



HILLSBOROUGH COUNTY
AVIATION AUTHORITY

SUPPLEMENTAL CONTRACT
FOR
INTEGRATED RISK MANAGEMENT SOLUTION

Parties And Addresses:

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Board Date: June 1, 2023

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- E - CHANGE REQUEST FORM
- F - SCRUTINIZED COMPANY CERTIFICATION

SUPPLEMENTAL CONTRACT
FOR
INTEGRATED RISK MANAGEMENT SOLUTION

TAMPA INTERNATIONAL AIRPORT

I. INTRODUCTION

This Supplemental Contract for Integrated Risk Management Solution (Supplemental Contract) is made and entered into this 1st day of June 2023 between the Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida whose post office address is Post Office Box 22287, Tampa, Florida 33622 (Authority), and Vertosoft LLC a limited liability company, authorized to do business in the State of Florida, (collectively hereinafter referred to as the Parties).

The following terms and conditions contained in this Supplemental Contract are hereby incorporated in and made a part of TIPS Contract No. 220105 (hereinafter referred to as TIPS Contract), which is attached hereto as Exhibit A. In the event of any conflict(s) between the terms and conditions contained in this Supplemental Contract and the TIPS Contract, this Supplemental Contract shall control.

For and in consideration of the mutual covenants hereof, the Parties do hereby agree as follows:

II. DEFINITIONS

The following terms will have the meanings as set forth below:

A. Acceptance

Acceptance by Authority of the complete, functional Software.

B. Accounts Payable

The unit within Authority Finance Department that oversees accounts payable.

C. After Action Review (AAR)

A systematic process for identifying the Root Causes of problems or events and an approach for responding to them. Based on the idea that effective management requires more than merely “putting out fires” for Errors that develop, but instead requires finding a way to prevent such Errors from occurring again.

D. Airport

Tampa International Airport.

E. Airport Rules and Regulations

Collectively means the lawful rules and regulations governing the conduct and operation of the Airport promulgated from time to time by the Authority pursuant to Applicable Laws including, without limitation, Policies, Standard Procedures, Operating Directives, the Airport Security Plan, as well as the Airport Certification Manual, Ground Operations Manual, Surface Movement Guidance, Control System Plan, and Airport Emergency Plan, and any other operational matters related to the operation of the Airport, in each case as such may be in force and as amended from time to time.

F. Applicable Laws

Include all laws, statutes, ordinances, rules, and regulations lawfully issued or promulgated by any Governmental Authority governing or otherwise applicable to the Airport (including Airport Rules and Regulations), as any of the same may now exist or may hereafter be adopted or amended, modified, extended, re-enacted, re-designated, or replaced from time to time, and judicial interpretations thereof.

G. Authority Data

All data, including any Authority Confidential Information, provided by the Authority to Company, or otherwise encountered by Company for purposes relating to this Supplemental Contract, including related metadata.

H. Board

The Hillsborough County Aviation Authority Board of Directors.

I. CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

J. Company

Includes collectively, Vertosoft LLC and any of its affiliates, officers, volunteers, representatives, agents, employees, contractors, subcontractors, licensees, insurers subtenants, suppliers, and those under its control.

K. Confidential Information

Includes all scientific, technical, financial, business, and other information, all manufacturing, marketing, sales, and distribution data, all scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, intellectual property, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans, and drawings.

L. Cyber Incident Response Plan

A document outlining what an organization should do in the event of a data breach or other form of security incident.

M. Data Breach

Includes (a) the loss or misuse (by any means) of any Authority Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Authority Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Authority Confidential Information.

N. Deliverables

Includes the Services, without limitation, warranty, support, materials, equipment, software, and things required to be done, furnished or performed by Company in accordance with the terms of this Supplemental Contract as provided in the Work Plan for the Software.

O. Documentation

The information provided by Company, including but not limited to, the description of the required functions and applications of the Software and subsystems, operating manuals, training aids, user guides, support troubleshooting scripts, knowledge articles, and system administration documentation as applicable, as well as technical reference materials describing the operation of all such components in sufficient detail to enable Authority's employees to operate, use, maintain, repair, support and test the same without assistance from Company.

P. Enablement

Means the training Company provides on its Modules and Authority's specific Prototypes.

Q. Enhancement

Any modification or addition that, when made or added to the subject Software, materially changes its utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Company as minor or major, depending on Company's assessment of their value and of the function added to the pre-existing Software.

R. Enterprise Risk Management

Means the methods and processes used to manage risks and seize opportunities related to the achievement of their objectives

S. Error

Any failure of the Software to substantially conform to the applicable Work Plan. However, any nonconformity resulting from Authority misuse, improper use, alterations, or damage to Software, or Authority combining or merging Software with Hardware or Software not supplied or identified as compatible by Company, shall not be considered an Error.

T. Error Correction

Either a change or addition that when made or added establishes substantial conformity of the subject Software to the Work Plan, or a procedure or routine that, when made or added to the Software, brings the operation of the Software into material conformance with the applicable Work Plan, without changing the basic function of the Software.

U. FAA

The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.

V. Gap Fit Analysis

Identifies the difference between the known requirements and the proposed or current solution.

W. Go-Live

The event that occurs when Authority first uses the Software for Live Operations. A separate Go Live may take place with respect to each Module, Improvement, and Enhancement.

X. Governmental Authority

Includes any Federal, State, county, municipal, or other governmental entity (including the Authority in its governmental capacity), or any subdivision thereof, with authority over the Airport.

Y. HighBond

Means an enterprise governance software that creates stronger security, audit, compliance, assurance, and risk management.

Z. ITRM

Means Information Technology Risk Management.

AA. Improvement

Includes Updates, Upgrades, variations, alterations, Error Corrections, functional changes or other changes to the Software and Documentation, for the purposes of, without limitation:

1. improving Software efficiency and functionality;
2. improving operational integrity and efficiency;
3. supporting legislated, regulatory, security or other lawful requirements;
4. correcting Errors; and
5. implementing additional licensed Software.

BB. ITS

The Authority Information Technology Services Department.

CC. Incident

An unexpected event that disrupts business operational processes or reduces the quality of Services with the Software.

DD. Launchpad

Means the homepage of the Highbond platform.

EE. Maintenance Access Period

An uninterrupted time of a minimum of eleven (11) consecutive hours each day, between 7:00 a.m. and 6:00 p.m. Eastern Time, during which the Company shall have personnel available to receive requests for maintenance services and provide the maintenance services in accordance with the Supplemental Contract.

FF. Major Incident

Includes, but is not limited to, an unplanned outage or degradation of Services which causes erroneous financial transactions, revenue loss, reporting Errors, loss of functionality, system instability, safety, security vulnerability, system availability issues, impacts to passenger processing, harm to Authority reputation, minor problems that impact process efficiencies and that do not have an acceptable workaround to Authority, recurring minor problems, and/or database corruption.

GG. Malware

Any type of software that is designed to harm, impact or access the Software or any other Authority systems.

HH. Module

Means a sub-set of the functionality provided by the Software which is licensed separately from other Software Modules.

II. Production

Use of the Software in a live operational environment.

JJ. Prototype

Means the initial configuration of the Software for the Authority's use case(s).

KK. Releases

New versions of the Software, which may include both Error Corrections and Enhancements.

LL. Root Cause

Means a fundamental reason or factor that causes an Error.

MM. OO. Services

Include the design, implementation, maintenance, support of, and everything else required to carry out the Software.

NN. Software

Means the proprietary software owned by Company made accessible to Authority pursuant to this Supplemental Contract.

OO. Software Support

Includes support for Software such as remote troubleshooting capabilities, monitoring, alerting, training, documentation, maintenance, installation assistance and basic usability assistance. Remote troubleshooting capabilities may be delivered via telephone and online communication media or without human assistance through automated means that reside on the end users' device or are available on the web. Software Support may include new product installation, installation of Updates, installation of Upgrades, migrations for major Releases of software, other types of proactive or reactive on-site support, and support for custom application or infrastructure software. Support may be delivered by a product vendor, a consulting firm or third-party software maintainers.

PP. Term

June 1, 2023 through May 31, 2027, including renewal option.

QQ. TSA

Means the U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

RR. Updates

Means revisions or additions to the Software provided by Company and includes software patches, security updates, and new features. Does not include separate modules or functions that are separately licensed or new products that are developed and marketed as separate products by the Company.

SS. Upgrades

Means new versions of Software that generally add features, new functionality, new certifications, and/or that generally increase capacity of the Software to process information. Upgrades includes, but is not limited to Releases, which may include both Error Corrections and Enhancements.

TT. User Acceptance Testing

Means the test that demonstrates the correct operation of the Software's functions as specified within the Work Plan, including all the interfaces and system security.

UU. Work Plan

The order form used by Authority and Company in accordance with Section IV, Scope of Services, a sample of which is included as Exhibit D.

III. EXHIBITS

The following Exhibits are attached hereto and are hereby incorporated and made a part of this Supplemental Contract. Based on the needs of Authority, the Exhibits may be modified from time to time, as agreed to in writing by the Parties without the need for formal amendment to this Supplemental Contract.

- A. Exhibit A TIPS Contract No. 220105
- B. Exhibit B Scope of Services
- C. Exhibit C Quote Q-01603
- D. Exhibit D Sample Work Plan
- E. Exhibit E Change Request Form
- F. Exhibit F Scrutinized Company Certification

IV. SCOPE OF SERVICES

A. Scope

Company agrees to provide the Services as set forth in Exhibit B, Scope of Services.

B. Work Plan

1. Without invalidating this Supplemental Contract, Authority may, at any time, order additions, deletions or revisions to the Services authorized only by written Work Plan. Prior to the onset of any Services to be performed, Company and Authority will outline each task involved, establish a schedule for completing each task, detail the associated costs, and include the names, titles, responsibilities, and resumes of Company's Personnel that will be assigned to the task in a Work Plan as shown in Exhibit D, Sample Work Plan. The Work Plan schedule may go beyond the termination date of this Supplemental Contract if necessary to complete the Work Plan tasks. Company will use its best efforts to ensure that each task in the Work Plan is completed on budget and on time according to the agreed upon work schedule.

Company will include a detailed project schedule and design plan in the Work Plan that at a minimum includes the following:

- i. Planning, implementation, testing, and other major milestones associated with the Services.
 - ii. Testing by Authority within one (1) month of Company's notification of completion.
 - iii. Level of staff effort, roles, and responsibilities, project tasks, and sequencing necessary to perform the Services.
 - iv. Go-Live. Dates will be scheduled in accordance with Information Technology Infrastructure Library (ITIL) change management processes. If the scheduled date and time change, Company must be notified no later than noon on the Thursday preceding the scheduled activity. Company will then seek approval and notify Company. This process is expected to take a minimum of three (3) business days. (Note the Change Advisory Board meets every Monday (excluding holidays) which may increase the minimum three (3) day requirement).
 - v. Final completion.
 - vi. Acceptance.
Milestones at which Authority must participate, the type of participation required, and the length of time estimated that will be required of Authority participants.
2. Company will only begin Services upon execution of the Work Plan by Company and Authority. All such Services will be executed under the applicable conditions of this Supplemental Contract. .No Services will be paid for unless authorized by written Work Plan prior to the performance of such Services.
 3. Upon execution of the Work Plan, the Authority will issue a Purchase Order to Company to perform the specific items agreed upon schedule and/or costs, to in the Work Plan. The Authority Vice President of Information Technology Services or designee will have the authority to execute any Work Plan or any other document associated with the Acceptance of the Module on behalf of the Authority consistent with the terms of this Supplemental Contract. No Services will be initiated by Company until Company receives the Purchase Order which will include the final agreed upon Work Plan.
 4. Any Purchase Order issued during the effective period of this Supplemental Contract and not completed within that period shall be completed by the Company within the time specified in the Work Plan. This Supplemental Contract shall govern the Company's and Authority's rights and obligations with respect to that Work Plan to the same extent as if the Work Plan were completed during this Supplemental Contract effective period.

C. Improvements

1. From time-to-time Company may provide Improvements to the Software, which Improvements shall be included in and form part of the Software and Documentation and be subject to the same terms, conditions and restrictions as the original Software and Documentation provided to Authority by Company. Company shall notify the Authority of any Improvements developed or acquired by Company.

2. Where Company produces or acquires Improvements for any part of the Software, Authority shall have the right to obtain such Improvements together with supporting Documentation at no additional cost for so long thereafter as Authority continues to pay the annual support charge.
3. Company shall complete Exhibit E, Change Request Form, and submit it to Authority Information Technology Services for approval prior to implementation of all Software, upgrades, Improvements, or any planned maintenance which would cause an outage of service(s).
4. Company shall distribute Improvements on a continual basis and shall provide information concerning new Releases or upgraded versions on a timely basis. In all cases, documentation revisions and additions shall be delivered on a timely basis to reflect the current version(s) of the Software in question. Company shall publish and make available a schedule of planned Releases, updates, and maintenance to Authority each year. Company shall follow industry standard Release management lifecycle framework including appropriate planning, building, testing, preparing, and deploying. Release notes detailing enhancements, updates, bug fixes, and other changes are to be sent to Authority (5) business days ahead of deployments. Change Request forms are to be used where applicable.
5. In the event of an Error, defect, deficiency, unplanned outage, failure, problem, or non-conformance in the Software, Company, at the request of Authority, shall as soon as possible repair, replace, or otherwise make good at its own option and expense the Error, defect, deficiency, failure, problem or non-conformance. If Authority reports an Error, defect, deficiency, failure, problem, or non-conformance to Company, Authority shall give Company reasonable access to the Software and shall provide such information as the Company may reasonably request, including sample output and other diagnostic information, in order to permit Company to expeditiously correct the Error, defect, deficiency, failure, problem or non-conformance. All corrections shall become part of the Software and shall be subject to the terms and conditions set out in this Supplemental Contract. For the purposes of this Supplemental Contract, an Error, defect, deficiency, failure, problem, or non-conformance is corrected only when the Software is brought into conformity with the Work Plan.
6. Notwithstanding anything else herein contained, in the event an Error, defect, deficiency, failure, problem, or non-conformance in the Deliverables, not caused directly by an unapproved Improvements, results in the Software being functionally inoperable within a period of one (1) year following installation, and Company is unable to remedy such Error, defect, deficiency, failure, problem or non-conformance to Authority's satisfaction within thirty (30) days of being notified of the same, Authority shall be entitled, at its option, to reject the Software and receive a refund of all amounts paid to Company for the individual Software. Unapproved Improvements are changes to the Software not approved by the Company but made by Authority or on its behalf by someone other than the Company.

D. Authority's Contact Person

Authority's Vice President to Information Technology Services or designee who will be responsible for notifying Company regarding required Services and will be Company's primary contact for all Services under this Supplemental Contract.

E. Company's Project Manager

Company will identify a Project Manager in each Work Plan that will serve as the individual responsible for the overall Services (Project Manager). The Project Manager will be responsible for ensuring that all Services are provided as outlined in the Scope of Services and will be Company's primary contact for all Services under this Supplemental Contract.

Company must not remove such Project Manager from providing the Services contemplated by this Supplemental Contract; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Supplemental Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Project Manager being replaced. Company will not make any personnel changes of the Project Manager until written notice is made to and approved by Authority's Vice President of Information Technology Services or designee.

V. TERM

A. Term

The Term of this Supplemental Contract commences on June 1, 2023 and will continue through May 31, 2027, unless terminated earlier as provided herein.

B. Renewal Option

This Supplemental Contract may be renewed at the same terms and conditions hereunder for one (1), one (1), year period at the discretion of the CEO. Such renewal will be effective by issuance of a written letter to Company by CEO. If all such renewals are exercised, this Supplemental Contract will have a final termination date of May 31, 2028.

C. Early Termination

Authority may terminate this Supplemental Contract, without cause, by giving thirty (30) days written notice to Company. In the event of termination by Company without cause, the Company will be entitled to receive compensation for that portion of the cost attributable to the Work Plans earned through the date of termination. In addition, the Company is entitled to receive compensation for direct, out-of-pocket termination expenses. Termination expenses are expenses directly attributable to termination. However, as a prerequisite to receiving such termination expenses, the Company is required to include language regarding entitlement to compensation for costs attributable to the Work Plans and out-of-pocket termination expenses in all purchase orders, subcontracts, and other agreements it enters into to effectuate completion of this Supplemental Contract. The Company will not be entitled to any further or additional compensation from the Authority, including but not limited to, damages or lost or anticipated profits on portions of the Services not performed.

D. Transition Assistance

In the event of any expiration or termination of this Supplemental Contract or award and transition to a new contract, Company will cooperate fully with Authority to ensure an effective and efficient transition of Services. Company acknowledges its responsibility to continuously perform the Services and maintain the same level of Services during such transition period. The terms of this Supplemental Contract shall govern the Company's and Authority's rights and obligations during such transition period.

The transition period will be no more than three (3) months following the Term of this Supplemental Contract, including any renewal options.

VI. FEES AND PAYMENTS

A. Not-to-Exceed

The total amount payable under this Supplemental Contract will be subject to the amount approved by the Board. Authority will provide written notice to Company of the amount approved and any revised amount thereafter.

B. Payment

Authority will pay Company the approved fees provided in Exhibit C, Quote Q-01603 based on an approved Work Plan. Milestone payments for each Module and the associated Services will be identified in the individual Work Plan.

C. Invoices

Invoices required by this Supplemental Contract will be created and submitted by Company to Authority Finance Department via email to Payables@TampaAirport.com in a form acceptable to Authority and will include at a minimum the invoice date, invoice amount, dates of Services, all assigned and on-going project activities during the preceding billing period, and purchase order number.

D. Payment Method

Company will receive electronic payments via Automated Clearing House (ACH), ePayables, or Purchasing Card (PCard). Information regarding the electronic payment methods and processes including net terms is available on Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > Electronic Payment Methods. Authority reserves the right to modify the electronic payment methods and processes at any time. Company may change its selected electronic payment method during the Term of this Supplemental Contract in coordination with Accounts Payable.

In accordance with Florida Statute Section 501.0117, Companies that accept credit cards as a valid form of payment are prohibited from imposing a surcharge.

E. Payment When Services Are Terminated at the Convenience of Authority

In the event of termination of this Supplemental Contract for the convenience of Authority, Authority will compensate Company as listed below; however, in no event shall Company be entitled to any damages or remedies for wrongful termination.

1. All Services performed prior to the effective date of termination; and
2. Expenses incurred by Company in effecting the termination of this Supplemental Contract as approved in advance by Authority.

F. Prompt Payment

Company must pay any of its subcontractor(s) who have submitted verified invoices for work already

performed within ten (10) calendar days of being paid by Authority. Any exception to this prompt payment provision will only be for good cause with prior written approval of Authority. Failure of Company to pay any of its subcontractor(s) accordingly will be a material breach of this Supplemental Contract. Authority reserves the right to pay any subcontractor(s) or vendor(s) directly and deduct those payment amounts from the subsequent payments due to the Company.

VII. TAXES

All taxes of any kind and character payable on account of the Services furnished and work done under this Supplemental Contract will be paid by Company. The laws of the State of Florida provide that sales tax and use taxes are payable by Company upon the tangible personal property incorporated in the work and such taxes will be paid by Company. Authority is exempt from all State and Federal sales, use and transportation taxes.

VIII. OWNERSHIP OF DOCUMENTS

All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics made by Company or its employees incident to, or in the course of, Services to Authority, will be and remain the property of Authority.

IX. RIGHTS AND OBLIGATIONS OF COMPANY

As required by Authority, Company will be responsible for the Services as set forth in the Scope of Services attached hereto as Exhibit B.

A. Acceptance and Test Plan

Company will develop Acceptance test specifications to ensure the requirements as defined in the Work Plan for the installed Module have been met. Company will also develop the scope, methodologies, procedures, and Acceptance criteria for executing the Acceptance tests, including Authority Acceptance. Such test plans must incorporate, at a minimum, the following:

1. Coordination with Authority to test the Software to verify that all components are functioning per specified criteria.
2. Clear demonstration of functionality and compliance with the Work Plan requirements.
3. Correction of observed deficiencies indicated by tests or by Authority inspection within ten (10) calendar days of Authority or Company's discovery of such deficiencies.

B. Should either Party find that it is unable to support the agreed-to implementation project included in each Work Plan, such Party must notify the other Party in writing immediately. The Parties will work diligently to revise the project schedule to ensure that any additional impacts to the project schedule are minimized.

C. Representations

Company represents and warrants, and it is a condition of this Supplemental Contract, that:

1. Company is competent to perform its obligations hereunder and has sufficient manpower, resources, skills, experience, tools, and all such other materials as may be required to meet its obligations in accordance with the Work Plan or otherwise on or before the required date(s).
2. Company has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverables (including warranty and maintenance service) in a diligent, professional, and timely manner; and
3. Any subcontractors engaged by it to carry out any part of the Company's obligations contemplated hereunder shall:
 - i. be competent to perform their obligations.
 - ii. be accepted by Authority in writing prior to performing any Services hereunder.
 - iii. have sufficient manpower, resources, skills, experience, tools or all such other materials as may be required to meet their obligations in accordance with the Work Plan or otherwise on or before the required dates; and
 - iv. have the necessary qualifications, including knowledge, experience, and skill, to perform the work expected of them, with the ability to use such knowledge, experience, and skill effectively in carrying out their obligations.

D. Conduct

1. Company shall supply all the resources, labor and supervision, management, technical data, technical assistance, inspection, quality assurance procedures, and planning necessary to provide the Deliverables in accordance with the Work Plan or as otherwise required.
2. If required, Company may have certain limited access to the Authority system but only if Company obtains the prior written permission of the Authority and complies with any restrictions or prohibitions or any other terms and conditions which are set out by Authority. In the case of managed services for support-related purposes, Company will ensure that they request the appropriate access to Authority Systems required to adequately support the System.
3. Company shall provide, at its expense, such reports on the status or progress in providing the Deliverables, and such other reports as may reasonably be required by Authority.
4. Company specifically warrants and it is a condition of the Supplemental Contract, that in providing the Services (including any Services provided by any subcontractors), Company shall, and shall ensure that any subcontractor shall:
 - i. abide by all the security practices and directions provided by Authority; and
 - ii. provide an adequate level of protection and security for the data, databases, computer programs, and resources of Authority and others as provided or made available to Company, to ensure no disclosure of unauthorized use of or unauthorized access to any such data, databases, computer programs or other resources.

- iii. Utilize and be able to demonstrate an industry-standard security framework such as NIST or ISO.
5. No unauthorized computer program, functionality, routine, data, resources, or capabilities shall be introduced to any computer program or system of Authority or of any others except as expressly authorized in writing by Authority, and, without limiting the generality of the foregoing, Company shall specifically not permit and shall protect to prevent the entry of any computer virus, trojan horse, worm or other unauthorized computer program or any part thereof or into the data, databases, computer programs, computer resources or computer systems or any of them or provided by Authority or others.

E. Services

1. Company shall be fully responsible for installation, integration, implementation, and ongoing support of the Software in accordance with the Work Plan or as otherwise required, including, without limitation:
 - i. assistance in implementation planning and preparation for installation.
 - ii. supply, delivery, installation, and testing of the Software.
 - iii. testing and quality assurance of all aspects of the Software and all Improvements, and otherwise ensuring the Software is ready for use by Authority in accordance with the Work Plan.
 - iv. supply and delivery of sufficient and accurate technical and user documentation (including Updates), training courses, and associated training devices as required hereunder.
 - v. provision of the necessary warranty, maintenance, and support Services (including Improvements) as required hereunder.
2. Data Jurisdiction
Company shall identify all data centers where the data at rest or data backup will reside. All data centers will be guaranteed to reside within the United States. The Company shall provide a WAN diagram prior to contract execution. Company will also provide Authority with all the required information related to the cloud architecture and design, available features, and integrations, backup, and recovery processes, monitoring and alerting features, and ensure proper training of the cloud platform, applications, and products.

F. Support

Company shall respond twenty-four (24) hours per day, seven (7) days per week to problems or emergencies specific to Software functionality reported by the Authority to the Company's service desk to be defined in Software subscription documentation.

G. Required Reports

Company will provide a report to the Authority that lists all Software related known Errors that have impacted the Authority's Software and the associated correction by the 15th of each month for the preceding month.

H. Requirements Gathering Process and Gap Fit Analysis

1. Upon approval by the Authority of the Implementation Schedule, Company shall commence a requirements gather process and complete within the specified timeframe set by the Work Plan.
2. After the completion of the requirements gathering process, the Company shall provide a Gap Fit Analysis and identify gaps between the gathered Requirements and the Software being provided by Company. The Gap Fit Analysis should include the following:
 - i. Gap description(s) and Impact
 - ii. Solutions to address the gaps, including a brief functional description of each solution in sufficient detail for both Company and Authority to understand and approve the requirements and scope of each such Software. Upon approval by Authority, the solution shall supersede related functional requirements as set forth in the Work Plan.
3. Upon review of the Gap Fit Analysis, Authority shall have ten (10) business days to decide whether to:
 - i. continue the project in accordance with the Supplemental Contract; or
 - ii. Terminate the Supplemental Contract by providing written notice to Company of its election to terminate pursuant to this subsection, because the Gap Fit Analysis extends the Project Schedule, changes the scope of work, or results in a substantial increase in the Fees.
 - iii. Continue the project with a modified scope and schedule based on gap fit solution recommendations.
4. If the Authority issues a Notice of Termination, then:
 - i. The Contract shall terminate upon Company's receipt of the Notice of Termination.
 - ii. Authority shall have no further obligation to participate in the project.
 - iii. Authority will pay Company for the costs and expenses incurred by Company in performing the Gap Fit Analysis.
 - iv. Within thirty (30) days of any such termination, each Party shall return all products, documentation, Confidential Information, and other information disclosed or otherwise delivered to the other Party prior to such termination.
5. Company shall assist Authority in preparing for the installation and/or upgrade of the Software. Such assistance shall include, without limitation, providing Authority with implementation planning, appropriate checklists, troubleshooting scripts, knowledge articles and ongoing support and assistance as and when required prior to the installation date as provided in the implementation project plan. Company shall ensure that Services are properly transitioned to operation so that the Authority ITS Service Desk and other support stakeholders are prepared for post go live support.
6. If required by Authority, Company shall be responsible for conducting pre-installation inspections of one or more installation sites immediately prior to the installation of the Software to ensure, to the extent reasonably possible, that such sites conform to required specifications for installation.

X. NON-EXCLUSIVE

Company acknowledges that Authority has, or may hire, others to perform Services similar to or the same as that which is within Company's Services under this Supplemental Contract. Company further acknowledges that this Supplemental Contract is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Authority discretion.

XI. DEFAULT, REMEDIES, AND TERMINATION RIGHTS

A. Events of Default

Company will be deemed to be in default of this Supplemental Contract upon the occurrence of any of the following:

1. The failure or omission by Company to perform its obligations under this Supplemental Contract or the breach of any terms, conditions and covenants required herein.
2. The conduct of any business or performance of any acts at the Airport not specifically authorized in this Supplemental Contract, failure to perform any of the provisions of this Supplemental Contract, or any other agreement between Authority and Company, and Company's failure to discontinue that business or those acts within ten (10) days of receipt by Company of Authority written notice to cease said business or acts.
3. The divestiture of Company's estate herein by operation of law, by dissolution, or by liquidation, not including a merger or sale of assets.
4. The appointment of a Trustee, custodian, or receiver of all or a substantial portion of Company's assets; or the insolvency of Company; or if Company will take the benefit of any present or future insolvency statute, will make a general assignment for the benefit of creditors, or will seek a reorganization or the readjustment of its indebtedness under any law or statute of the United States or of any state thereof, including the filing by Company of a voluntary petition of bankruptcy or the institution of proceedings against Company for the adjudication of Company as bankrupt pursuant thereto.
5. Company's violation of Florida Statute Section 287.133, concerning criminal activity on contracts with public entities.

B. Authority Remedies

In the event of any of the foregoing events of default enumerated in this Article, and following ten (10) days' notice by Authority and Company's failure to cure, Authority, at its election, may exercise any one or more of the following options or remedies, the exercise of any of which will not be deemed to preclude the exercise of any other remedy herein listed or otherwise provided by statute or general law:

1. Terminate Company's rights under this Supplemental Contract and, in accordance with law, Company will remain liable for all payments or other sums due under this Supplemental Contract and for all damages suffered by Authority because of Company's breach of any of the covenants of this Supplemental Contract; or

2. Treat this Supplemental Contract as remaining in existence, curing Company's default by performing or paying the obligation which Company has breached. In such event all sums paid or expenses incurred by Authority directly or indirectly in curing Company's default will become immediately due and payable as well as interest thereon, from the date such fees or charges became due to the date of payment, at twelve percent (12%) per annum or to the maximum extent permitted by law; or
3. Declare this Supplemental Contract to be terminated, ended, null and void.

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Supplemental Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant, or agreement herein contained, nor of the strict and prompt performance thereof by Company. No notice by Authority will be required to restore or revive time is of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy, or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Supplemental Contract are cumulative and that the exercise of one right, power, option, or remedy by Authority will not impair its rights to any other right, power, option, or remedy available under this Supplemental Contract or provided by law. No act or thing done by Authority or Authority agents or employees during the Term will be deemed an acceptance of the surrender of this Supplemental Contract, and no acceptance of surrender will be valid unless in writing.

C. Company's Remedies

Upon thirty (30) days written notice to Authority, Company may terminate this Supplemental Contract and all its obligations hereunder, if Company is not in default of any term, provision, or covenant of this Supplemental Contract or in the payment of any fees or charges to Authority, and only upon or after the occurrence of the following: the inability of Company to use Airport for a period of longer than ninety (90) consecutive days due to war, terrorism, or the issuance of any order, rule or regulation by a competent governmental authority or court having jurisdiction over Authority, preventing Company from operating its business for a period of ninety (90) consecutive days, provided, however that such inability or such order, rule or regulation is not due to any fault or negligence of Company.

In the event it is determined by a court of competent jurisdiction that Authority has wrongfully terminated this Supplemental Contract, such termination shall automatically be deemed a termination for convenience under Section V, Term, Subsection C, Early Termination.

D. Continuing Responsibilities of Company

Notwithstanding the occurrence of any event of default, Company will remain liable to Authority for all payments payable hereunder and for all preceding breaches of this Supplemental Contract. Furthermore, unless Authority elects to cancel this Supplemental Contract, Company will remain liable for and promptly pay any and all payments accruing hereunder until termination of this Supplemental Contract.

XII. INDEMNIFICATION

A. To the maximum extent permitted by Florida law, in addition to the Company's obligation to provide pay for and maintain insurance as set forth elsewhere in this Supplemental Contract, the Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, suits, claims, procedures, liens, expenses, losses, costs, royalties, fines and damages (including but not limited to claims for attorney's fees and dispute resolution costs) caused in whole or in part by the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Supplemental Contract;
4. performance, non-performance or purported performance of this Supplemental Contract;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
7. contamination of the soil, groundwater, surface water, storm water, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection Agency or other regulatory agency to be an environmental contaminant

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by the Company, whether the liability, suit, claim, procedure, lien, expense, loss, cost, royalty, fine or damages is caused in part by an indemnified party. This indemnity obligation expressly applies, and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

B. In addition to the duty to indemnify and hold harmless, Company will have the separate and independent duty to defend Authority, its members, officers, agents, employees, and volunteers from all suits, claims or actions of any nature seeking damages, equitable or injunctive relief expenses, liens, expenses, losses, costs, royalties, fines, attorney's fees or any other relief in the event the suit, claim, or action of any nature arises in whole or in part from the:

1. presence on, use or occupancy of Authority property;
2. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
3. any breach of the terms of this Supplemental Contract;
4. performance, non-performance or purported performance of this Supplemental Contract;
5. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance;
6. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
7. contamination of the soil, groundwater, surface water, stormwater, air or the environment by fuel, gas, chemicals or any other substance deemed by the Environmental Protection agency or other regulatory agency to be an environmental contaminant.

by the Company or Company's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by Company regardless of whether it is

caused in part by Company, its members, officers, agents, employees, or volunteers. This duty to defend exists immediately upon presentation of written notice of a suit, claim or action of any nature to Company by a party entitled to a defense hereunder. This duty to defend obligation expressly applies, and shall be construed to include any and all claim(s) caused in part by the negligence, acts or omissions of the Authority, its members, officers, agents, employees, or volunteers.

- C. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Fla. Stat. § 725.06(2)-(3) or Fla. Stat. § 725.08, then with respect to the part so limited, Company agrees to the following: To the maximum extent permitted by Florida law, Company will indemnify and hold harmless Authority, its members, officers, agents, employees, and volunteers from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fee, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Company and persons employed or utilized by Company in the performance of this Supplemental Contract.
- D. If the above indemnity or defense provisions or any part of the above indemnity or defense provisions are limited by Florida Statute § 725.06 (1) or any other applicable law, then with respect to the part so limited the monetary limitation on the extent of the indemnification shall be the greater of the (i) monetary value of this Supplemental Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Supplemental Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Article will not be limited by the amount of any insurance required to be obtained or maintained under this Supplemental Contract.
- E. Company's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Supplemental Contract until it is determined by final judgment that any suit, claim or other action against Company, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.
- F. In addition to the requirements stated above, to the extent required by FDOT Public Transportation Grant Agreement and to the fullest extent permitted by law, the Company shall indemnify and hold harmless the State of Florida, FDOT, including the FDOT's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Company and persons employed or utilized by the Company in the performance of this Supplemental Contract. This indemnification in this paragraph shall survive the termination of this Supplemental Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida's and FDOT's sovereign immunity.
- G. Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Company, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.
- H. Authority and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving Company of any of its obligations under this Article.

- I. If the above Articles A - H or any part of Articles A – H are deemed to conflict in any way with any law, the Article or part of the Article will be considered modified by such law to remedy the conflict.

XIII. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

A. Books and Records

In connection with payments to Company under this Supplemental Contract, it is agreed Company will maintain full and accurate books of account and records customarily used in this type of business operation, in conformity with Generally Accepted Accounting Principles (GAAP). Company will maintain such books and records for five years after the end of the Term of this Supplemental Contract. Records include, but are not limited to, books, documents, papers, records, research and Work Plans related to this Supplemental Contract. Company will not destroy any records related to this Supplemental Contract without the express written permission of the Authority.

B. Authority Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Supplemental Contract or within three years after the end of this Supplemental Contract, Authority, or its duly authorized representative, will be permitted to initiate and perform audits, inspections or attestation engagements over Company's records for the purpose of determining payment eligibility under this Supplemental Contract or over selected operations performed by Company under this Supplemental Contract for the purpose of determining compliance with this Supplemental Contract.

Free and unrestricted access will be granted to all of Company's records directly pertinent to this Supplemental Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or subcontractors. If the records are kept at locations other than the Airport, Company will arrange for said records to be brought to a location convenient to Authority auditors to conduct the engagement as set forth in this Article. Or, Company may transport Authority team to Company headquarters for purposes of undertaking said engagement. In such event, Company will pay reasonable costs of transportation, food and lodging for Authority team. In the event Company maintains its accounting or Supplemental Contract information in electronic format, upon request by Authority auditors, Company will provide a download or extract of data files in a computer readable format acceptable to Authority at no additional cost. Authority has the right during the engagement to interview Company's employees, subconsultants, and subcontractors, and to make photocopies of records as needed.

Company agrees to deliver or provide access to all records requested by Authority auditors within fourteen (14) calendar days of the request at the initiation of the engagement and to deliver or provide access to all other records requested during the engagement within seven (7) calendar days of each request. The Parties recognize that Authority will incur additional costs if records requested by Authority auditors are not provided in a timely manner and that the amount of those costs is difficult to determine with certainty. Consequently, the Parties agree Authority may charge the Company liquidated damages in the amount of one hundred dollars (\$100.00) per day, for each requested record not received. Such damages may be assessed beginning on the fifteenth (15th) or eighth (8th) day, as applicable, following the date the request was made. Accrual of such fee will continue until specific performance is accomplished. This liquidated damage rate is not an exclusive remedy and Authority retains all rights,

including but not limited to, its rights to elect its remedies and pursue all legal and equitable remedies. The Parties expressly agree that these liquidated damages are not a penalty and represent reasonable estimates of fair compensation for the losses that reasonably may be anticipated from Company's failure to comply.

If as a result of any engagement, it is determined that Company has overcharged Authority, Company will re-pay Authority for overcharge and Authority may assess interest of up to twelve percent (12%) on the overcharge from the date the overcharge occurred. If it is determined that Company has overcharged Authority by more than three percent for the period under consideration, Company will also pay for the entire cost of the engagement.

Company will include a provision providing Authority the same access to business records at the subconsultant and subcontractor level in all of its subconsultant and subcontractor agreements executed related to this Supplemental Contract.

Company agrees to comply with Section 20.055(5), Florida Statutes, and with respect to contracts entered by Company after the Effective Date of this Supplemental Contract, to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

XIV. INSURANCE

Company must maintain the following limits and coverages uninterrupted or amended through the Term of this Supplemental Contract. In the event the Company becomes in default of the following requirements the Authority reserves the right to take whatever actions deemed necessary to protect its interests. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability will provide that the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees are included as additional insureds.

A. Required Coverage - Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to this Supplemental Contract will be the amounts specified herein. To the extent it is used to meet the minimum limit requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements. Any applicable Aggregate Limits in the Umbrella or Excess policy(ies) shall not be shared or diminished by claims unrelated to this Supplemental Contract.

B. Commercial General Liability Insurance

The minimum limits of insurance covering the services performed pursuant to this Supplemental Contract will be the amounts specified herein. Coverage will be provided for liability resulting out of or in connection with, ongoing operations performed by, or on behalf of, the Company under this Supplemental Contract or the use or occupancy of Authority premises by, or on behalf of the Company in connection with this Supplemental Contract. Coverage shall be provided on a form no more restrictive than ISO Form CG 00 01. Additional insurance coverage shall be provided on a form no more restrictive than ISO Form CG 20 10 10 01 and CG 30 37 10 01.

Supplemental Contract Specific

General Aggregate \$4,000,000
Each Occurrence \$2,000,000

Personal and Advertising Injury Each Occurrence \$2,000,000
Products and Completed Operations Aggregate \$4,000,000

C. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One: "Statutory"

Part Two:

Each Accident \$1,000,000

Disease – Policy Limit \$1,000,000

Disease – Each Employee \$1,000,000

D. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01. The minimum limits of insurance covering the work performed pursuant to this Supplemental Contract are:

Each Occurrence – Bodily Injury and
Property Damage Combined \$1,000,000

E. Professional Liability Insurance

Such insurance will be provided on a form acceptable to Authority and maintained throughout this Supplemental Contract and for three years following completion of this Supplemental Contract. Coverage will include all work of Company without exclusions unless approved in writing by Authority. The limits of coverage will not be less than:

Each Occurrence \$1,000,000
Annual Aggregate \$1,000,000

F. Cyber Liability & Data Storage

Company shall purchase and maintain, throughout the life of this Supplemental Contract, Cyber Liability Insurance which will be used for damages resulting from any claim arising out of network security breaches and unauthorized disclosure or use of information. Such Cyber Liability coverage shall also include coverage for "Event Management," including, but not limited to, costs and expenses relating to notifying effected customers/users of security breach, providing credit monitoring services, computer forensics costs, and public relations expenses, resulting from a breach of security or other compromising release of private data.

The minimum limits of liability shall be:

Each Occurrence \$1,000,000
Annual Aggregate \$1,000,000
Event Management Expenses 1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided, and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The Company shall purchase and maintain Cyber Liability Insurance, throughout the life of this Supplemental Contract and such insurance will be maintained for a period of three years thereafter for Services completed during the Term of this Supplemental Contract. Such insurance shall cover, at a minimum, the following:

- Network Security Liability covering liability for failures or breaches of network security and unauthorized access, including hackings and virus transmission or other type of malicious code, and electronic disclosure or use of confidential information, including personally identifiable information and personal health information, whether caused by Company, any of its subcontractors, or cloud service providers used by Company;
- Privacy Liability covering liability, PCI fines, expenses, defense costs, and regulatory actions for disclosure of confidential information, including personally identifiable information and personal health information, even if not caused by a failure or breach of network security;
- Digital Asset Protection, including costs to reconstruct, restore or replace damaged software and data;
- Media liability, covering liability and defense costs for media wrongful acts such as defamation, disparagement, and copyright/trademark infringement and trade dress in the dissemination of internet content and media;
- Cyber-Extortion coverage, including negotiation and payment of ransomware demands and other losses from “ransomware” attacks resulting from the Services provided by Company to the Authority. Coverage extends to those payments made via traditional currencies, as well as non-traditional crypto-currencies such as Bitcoin;
- First and Third-party Business Interruption and Dependent Business Interruption Coverage resulting from a security breach and/or system failure;
- Data Breach Response Coverage, including coverage for notifying affected parties, setting up call center services, provision of credit monitoring services, identity theft protection services, computer forensic expenses, conduct, data reconstruction, legal expenses, and public relations expenses resulting from a breach of Network Security or other Privacy breach involving personally identifiable information and personal health information; and
- No exclusion for Cyber Terrorism coverage.

The minimum limits of liability shall be:

Each Occurrence \$1,000,000
Annual Aggregate \$1,000,000
Event Management Expenses \$1,000,000

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of Services provided. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services completed during the Term of this Supplemental Contract.

The Cyber Liability Insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

Technology Professional Liability/Errors and Omissions insurance coverage may be included as part of the Cyber Liability insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim \$1,000,000
Annual Aggregate \$1,000,000

G. Technology Professional Liability/Errors and Omissions Insurance

The Company shall purchase and maintain, throughout the life of this Supplemental Contract, a Technology Professional Liability/Errors and Omissions insurance policy covering liability arising from or in connection with acts, errors, or omissions, in rendering or failure to render technology professional services or in connection with the specific services described in this Supplemental Contract, including technology-related design and consulting by the Company, its agents, representatives, or employees.

The minimum limits of Technology Professional Liability/Errors and Omissions insurance covering all work of Company without any exclusions unless approved in writing by Authority will remain in force for a period of three years following termination of this Supplemental Contract. The minimum limits of coverage are:

Each Claim \$1,000,000
Annual Aggregate \$1,000,000

Such Technology Professional Liability/Errors and Omissions coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Supplemental Contract. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Company must purchase “extended reporting” coverage, which will provide coverage to respond to claims for a minimum of three years after completion of Services completed during the Term of this Supplemental Contract.

The Technology Professional Liability/Errors and Omissions insurance coverage may be subject to a deductible or self-insured retention, which may not exceed \$50,000 per claim.

Cyber Liability insurance coverage may be included as part of the Technology Professional Liability/Errors and Omissions insurance coverage required above. However, if the required Cyber Liability insurance and Technology Professional Liability/Errors and Omissions insurance coverages are provided in the same policy, the minimum limits of coverage will be increased to:

Each Claim \$1,000,000
Annual Aggregate \$1,000,000

Company shall require Diligent to maintain the following limits of

\$5 million each claim
\$5 million annual aggregate

for the cyber liability, data technology, and technology errors and omissions coverage combined, detailed in Sections F and G above.

H. Waiver of Subrogation

Company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by this Supplemental Contract, waives all rights against the Authority, members of Authority's governing body and the Authority's officers, volunteers, agents, and employees, for damages or loss to the extent covered and paid for by any insurance maintained by the Company.

I. Incident Notification

The Company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury or property damage occurring on Authority-owned property, tenant owned property or third party property.

J. Customer Claims, Issues, or Complaints

All customer claims, issues, or complaints regarding property damage or bodily injury related to the Company will be promptly handled, addressed and resolved by the Company.

The Company will track all customer claims, issues, and complaints and their status on a Claims Log available for review, as needed, by Authority Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Authority Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Conditions of Acceptance

The insurance maintained by Company must conform at all times with Authority Standard Procedure S250.06, Contractual Insurance Terms and Conditions, which may be amended from time to time and can be downloaded from Authority website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Supplier Resources > Insurance for Suppliers.

XV. NON-DISCRIMINATION

During the performance of this Supplemental Contract, Company, for itself, its assignees and successors in interest, agrees as follows:

- A. Company will comply with the regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as amended from time to time (Regulations), which are incorporated herein by reference and made a part of this Supplemental Contract.

- B. Civil Rights. Company, with regard to the work performed by it under this Supplemental Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when this Supplemental Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Supplemental Contract, Company, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 2. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - 5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - 6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, Company must take reasonable steps to ensure that LEP persons have meaningful access to Company's programs (70 Fed. Reg. at 74087 to 74100); and
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits Company from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Company of Company's obligations under this Supplemental Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
 - D. Company will provide all information and reports required by the Regulations or directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Company is in the exclusive possession of another who fails or refuses to furnish this information, Company will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 - E. In the event of Company's non-compliance with the non-discrimination provisions of this Supplemental Contract, Authority will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to Company under this Supplemental Contract until Company complies, and/or cancellation, termination or suspension of this Supplemental Contract, in whole or in part.
 - F. Company will include the provisions of Paragraphs A through E above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. Company will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event Company becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Company may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Company may request the United States to enter into such litigation to protect the interests of the United States.
 - G. Company assures that, in the performance of its obligations under this Supplemental Contract, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Company, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Company, if required by such requirements, will provide assurances to Authority that Company will undertake an affirmative action program and will require the same of its subconsultants.

XVI. AUTHORITY APPROVALS

Except as otherwise specifically indicated elsewhere in this Supplemental Contract, wherever in this Company approvals are required to be given or received by Authority, it is understood that the CEO or designee, is hereby empowered to act on behalf of Authority.

XVII. DATA SECURITY

- A. Company will not attempt to access, and will not allow its personnel access to, Authority data or third party data that is not required for the performance of the Services of this Supplemental Contract by such personnel.
- B. Company is obligated to maintain the confidentiality and security of all Authority data in connection with the performance of the Services.
- C. Without limiting Company's other obligations under this Supplemental Contract, Company must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Authority data; provided that Company must, at a minimum, encrypt all Personally Identifiable Information in-transit and at-rest.
- D. Company must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Authority's security policies, procedures and other requirements made available to Company in writing.
- E. Company must encrypt all Authority Confidential Information. Company must encrypt the aforementioned in motion, at rest and in use in a manner that, at a minimum, adheres to NIST SP 800-111, NIST SP 800-52, NIST SP 800-77 and NIST SP 800-113 encryption standards or latest standards. Company must not deviate from this encryption requirement without the advance, written Authority approval.
- F. Company must provide to Authority, without charge, the timely application of any Upgrades to Software required for Services that are available to third parties. Software Upgrades must include, but not be limited to, new version Releases and operating system patching, as well as bug fixes.
- G. Company understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, it will act only on instructions and directions from Authority.
- H. If Authority is required to provide or rectify information regarding an individual's Personally Identifiable Information, Company will reasonably cooperate with Authority to the full extent necessary to comply with Data Protection Laws. If a request by a data subject is made directly to Company, Company will notify Authority of such request as soon as reasonably practicable.
- I. Company must implement procedures to minimize the collection of Personally Identifiable Information.

J. Data Breach

1. Notice to Authority

Company will adhere to and abide by the security measures and procedures established by Authority and/or the TSA and any terms of service agreed to by Authority with regards to data security. In the event Company or Company's subcontractor (if any) discovers or is notified of a Data Breach or potential Data Breach of security relating to Authority data or third party data, Company will promptly, (a) Notify Authority of such breach or potential Data Breach no later than twenty-four (24) hours following discovery; and (b) If the applicable Authority data or third party data was in the possession of Company at the time of such Data Breach or potential breach, Company will investigate and cure the Data Breach or potential breach.

Such notice must summarize in reasonable detail the nature of Authority data that may have been exposed, and, if applicable, any persons whose Personal Identifiable Information may have been affected or exposed by such Data Breach. Company must not make any public announcements relating to such Data Breach without Authority's Vice President of Communications' or designee's prior written approval.

2. Data Breach Responsibilities

Upon discovery of an actual or reasonably suspected loss, or unauthorized use, access, or disclosure of Authority data, Company must promptly provide details regarding the Incident, its mitigation efforts, and its corrective action to prevent a future similar Incident. Company must fully cooperate with Authority and is solely responsible for:

- i. investigating and resolving any data privacy or security issues;
- ii. upon request, providing Authority with an AAR including Root Cause Analysis of the Data Breach;
- iii. notifying any affected persons (solely at Authority's direction) and governmental regulators, as applicable;
- iv. recovering affected data or information, to the extent possible;
- v. upon request, providing Authority with a corrective action plan acceptable to Authority; and
- vi. notice to impacted parties.

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

3. Notice to Impacted Parties

Authority has the sole right to determine (a) whether notice of the Data Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in Authority's discretion; and (b) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

4. Incident Response Costs

In the event of a Data Breach attributable to an act or omission of Company, as part of such remediation, Company must pay all costs and expenses of Authority’s compliance with any Authority notification obligations, as well as the costs of credit monitoring services for affected individuals.

K. Incident Category and Priority Response and Resolution Targets

1. Company shall comply with the priority levels provided below when Incidents are reported by Authority. These levels, as determined by Authority, are measured according to the business impacts of each problem. Software support activity prioritization, response, and resolution expectations are based on impact and urgency.

Company must provide Authority with a single point of contact for the Company Service Desk, as well as an updated escalation matrix which details contact information. The escalation must be maintained, and changes sent to the Authority Vice President of Information Technology Services. This information should include physical address, phone, email, any other available means of contact type. Company must immediately provide updated contact information to Authority if changes are made.

Category	Description
High	The damage caused by the Incident increases rapidly. Work that cannot be completed by staff is highly time sensitive. A minor Incident can be prevented from becoming a Major Incident by acting immediately. Customers are not able to be processed. A large number of customers are affected and/or acutely disadvantaged in some way. The financial impact of the Incident is likely to exceed \$10,000. The damage to the reputation of the Airport is likely to be high.
Medium	The damage caused by the incident increases considerably over time. A moderate number of staff are affected and/or not able to do their job properly. A moderate number of customers are affected and/or inconvenienced in some way. The financial impact of the Incident is likely to exceed \$1,000 but will not be more than \$10,000. The damage to the reputation of the Airport is likely to be moderate.
Low	A minimal number of staff are affected and/or able to deliver an acceptable service but this requires extra effort. A minimal number of customers are affected and/or inconvenienced but not in a significant way. The financial impact of the Incident is likely to be less than \$1,000. The damage to the reputation of the Airport is likely to be minimal.

2. Restoration of Service Time

- i. Restoration of Service Time is the period of time beginning when the Company knew or should have known about a Service outage or degradation and ending with the response of the Company.
- ii. When Authority reports an Incident to Company, Company will assign to the Incident one of the below priority levels as determined by Authority.
- iii. Authority shall provide Company with data dumps, as requested, and with sufficient support and test time on Authority system to duplicate the Incident, certify that the Incident is within the system, and certify that the Incident has been corrected.
- iv. Restoration of Service Time based on priority level for the Incident as set by Authority is outlined in the following Incident and Prioritization Matrix and Response and Resolution Matrix:

	1 – Major Incidents/Organizational wide/Business Critical/Financial/Multiple Lanes/Life Safety/Airport Customer Processing/ Airport Reputation/Security	2 – Multiple Airport Customers or Authority end users including Authority Authorized Representatives	3 – Multiple Authority end users including Authority Authorized Representatives	4 – Authority end users including Authority Authorized Representatives and Request
1 – Work Blocked	P1 – Major Incident	P1 – Major Incident	P2 - High	P3 - Medium
2 – Work Degraded	P1 – Major Incident	P2 - High	P3 - Medium	P4 - Low
3 – Work not Affected	P3 - Medium	P3 - Medium	P4 - Low	P4 - Low
4 – Low Impact	P4 - Low	P4 - Low	P4 - Low	P4 - Low

Priority	Hours of Support	Response Target	Resolution Target
P1 – Major Incident	24 x 7	15 minutes	1 hour
P2 – High	Authority Business Hours	30 minutes	4 business hours
P3 – Medium	Authority Business Hours	2 hours	1 business day
P4 – Low	Authority Business Hours	1 business day	business days

Note: Priority Level for Restoration of Service time does not apply during Scheduled Downtime.

- 3. An Incident is deemed to be resolved when either:

- i. Company rectifies the Incident, reports such to Authority, and Authority agrees and accepts Company resolution. If Authority fails to notify Company of agreement and acceptance of Incident resolution within forty-eight (48) hours after Company's written notice of Incident resolution, Company will escalate notification to Authority Service Desk;
- ii. Workaround has been achieved and the implementation of further resolution is scheduled;
- iii. Authority acknowledges, after contacting Company, that there is no further Incident;
- iv. Company confirms to Authority that the functionality which is the subject of the reported Incident is corrected;
- v. The Incident cannot, despite reasonable efforts, be reproduced by Company and/or Authority and as such was a one-off; or
- vi. Company and Authority mutually determine that a final remedy for the Incident is scheduled in a timeframe that is satisfactory to the Authority.

4. After Action Review

Company will provide a draft AAR within five (5) days of any P1-Major Incident unless agreed to by the Parties.

5. Root Cause

Authority will work with Company to determine a mutually agreed upon solution to permanently eliminate the Root Cause. Solutions may include Software, Hardware, and/or training solution.

XVIII. WARRANTIES

1. Company Materials and Third-Party IP

Company represents and warrants that it owns, or is authorized to use, all Company IP, and Company-provided third-party IP.

Company shall retain all intellectual property rights of the Software. If at any time Company ceases to do business or otherwise ceases to make the Software available, Company shall assign these rights, or any other rights reasonable and necessary for the Authority continued use without interruption. Thirty (30) days prior to such event, Company shall provide the most current version of the Software Source Code and documentation in Production to Authority.

2. Open-Source Materials

Company represents and warrants that all open-source materials (OSM) included in Deliverables or Software are obtained from a trusted distributor. Unless otherwise specified in the Supplemental Contract, Company must maintain OSM support, including required patching and security Updates, which will be provided promptly after release. Company must not use any materials that allow users to modify or incorporate Source Code into larger programs on the condition that the Software containing the Source Code is publicly distributed without restrictions, commonly known as "Copyleft."

3. Access to Authority Data

Company represents and warrants that Company has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Authority's access

to and retrieval of Authority data.

4. Independent Source Code Review

Company shall have proof that software has been reviewed for security flaws, in binary format, by an independent organization that specializes in application security, at their expense, prior to delivery to the Authority.

5. No Malware / Surreptitious Code

Company represents and warrants that it has not and will not introduce or cause to be introduced Malware or any code surreptitiously that isn't required for the primary purpose of the Services in any Authority IT environment at any time. If Company discovers that Malware or surreptitious code has been introduced into Software, Company must, at no additional charge to Authority, (a) immediately undertake to remove such Malware (b) notify Authority in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Authority data or Software and otherwise assist the Authority in mitigating such damage and restoring any affected Services, Software or equipment.

6. Data Protection Laws

Company will comply with all applicable Data Protection Laws, including those that would be applicable to the Company if it, rather than the Authority, were the owner or data controller of any Authority data in its possession or under its control in connection with the Services.

7. Security Vulnerability Management

Company shall maintain a vulnerability management program aiming to identify and remediate security vulnerabilities within computing systems. This includes regular testing and a record of system remediation. Toolsets used to identify vulnerabilities are maintained with up-to-date vulnerability signatures. Results of vulnerability testing are utilized to craft an annual penetration test of systems and networks perceived as high risk, high value, or demonstrating a need for further scrutiny. All newly deployed systems or systems that have experienced a high level of change will be scanned for vulnerabilities prior to Production. Highly orchestrated environments with appropriate change control may be exempt from pre-deployment scanning.

XIX. INTELLECTUAL PROPERTY

Authority retains all rights, titles, and interests in and to all Authority IP. Company will not be permitted to use any of the Authority's IPs for the benefit of any entities other than the Authority. Upon expiration or termination of the Supplemental Contract, Company must cease all use of Authority IP and must return to the Authority all Authority IP.

XX. RESIDUAL KNOWLEDGE

Subject to Applicable Laws, nothing contained in this Supplemental Contract will restrict either Party from the use of any ideas, concepts, know-how, or techniques relating to the Services which either Party, individually or jointly, develops or discloses under this Supplemental Contract, provided that in doing so (a) such information is solely retained in the unaided memory of the Parties employees performing or using such Services, (b) the Party does not breach its respective obligations relating to confidentiality and non-disclosure, and (c) does not infringe the intellectual property rights of the other or third-parties who have licensed or provided materials to the other. Except for the license rights contained under this

Article, neither this Supplemental Contract nor any disclosure made hereunder grants any license to either Party under any intellectual property rights of the other.

XXI. DISPUTE RESOLUTION

A. Claims and Disputes

1. A claim is a written demand or assertion by one of the Parties seeking, as a matter of right, an adjustment or interpretation of this Supplemental Contract, payment of money, extension of time or other relief with respect to the terms of this Supplemental Contract. The term claim also includes other matters in question between Authority and Company arising out of or relating to this Supplemental Contract. The responsibility to substantiate claims will rest with the party making the claim.
2. If for any reason Company deems that additional cost or Supplemental Contract time is due to Company for work not clearly provided for in this Supplemental Contract, or previously authorized changes in the work, Company will notify Authority in writing of its intention to claim such additional cost or Supplemental Contract time. Company will give Authority the opportunity to keep strict account of actual cost and/or time associated with the claim. The failure to give proper notice as required herein will constitute a waiver of said claim.
3. Written notice of intention to claim must be made within ten (10) days after Company first recognizes the condition giving rise to the claim or before the work begins on which Company bases the claim, whichever is earlier.
4. When the work on which the claim for additional cost or Supplemental Contract time is based has been completed, Company will, within ten (10) days, submit Company's written claim to Authority. Such claim by Company, and the fact that Authority has kept strict account of the actual cost and/or time associated with the claim, will not in any way be construed as proving or substantiating the validity of the claim.
5. Pending final resolution of a claim, unless otherwise agreed in writing, Company will proceed diligently with performance of this Supplemental Contract and maintain effective progress to complete the work within the time(s) set forth in this Supplemental Contract.
6. The making of final payment for this Supplemental Contract may constitute a waiver of all claims by Authority except those arising from:
 - i. Claims, security interests or encumbrances arising out of this Supplemental Contract and unsettled;
 - ii. Failure of the work to comply with the requirements of this Supplemental Contract;
 - iii. Terms of special warranties required by this Supplemental Contract; and
 - iv. Latent defects.

B. Resolution of Claims and Disputes

1. The following shall occur as a condition precedent to Authority review of a claim unless waived in writing by Authority.

First Meeting: Within five (5) days after a claim is submitted in writing, Company's representatives who have authority to resolve the dispute shall meet with Authority representatives who have authority to resolve the dispute in a good faith attempt to resolve the dispute. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Second Meeting: If the First Meeting fails to resolve the dispute or if the Parties fail to meet, a senior executive for Company and for Authority, neither of which have day to day Supplemental Contract responsibilities, shall meet, within ten (10) days after a dispute occurs, in an attempt to resolve the dispute and any other identified disputes or any unresolved issues that may lead to dispute. Authority may invite other Parties as necessary to this meeting. If a party intends to be accompanied at a meeting by legal counsel, the other party shall be given at least three (3) working days' notice of such and also may be accompanied by legal counsel. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of rules of evidence.

Following the First Meeting and the Second Meeting, Authority will review Company's claims and may (1) request additional information from Company which will be immediately provided to Authority, or (2) render a decision on all or part of the claim in writing within twenty-one (21) days following the receipt of such claim or receipt of additional information requested.

If Authority decides that the work related to such claim should proceed regardless of Authority disposition of such claim, Authority will issue to Company a written directive to proceed. Company will proceed as instructed.

2. Prior to the initiation of any litigation to resolve disputes between the Parties, the Parties will make a good faith effort to resolve any such disputes by negotiation between representatives with decision-making power. Following negotiations, as a condition precedent to litigation, the Parties will mediate any dispute with a mediator selected by Authority. Such mediation shall occur in Hillsborough County, Florida.
3. Any action initiated by either party associated with a claim or dispute will be brought in the Circuit Court in and for Hillsborough County, Florida.

XXII. NON-EXCLUSIVE RIGHTS

This Supplemental Contract will not be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e) or 49 USC 47107(a), as may be amended from time to time, and related regulations.

XXIII. LAWS, REGULATIONS, ORDINANCES, AND RULES

Company, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Authority Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Authority, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the Federal, State, or local government, or Authority including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of Airport. Company, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Company or Authority by the Federal Government including but not limited to FAA or TSA. If Company, its officers, employees, agents, subcontractors or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Authority, then, in addition to any other remedies available to Authority, Company will be responsible and will reimburse Authority in the full amount of any such monetary penalty or other damages. This amount must be paid by Company within fifteen (15) days from the date of written notice.

XXIV. CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Company agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Authority in order to perform the Services contemplated by this Supplemental Contract.
- B. Upon request from Authority custodian of public records, provide Authority with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Supplemental Contract Term and following completion of this Supplemental Contract.
- D. Upon completion of this Supplemental Contract, keep and maintain public records required by Authority to perform the Services. Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Authority, upon request from Authority custodian of public records, in a format that is compatible with the information technology systems of Authority.

XXV. CONTRACT MADE IN FLORIDA

This Supplemental Contract has been made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of Authority and Company related to this Supplemental Contract are expressly set forth herein and this Supplemental Contract can only be amended in writing and agreed to by both Parties.

XXVI. NOTICES AND COMMUNICATIONS

All notices or communications whether to Authority or to Company pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO AUTHORITY:

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
SKYCENTER ONE
5411 SKYCENTER DRIVE
SUITE 500
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

TO COMPANY:

(MAIL DELIVERY)
VERTOSOFT LLC
1602 VILLAGE MARKET BLVD SE, SUITE 215
LEESBURG, VA 20175 USA

OR

(HAND DELIVERY)
VERTOSOFT LLC
1602 VILLAGE MARKET BLVD SE, SUITE 215
LEESBURG, VA 20175 USA

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

XXVII. SUBORDINATION OF AGREEMENT

It is mutually understood and agreed that this Supplemental Contract will be subordinate to the provisions of any existing or future agreement between Authority and the United States of America, its Boards, Agencies, Commissions, and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport, and this Supplemental Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

XXVIII. SUBORDINATION TO TRUST AGREEMENT

This Supplemental Contract and all rights of Company hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Authority to secure bonds issued by, or other obligations of, Authority. The obligations of Company hereunder may be pledged, transferred, hypothecated, or assigned at any time by Authority to secure such obligations. Conflicts between the terms of this Supplemental Contract and the provisions, covenants and requirements of the debt instruments mentioned above will be resolved in favor of the provisions, covenants and requirements of such debt instruments.

XXIX. ASSIGNMENT AND SUBCONTRACTING

Company will not assign, subcontract, sublease, or license this Supplemental Contract without the prior written consent of Authority. Such consent may be withheld at the sole discretion of Authority. If assignment, subcontract, sublease, or license is approved, Company will be solely responsible for ensuring that its assignee, subcontractor, sublessee, or licensee perform pursuant to and in compliance with the terms of this Supplemental Contract.

In no event will any approved assignment, subcontract, sublease, or license diminish Authority rights to enforce any and all provisions of this Supplemental Contract.

Before any assignment, subcontract, sublease, or license becomes effective, the assignee, subcontractor, sublessee, or licensee will assume and agree by written instruments to be bound by the terms and conditions of this Supplemental Contract during the remainder of the Term. When seeking consent to an assignment hereunder, Company will submit a fully executed original of the document or instrument of assignment to Authority.

XXX. APPLICABLE LAW AND VENUE

This Supplemental Contract will be construed in accordance with the laws of the State of Florida. Venue for any action brought pursuant to this Supplemental Contract will be in Hillsborough County, Florida, or in the Tampa Division of the U.S. District Court for the Middle District of Florida.

Company hereby waives any claim against Authority and its officers, Board members, agents, or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Supplemental Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Supplemental Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

XXXI. SCRUTINIZED COMPANIES

Company is required to complete Exhibit F, Scrutinized Company Certification, at the time this Supplemental Contract is executed and to complete a new Exhibit F for each renewal option period, if any.

This Supplemental Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that Company submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5) or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or is engaged in business operations in Cuba or Syria. The termination will be subject to the dollar amount limitations included in the respective Florida Statute.

XXXII. RELATIONSHIP OF THE PARTIES

Company is and will be deemed to be an independent contractor and operator responsible to all Parties for its respective acts or omissions, and Authority will in no way be responsible therefore.

XXXIII. RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Supplemental Contract as a condition precedent to the granting of funds for the improvement of the Airport, Company agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Supplemental Contract as may be reasonably required to obtain such funds; provided, however, that in no event will Company be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

XXXIV. TIME IS OF THE ESSENCE

Time is of the essence of this Supplemental Contract.

XXXV. NON-DISCLOSURE

All written and oral information and materials (Information) disclosed or provided by Authority to Company under this Supplemental Contract will not be disclosed by Company, whether or not provided before or after the date of this Supplemental Contract.

The Information will remain the exclusive property of Authority and will only be used by Company for purposes permitted under this Supplemental Contract. Company will not use the Information for any purpose which might be directly or indirectly detrimental to Authority or any of its affiliates or subsidiaries.

Company will prevent the unauthorized use, disclosure, dissemination or publication of the Information. Company agrees that it will cause its employees and representatives who have access to the Information to comply with these provisions and Company will be responsible for the acts and omissions of its employees and representatives with respect to the Information.

Company agrees that any disclosure of the Information by Company's employees and/or representatives will be deemed a breach of this Supplemental Contract. Company agrees that in the event of any breach or threatened breach by Company of its non-disclosure obligation, Authority may obtain such legal remedies as are available, and, in addition thereto, such equitable relief as may be necessary to protect Authority.

The non-disclosure obligation imposed on Company under this Supplemental Contract will survive the expiration or termination, as the case may be, of this Supplemental Contract and the obligation will last indefinitely.

XXXVI. WAIVERS

No waiver by Authority at any time of any of the terms, conditions, covenants, or agreements of this Supplemental Contract, or noncompliance therewith, will be deemed or taken as a waiver at any time thereafter of the same or any other term, condition, covenant or Supplemental Contract herein contained, nor of the strict and prompt performance thereof by Company. No delay, failure or omission of Authority to exercise any right, power, privilege or option arising from any default nor subsequent payment of charges then or thereafter accrued, will impair any such right, power, privilege or option, or be construed to be a waiver of any such default or relinquishment thereof or acquiescence therein. No notice by Authority will be required to restore or revive time as being of the essence hereof after waiver by Authority or default in one or more instances. No option, right, power, remedy or privilege of Authority will be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of the rights, powers, options, or remedies given to Authority by this Supplemental Contract are cumulative and no one of them will be exclusive of the other or exclusive of any remedies provided by law, and that the exercise of one right, power, option or remedy by Authority will not impair its rights to any other right, power, option or remedy.

XXXVII. TENANCY

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Contract by his or her signature thereto.

XXXVIII. AMERICANS WITH DISABILITIES ACT

Company will comply with the applicable requirements of the Americans with Disabilities Act; the Florida Americans with Disabilities Accessibility Implementation Act; Florida Building Code, Florida Accessibility Code for Building Construction; and any similar or successor laws, ordinances, rules, standards, codes, guidelines, and regulations and will cooperate with Authority concerning the same subject matter.

XXXIX. FAA APPROVAL

This Supplemental Contract may be subject to approval of the FAA. If the FAA disapproves this Supplemental Contract, it will become null and void, and both Parties will bear their own expenses relative to this Supplemental Contract.

XL. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if Company is not a resident of the State of Florida, or is an association or partnership without a member or partner resident of said State, or is a foreign corporation, then in any such event Company does designate the Secretary of State, State of Florida, as its agent for the purpose of service of process in any court action between it and Authority arising out of or based upon this Supplemental Contract, and the service will be made as provided by the laws of the State of Florida, for service upon a non-resident. It is further expressly agreed, covenanted, and stipulated that if for any reason service of such process is not possible, and Company does not have a duly noted resident agent for service of process, as an alternative method of service of process, Company may be personally served with such process out of this State, by the certified return receipt mailing of such complaint and process or other documents to Company at the address set out hereinafter in this Supplemental Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon Company as of the date of mailing and Company will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that Company hereby agrees to the process so served, submits to the jurisdiction of the State or Federal courts located in Hillsborough County, Florida, and waives any and all obligation and protest thereto, any laws to the contrary notwithstanding.

XLI. INVALIDITY OF CLAUSES

The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Supplemental Contract, and the remainder of this Supplemental Contract will be valid and enforced to the fullest extent permitted by law.

XLII. SEVERABILITY

If any provision in this Supplemental Contract is held by a court of competent jurisdiction to be invalid, the validity of the other provisions of this Supplemental Contract which are severable shall be unaffected.

XLIII. HEADINGS

The headings contained herein, including the Table of Contents, are for convenience in reference and are not intended to define or limit the scope of any provisions of this Company. If for any reason there is a conflict between content and headings, the content will control.

XLIV. SIGNATURES

A. Signature of Parties

It is an express condition of this Supplemental Contract that it will not be complete or effective until signed by Authority and by Company.

B. Counterparts

This Supplemental Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

XLV. PUBLIC ENTITY CRIME

Company attests compliance with Florida Statute Section 287.133, concerning Public Entity Crimes.

XLVI. MISCELLANEOUS

Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

XLVII. ORGANIZATION AND AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of Company hereby warrants and certifies to Authority that Company is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Supplemental Contract by his or her signature thereto and neither Company, its officers or any holders of more than five percent (5%) of the voting stock of Company have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Supplemental Contract with Public Entities. If Company is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, Company represents that the ownership and power to vote the majority of its outstanding capital stock belongs to and is vested in the officer or officers executing this Supplemental Contract.

XLVIII. ORDER OF PRECEDENCE

In the event of any conflict(s) among this Supplemental Contract Documents, Company will present conflict for resolution to Authority. Any costs resulting from Authority resolution of the conflict shall be borne by Company.

XLIX. CONTRACT CHANGES

A. A change order or amendment is a written contract modification prepared by Authority and signed by both Parties hereto, stating their agreement upon all of the following, and without invalidating this Supplemental Contract:

1. a change in the Scope of Services, if any;
2. a change of this Supplemental Contract amount, fees, hourly rates or other costs, if any;
3. a change of the basis of payment, if any;
4. a change in Supplemental Contract time, if any; and
5. changes to the terms and conditions of this Supplemental Contract including, but not limited to, the W/MBE percentage rate, if any.

B. Claim for Payment

Any claim for payment for changes in the Services that is not covered by written change order or amendment or other written instrument signed by the Parties hereto will be rejected by Authority. Company acknowledges and agrees that Company will not be entitled to changes in the Services unless such revised Services are specifically authorized in writing by Authority in advance. The terms of this Article may not be waived by Authority unless such waiver is in writing and makes specific reference to this Article.

Changes in the Services will be performed under applicable provisions of this Supplemental Contract, and Company will proceed promptly, unless otherwise provided in the change order, amendment or other written instrument.

C. Right to Carry Out the Services

If Company defaults or neglects to carry out the Services in accordance with this Supplemental Contract and fails within a seven (7) calendar day after receipt of written notice from Authority to begin and prosecute correction of such default or neglect with diligence and promptness, Authority may, without prejudice to other remedies Authority may have, correct such deficiencies. In such case an appropriate change order will be issued charging the cost of correcting such deficiencies, including compensation for another company's or Authority's additional services and expenses made necessary by such default, neglect or failure.

L. COMPLETE CONTRACT

This Supplemental Contract represents the complete understanding between the Parties, and any prior contracts, agreements or representations, whether written or verbal, are hereby superseded. This Supplemental Contract may subsequently be amended only by written instrument signed by the Parties hereto, unless provided otherwise within the terms and conditions of this Supplemental Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 1st day of June, 2023.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST:

Jane Castor, Secretary

BY:

Gary Harrod, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS:

Signature

BY:

Michael Kamprath, Assistant General Counsel

Printed Name

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this 1st day of June, 2023, by Gary Harrod, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification
Type of Identification Produced

VERTOSOFT LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

VERTOSOFT LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023, by _____ as

(Name of person)

_____, for _____.
(type of authority) (name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

TIPS VENDOR AGREEMENT

Between Vertosoft LLC and
(Company Name)

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

General Information

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Agreements

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Term of Agreement and Renewals

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

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

Award Notifications are anticipated as published in the Solicitation.

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

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

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

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

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

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

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

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

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

Participation Fees and Reporting of Sales to TIPS by Vendor

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

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

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

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

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

Licenses

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

Novation

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

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

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

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

Safety Measures

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

and existing structures from injury or damage.

Smoking

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

Marketing

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

Supplemental Agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

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

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

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

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

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

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

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

TIPS Agreement number and description at:

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

Insurance Requirements

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

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

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

Special Terms and Conditions

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

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

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

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Vertosoft LLC

Address 1602 Village Market Blvd. #215

City Leesburg State VA Zip 20175

Phone 571.7074130 Fax _____

Email of Authorized Representative chet@vertosoft.com

Name of Authorized Representative Chet Hayes

Title CTO

Signature of Authorized Representative *Chet Hayes*

Date 2/24/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 5-25-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



220105 Addendum 1 Vertosoft LLC Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/25/2022 03:00 PM (CT)
Notes:

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

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

TIPS 190103 Web and Cloud Computing Services

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

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

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Vertosoft LLC Information

Address: 1602 Village Market Blvd SE
Suite 215
Leesburg, VA 20175
Phone: (703) 568-4703
Email: sales@vertosoft.com
Web Address: <https://www.vertosoft.com>

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

Chet Hayes

Signature

Submitted at 2/24/2022 9:02:33 PM

chet@vertosoft.com

Email

Requested Attachments

Agreement Signature Form

Vertosoft 220105 Agreement Signature Form.pdf

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

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

All Other Certificates

No response

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

Pricing Form 2

Vertosoft 220105 Pricing Form 2.xlsx

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

Reference Form

Vertosoft 220105 Reference_Form.xls

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

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

Proposed Goods and Services

Vendor Product Catalogs.xlsx

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

D/M/WBE Certification OPTIONAL

No response

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

Warranty

No response

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

Vendor Agreement

Vertosoft 220105 Vendor Agreement.pdf

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

Pricing Form 1

Vertosoft 220105 Pricing Form 1.xlsx

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

Supplementary

No response

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

Logo and Other Company Marks

No response

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

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

No response

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

Disclosure of Lobbying Activities Standard Form LLL

No response

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

Confidentiality Claim Form

220105 CONFIDENTIALITY CLAIM FORM.pdf

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

Current W-9 Tax Form

Vertosoft W9 form - 2021.pdf

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

Response Attachments

Vertosoft Executive Summary.pdf

Executive Summary of Vertosoft's submission.

Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

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)

No response

5 Company and/or Product Description:

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

Vertosoft is focused on accelerating the adoption of innovative and emerging technology within the government. Consistent with our dedication to government customers, Vertosoft has deep domain knowledge and experience supporting all phases of the government sales and acquisition life cycle. Strategic sourcing is our forte, streamlining the time required to provide critical technology and services to government end users. We provide the flexibility, agility, and responsiveness of a small company with the experience of a large organization. Vertosoft's staff is widely respected and relied upon for its professional, ethical business approach. Our success is based upon the leadership of a highly-experienced management team. Our current staff has expertise in both meeting each agency's specific requirements and, in the technology, to satisfy those needs.

6 Primary Contact Name

Primary Contact Name

Jay Colavita

7 Primary Contact Title

Primary Contact Title

President

8 Primary Contact Email

Primary Contact Email

contracts@vertosoft.com

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7035684703"/>
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10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Chet Hayes"/>
-----------	--

13	Secondary Contact Title Secondary Contact Title <input type="text" value="CTO"/>
-----------	---

14	Secondary Contact Email Secondary Contact Email <input type="text" value="chet@vertosoft.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5717074137"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Hannah Xiu"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="ap@vertooft.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5712162502"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Michael DiPlacido"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="contracts@vertosoft.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5717999562"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.vertosoft.com"/>
2 5	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
2 6	Primary Address Primary Address <input type="text" value="1602 Village Market Blvd. #215"/>
2 7	Primary Address City Primary Address City <input type="text" value="Leesburg"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="VA"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="20175"/>

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.)

Workiva, Wdesk, Data Management, Collaboration, Comprehensive Agency Financial Reports, CAFR, Internal Controls, Risk Management, OpenGov, Budget, Performance, Data Driven Decisions, Economic Development, Council Manager Relations, Cloudfunder, Kion, Cloud, Cloud Governance, Compliance, Devo, Cloud Spend Management, Budget Enforcement, Security Policy Enforcement, Streamsets, Data Lake, Kafka, Streaming Data, vArmour AI, ML, Artificial Intelligence, Machine Learning, Data Labeling, Data Enrichment, Product Categorization, Training Data, ITSM, CMDB, ITIL, Service Management, Service Desk, Service Management, Asset Management, RPA, Data Governance, SEIM, First Alert, DevOps, CI/CD, mobile threat defense

31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

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?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

33 Company Residence (City)

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

34 Company Residence (State)

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

3 5 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

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

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

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

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

3 6 MINIMUM Discount Term

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

3 7 Yes - No

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

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

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

3 8 TIPS Administration Fee

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

3
9 **Yes - No**

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

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

4
0 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

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

4
1 **Additional Discounts?**

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

4
2 **Years in Business as Proposing Company**

Years in business as proposing company?

4
3 **Resellers:**

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

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

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

4
4 **Right of Refusal**

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

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

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

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

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

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

4 **Filing of Form CIQ**

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

4 **Regulatory Standing**

8 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.

4 **Regulatory Standing**

9 Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

5
1

Suspension or Debarment Instructions

Instructions for Certification:

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

5
2

Suspension or Debarment Certification

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

Yes

5
3

Non-Discrimination Statement and Certification

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

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

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

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

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

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

Yes, I certify (Yes)

5
4

2 CFR PART 200 Contract Provisions Explanation

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

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

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

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

5 2 CFR PART 200 Contracts

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

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

Does vendor agree?

5 2 CFR PART 200 Termination

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

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

Does vendor agree?

5 2 CFR PART 200 Clean Air Act

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

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

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

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

Does vendor agree?

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2 CFR PART 200 Federal Rule

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

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2 CFR PART 200 Procurement of Recovered Materials

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

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

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1 **2 CFR PART 200 Rights to Inventions**

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

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

Does vendor agree?

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

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

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

Does vendor agree?

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

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

Does vendor agree?

6 4 2 CFR PART 200 Contract Cost & Price

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

Does Vendor Agree?

6 5 FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

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

6 6 Certification of Compliance with the Energy Policy and Conservation Act

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

Does Vendor agree?

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7 **Certification Regarding Lobbying**

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

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

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

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

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

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

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

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

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

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

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

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

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

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Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms?

Yes, I Agree (Yes)

**7
2 Remedies**

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

Do you agree to these terms?

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3 Remedies Explanation of No Answer**

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4 Choice of Law**

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

Do you agree to these terms?

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5 Venue, Jurisdiction and Service of Process**

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

Do you agree to these terms?

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6 **Infringement(s)**

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

Do you agree to these terms?

Yes, I Agree

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7 **Infringement(s) Explanation of No Answer**

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8 **Contract Governance**

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

Yes, I Agree (Yes)

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9 **Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

80 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

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

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

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

None

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

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

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

3 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

8 **Logos and other company marks**

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

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Solicitation Deviation/Compliance

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

Yes

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Solicitation Exceptions/Deviations Explanation

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

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

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

No response

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Agreement Deviation/Compliance

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

Yes

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Agreement Exceptions/Deviations Explanation

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

No response

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Felony Conviction Notice

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

Select A., B. or C.

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

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

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

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

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

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

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

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

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

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

92 **Member Access to Vendor Proposal**

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

93 **Choice of Law clauses with TIPS Members**

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

94 **Venue of dispute resolution with a TIPS Member**

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

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

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

96 Indemnity Limitation with TIPS Members

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

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

97 Arbitration Clauses

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

98 Required Vendor Sales Reporting

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

99 Upload of Current W-9 Required

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

1000 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

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

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

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

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

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

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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

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

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

103 Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

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

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

COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT



THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available for membership by Governmental and other eligible entities in all fifty states.



TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

CONTACT INFORMATION:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

NOTICE TO PROPOSERS

PROPOSAL DUE DATE:

February 18, 2022 AT 3:00 P.M. LOCAL TIME

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE, BY FOREGOING DATE & TIME.

LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

REQUEST FOR PROPOSAL:

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

RFP 220105 Technology Solutions, Products and Services

NOTICE: The type of solicitation document is identified directly above. The use of terms such as: “Solicitation”, “Bid”, “Request for Proposal”, “RFP”, “Request for Competitive Sealed Proposal”, “RCSP”, or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

PIGGYBACKING NOTICE:

THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITIES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

General Information

FINANCING OF TIPS

TIPS Vendor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the amount actually invoiced and paid on TIPS sales by TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

The fee schedule for agreements awarded under solicitation is 1%.

Term of Agreement and Renewals

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

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

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

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

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

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

expires.

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

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

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

VALUE OF THE CONTRACT

The estimated value for the life of the of the contract for all awarded vendors combined is \$74,707,120.00. This estimate is not a guarantee of the minimum or maximum value of the contract because TIPS cannot accurately predict the future needs of our member entities, their budget allocations, or the ongoing needs as they relate to this solicitation.

Termination

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause or for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

Miscellaneous

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

Vendor Questions

Questions about the specific SOLICITATION shall be submitted to bids@tips-usa.com with the following in the subject line: "220105 Technology Solutions, Products and Services – Proposing Vendor Question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL February 4, 2022 AT NOON Local Time.

Pre-Bid Meeting (Not Mandatory)

A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email bids@tips-usa.com by Noon, January 20, 2022.

If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.

Posting Date	JANUARY 6, 2022	8:00 A.M. Local Time
Proposal Deadline	FEBRUARY 18, 2022	3:00 P.M. Local Time
Proposal Opening	FEBRUARY 18, 2022	3:00 P.M. Local Time
Proposal Review Begins	FEBRUARY 18, 2022	3:01 P.M. Local Time
Proposals Award	MAY 27, 2022	8:30 A.M. Local Time
Award Notifications	MAY 27, 2022	12:00 P.M. Local Time

Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

Pricing Models

Pricing for Line Items or Catalog

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the

agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

Definition of “catalog”

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

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

Adding New or Replacement Goods Items During the Life of the Agreement

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor’s cost of a good item. See Pricing sheets 1.

Pay Careful Attention to This When Completing the Pricing spreadsheets.

Adding New or Replacement Services During the Life of the Agreement

Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier’s price in which to apply a markup percentage. See Pricing sheets 2.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

Explanation:

Markup on cost

Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer’s pricing is available.

It is NOT recommended proposers use the Markup pricing method EXCLUSIVELY because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

NEW ITEMS: TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate

discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS: When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.

Note: If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

Shipping cost:

Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if the truck includes deliver but parts do not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

This solicitation is seeking providers for:

Technology Solutions, Products and Services

Specifications and Pricing

It is the intention of Region 8 ESC to contract with reliable, high performance vendors to supply technology solutions, products, and services to public agencies and certain non-profit organizations in the United States.

This solicitation is open to, but not limited to, the following list. Any goods, or services related to the provision of technology solutions, products, and services will be considered. TIPS shall make the final determination if the offerings of a vendor are to be considered for this solicitation.

Computers- new and refurbished
Printers and other accessories
Technology mounting hardware
Cables
Data storage
Internet services
Software as a service– all types
Software – all types
Scanners
Cameras
Surveillance equipment running over network
Network equipment
Cloud based technology services
Wireless systems and equipment and services
WAN, LAN
Fiber access or use
Computer based educational systems
Technology consulting services
Technology for transportation equipment, buses, cars, etc.
Data and system security services or equipment
Building and facility technology including but not limited to environmental controls, access systems, security, etc.
Backup power systems for technology equipment
Communications systems- telephony, wireless and radios
Notification software
Electronic and online ticketing systems
Technology based voting systems
Assistive Technology
Audio visual systems and equipment

Notification Systems
Data Backup Disaster Recovery
Management Software and Services
Distance Learning Services and Hardware
Managed Print Services
Internet & Network Security

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information.

Proposals should include all listings of technology solutions, products, and services, description of services, and any other related services. DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED technology solutions, products, and services. Hourly or other unit pricing for services providing installation, training, repair, maintenance, or other technology services may be submitted. Accessories to support technology solutions, products, and services should be submitted.

Offerors may provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. An Electronic Catalog, links to same, and/or availability to access the list prices should accompany the proposal if a discount off catalog is proposed. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. TIPS may award to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 8 ESC is seeking service providers that have the depth, breadth and quality of resources necessary to complete various aspects of this contract. In addition, TIPS also requests any relevant value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Proposers may submit all items and goods related to supplying technology solutions, products, and services that they offer. Proposer should submit all applicable services for all types of technology equipment and supplies.

Value Added Pricing

Value added services should be explained in detail. If proposer can offer greater quantities at lower pricing, these “value added” prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category of technology solutions, products, and services that can be provided by the Vendor. Servicing of technology equipment and supplies or any related service to support technology equipment and supplies may be included in this proposal.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

Additional Services:

Proposer should list in the Pricing Sheet 2 excel spreadsheet all related services, installation, travel, and hourly fee or other defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

The Vendor may furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and may perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

NOTHING HEREIN IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION.

Pricing Sheets 1 and 2 must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

A zero discount off catalog proposal is permitted, but TIPS encourages vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.

Proposer shall propose a minimum discount off catalog in the eBid system attribute for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because

they are published for all customers to see. If proposer offers a maximum increase percentage in their proposal, that maximum percentage shall control over the CPI. Proposer **may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.**

Caution: Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award. However, offering a markup method percentage may allow you to sell items or services that do not have a catalog or list price.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)

DO NOT PROPOSE “PRICE TO BE DETERMINED” or “ON REQUEST”. This method is not lawful to award by TIPS.

You must have unit pricing that can be applied to the needs of the customer.

Pricing Sheet 1 excel sheet

There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.

Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

Pricing Sheet 2 excel sheet

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.

ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR’S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE “PRICE TO BE DETERMINED”. If you have question on this process, call TIPS for clarification.

Example: Proposed catalog, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Service Incidental to the Sale of Goods

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms or their equivalent.

PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)

DO NOT PROPOSE “PRICE TO BE DETERMINED” or “ON REQUEST”. This method is not lawful to award by TIPS.

You must have unit pricing that can be applied to the needs of the customer.

Pricing Sheet 1 excel sheet

There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.

Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

Pricing Sheet 2 excel sheet

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.

ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.

Example: Proposed catalog, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

Goods Incidental to the Sale of Services

Many times, the sale of services may be accompanied by the sale of incidental, directly related goods (ex. Literature, app, or online portal to support consulting services). Proposers may submit pricing for the services in the Pricing Sheet 2 spreadsheet or in an attachment.

Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.

If LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.

NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.

When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms or their equivalents.

PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price:** (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods or services. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services;** (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services;** (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.
4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services;** (10) point weight. Points will be assigned to this criterion based on the Vendor's response to the Attribute entitled "MINIMUM Discount Term." A "YES" answer agreeing to at least offer the Minimum Discount Percentage off list or catalog proposed by Vendor will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.
5. **Extent to which the Goods or Services meet the Needs:** (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.
6. **Vendor's Past Relationship:** (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points.
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses:** (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute entitled “Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms” and the attribute that immediately follows, if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.

8. **Experience:** 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. Residency: 0 point weight. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - A. has its principal place of business in this state; or
 - B. employs at least 500 persons in this state.

Federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

About TIPS

It is the purpose of this solicitation to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.

- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- NOTE: It is always the Vendor’s responsibility under the TIPS agreement to report all sales under the TIPS Agreement. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract Number on all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to TIPSP@TIPS-USA.com, unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor’s TIPS Contract(s) and preclusion to responding to future solicitations.
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

Notice of Confidentiality of Proposed Information

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS “may” be public information. In the documents for the proposer to complete is a declaration form entitled “CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552” that

must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION Wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer's designated contact to all those vendors known to have reviewed the solicitation documents through our electronic bidding software, ION Wave.

PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required 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 agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

Resellers/Dealers

Vendors with Resellers/Dealers must enter/authorize all Authorized Resellers in the Vendor Portal upon award.

Vendor Certifications

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

Vendor Agreement

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

Agreement Signature Form

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

Warranty (If applicable)

Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

Protest Procedure

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Supplementary Catalogs and Information if Applicable

Supplementary Catalogs and Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services. Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer’s complete line of products, when possible.

LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS

Depending on different entities’ and jurisdictions’ laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities**: Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity

types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.

8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.
12. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:
 - a) Reject or cancel any or all proposals;
 - b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
 - c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;

- d) Reissue a SOLICITATION;
- e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
- f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
- g) **This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.**

Exhibit B

SCOPE OF SERVICES

A. Introduction

1. This Scope of Services details the type of Services and Deliverables that may be requested by Authority from Company. The Parties shall follow the requirements outlined in Section IV, Subsection B, Work Plan of the Supplemental Contract for any expansion, reduction, modification, or addition of Services.
2. The number and type of software licenses, products, or Services provided by the Company are specifically listed herein and any reference within this Scope of Services does not imply or convey software licenses or Services that are not explicitly listed.
3. Authority will purchase the AuditBond (Internal Audit) and ComplianceBond (Cyber) Modules included below and may purchase the remaining Modules listed below in a phased approach.
 - i. AuditBond (Internal Audit)
 - ii. ComplianceBond (Cyber)
 - iii. Health and Safety
 - iv. RiskBond (ERM)
 - v. Policy Management
 - vi. Business Continuity
 - vii. Ethics and Compliance

B. Installation and Documentation

1. Company shall provision all of the components of the Software in accordance with the project schedule, and shall provide copies of all Documentation, including operating manuals, training aids, user guides, knowledge articles, and system administration Documentation to Authority as well as technical reference materials describing the operation of all such components in sufficient detail to enable Authority's employees to operate, use, and test the same without assistance from Company.
2. Authority shall have the right to utilize all Documentation supplied by the Company under the Supplemental Contract, including but not restricted to the Software and the Documentation, whether for training, provided that such use shall be solely for use by Authority or any other member of the Authority and its representatives, that such use shall be subject to the same restrictions on use and disclosure as are contained in the Supplemental Contract with respect to the original Documentation, and that any copyright notices or markings contained on such Documentation.

C. Inspection of the Deliverables

1. Upon the Deliverables being delivered by the Company, Authority and Company shall subject the Deliverables to UAT in order to verify that they meet the Functional Specifications, Authority operational, support and performance requirements.

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SCOPE OF SERVICES

2. Each deliverable will be considered accepted when Authority provides Company written notice that the Deliverables meet all the requirements from a functionality, operational and performance perspective or ten (10) business days after delivery if Authority has not first given Company written notice of rejection.
3. If the Deliverables do not meet all requirements, Authority shall notify the Company of such failure, specifying the problems encountered. Upon Authority's notification, Company shall immediately conduct a retest. If upon retesting, the Deliverables do not meet the Functional Specifications, Company shall, within ten (10) business days, correct all problems and shall notify Authority of completion of the corrections, following which the UAT process shall be reperformed.
4. In case of rejection, Company shall correct the deviation and redeliver the Deliverables within five (5) business days of rejection or as agreed to by the Parties.
5. If the Delivery does not confirm to its Functional Specifications on the third or any subsequent delivery, Authority may require a refund of fees paid corresponding to such deliverable.
6. Company shall provide such refund withing thirty (30) days of Authority's written request.
7. Company's Services in correcting problems, if any, specific to the installation test criteria shall be provided without charges to Authority.

D. Scope of License

The license granted to Authority hereunder includes the right to permit any member or members of Authority to use and access the Deliverables at no additional cost, provided that only the licensed number of users of the Software be used at any one time.

E. Quality Assurance

Company will be solely responsible for the quality of all Services furnished by Company, its employees and/or its subcontractors under the Supplemental Contract. All Services furnished by Company, its employees and/or its subcontractors must be performed in accordance with best management practices and best professional judgment, in a timely manner, and must be fit and suitable for the purposes intended by Authority. Company's Services and deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

F. Warranty of Services

1. Notwithstanding Acceptance by the Authority or any provision concerning the conclusiveness thereof, the Company warrants that all Services performed, at the time of Acceptance, are free from defects in workmanship and conform to the requirements of the Supplemental Contract. The Authority will give written notice of any defect or nonconformance to the Company no later than thirty (30) days following the date of discovering such defect. This notice shall state either (1) that the Company shall correct or re-perform any defective or nonconforming Services, or (2) that the Authority does not require correction or re-performance.

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2. If the Company is required to correct or re-perform Services, it shall be at no cost to the Authority, and any Services corrected or re-performed by the Company shall be subject to this clause to the same extent as the Services initially performed. If the Company fails or refuses to correct or re-perform, the Authority may, by contract or otherwise, correct or replace with similar services and charge to the Company the cost occasioned to the Authority thereby.

If the Authority does not require correction or re-performance, the Authority may either (1) elect to have the Software removed and be entitled to one hundred percent (100%) refund for the cost of the Software or (2) keep the Software as is and be responsible for the payment.

G. Modules

1. RiskBond ERM Effort

	Activities	Key Activities & Milestones / Deliverables	Effort (Hours)
1. PLANNING & OVERSIGHT			
	<i>1.1 Project Kick-Off & Planning</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • Company will initiate project • Company and Authority will introduce their respective teams • Company and Authority will confirm roles and responsibilities of their respective teams • Company will set timelines for Module design activities in the project schedule • Company and Authority will validate that access is appropriately granted to teams <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved project plan and milestones 	1.0
	<i>1.2 Project Oversight</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • Company will schedule regular status meetings (at least bi-weekly) to discuss progress, issues, review budgets, discuss concerns, agree next steps, etc. Company will also provide percent of work completed on the activity from the last report. • Company will prepare for and attend the meetings, and action any items that arise 	6.0

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		<p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Regular status meetings and updates 	
2. CONFIGURE MODULE - Enterprise Risk Management (ERM)			
	<p><i>2.1 Understanding Authority ERM</i></p>	<p>Key Activities and Responsible Party(s): Company project team members will interview Authority key stakeholders and review sample documentation and artifacts provided by Authority to understand:</p> <ul style="list-style-type: none"> • How ERM is being performed and how they gather feedback from business owners. • How risks are identified, raised, reviewed, assessed, and how they are managed • How risks are classified and the fields used to track, record, and manage risks • How operational risks are mapped to enterprise risks and mitigating controls • Future areas for improvements • The needs of individuals (outside of Authority’s team) to interact with the system. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype design documentation 	12.0
	<p><i>2.2 Strategy and Risk Library Configuration</i></p>	<p>Key Activities and Responsible Party(s): Company project team members will hold workshops with Authority team in order to build the initial configuration (terminology, naming conventions, instructions on how to populate enterprise level risks) of the strategy application and the risk library framework within the Projects application or operational risks and mitigating controls</p> <p>Milestones & Deliverables</p> <p>Demo of fully configured strategy and risk library</p>	14.0
	<p><i>2.3 Risk Workflow Buildout</i></p>	<p>Key Activities and Responsible Party(s): Company project team members will collaborate with the Authority’s team in order to scope, build (a sample of strategic risks, operational risks and</p>	16.0

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		<p>controls), and validate the ERM workflow specifically for identifying and raising strategic and operational risks.</p> <ul style="list-style-type: none"> • Requirements Gathering: Company to validate requirements, build minor visualization reports or dashboards to validate buildout • Building Workflow: Company resources to build workflow as illustrated in the visualization <p>Notes / Assumptions:</p> <ul style="list-style-type: none"> - Company team to build the workflow in strategy and projects applications and Authority to validate and approve prior to building workflows - As part of knowledge transfer and training, Company team to demonstrate how to link operational/lower level risks to the enterprise risks for evaluation and review of inherent vs residual risks. <p>Milestones & Deliverables</p> <p>Demo of the workflow and configurations</p>	
3. KNOWLEDGE TRANSFER AND TRAINING			
	<i>3.1 Training Preparation</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • Company and Authority will agree on training agenda • Company trainers will prepare training materials <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Confirmed Training Logistics • Confirmed Training Agenda 	2.0
	<i>3.2 Deliver Enablement Training</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • 1 Company trainer will deliver up to six (6) remote training session (each session is between three (3) to four (4) hours) for up to ten (10) core/power users that include as-needed training of baseline functionality and the prototyped workflows alongside management and maintenance of ERM • Company to provide training material to Authority at a minimum two (2) weeks in advance of the scheduled training 	24.0

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		<ul style="list-style-type: none"> • Authority to record training <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of all training sessions 	
4. ADDITIONAL POST-ENABLEMENT SUPPORT			
	<i>4.1 Post-Training Follow-up - Reports and Troubleshooting</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • Company will provide support to further customize or refine workflows or reports, or provide refresher training on specific topics • Company to provide additional work sessions and refresher courses as needed "two weeks later" and "one month later" at no additional cost to Authority <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of Post-Enablement Support 	4.0
	<i>4.2 Project Wrap-up</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • Company will provide debrief session / workshop • System Acceptance by Authority in accordance with the provisions included in the Work Plan • Company and Authority to complete project close and handover <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Close Initial Enablement Project 	1.0
Effort			80.0

2. AuditBond - Internal Audit Effort

- i. Managing ITRM Audits by leveraging the Company HighBond platform (sixty (60) hours)
- ii. Project Kick-off & Oversight (eight (8) hours - Company, four (4) hours - Authority)
- iii. Key Activities:
 - a. Schedule a kick-off meeting to:
 - 1) Introduce Authority’s team to the Company adoption team.
 - 2) Develop a high-level project plan that outlines roles, responsibilities, milestones, and key dates.
 - 3) Set up periodic and regular status update meetings.
 - b. Authority Responsibilities

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- 1) Provide feedback and approval of the high-level project plan.
 - 2) Designate a project manager (lead), who will coordinate all activities with Company.
 - 3) Attend kick-off meeting and oversight meetings.
- iv. Launchpad Overview (two (2) hours - Company, one (1) hour - Authority)
- v. Key Activities:
- a. Conduct a high-level walkthrough of Company HighBond's Launchpad. This session typically runs for one (1) hour and covers the following items: navigation within the tool; user administration; and access to help, support, training, and user forums.
 - b. Authority Responsibilities

Designate suitable individuals to attend the Launchpad walkthrough session.
- vi. Configure Software Prototype (twenty (20) hours - Diligent, two (2) to three (3) hours - Authority)
- vii. Key Activities
- a. Company project team will:
 - 1) Review examples, documentation and other artifacts as necessary provided by Authority team.
 - 2) Conduct requirement gathering session(s) to understand Authority's current and desired processes and outcomes in areas such as planning and resourcing, completion of risk assessments / audits / compliance reviews, management of; and monitoring and reporting.
 - 3) Use a small representative sample of data to jointly prepare at least two (2) Software prototypes that illustrate how the key areas of Authority's desired workflow will work in HighBond. The prototypes will be built in Authority's HighBond instance and will be available to the Authority as a reference for training and for use beyond the initial enablement.
 - 4) Complete prototypes walkthrough and validation sessions to refine our understanding and modify the prototype as needed.
 - b. Authority's Responsibilities
 - 1) Provide timely access to Authority's key stakeholders.
 - 2) Provide timely access to sample documentations and project artifacts for prototyping.

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- 3) Review and approve the Diligent HighBond prototype(s) created in the Authority's environment.
- viii. Enablement Training (twenty (24) hours - Company, sixteen (16) to twenty (20) hours - Authority)
- a. Key Activities:
 - 1) Five (5) to six (6) remote learning sessions via web conferencing technology. Each remote session will on average be four (4) hours in length.
 - 2) Company training is designed to be hands-on with Authority team using the tool real-time with participant progress tracked and measured as the training progresses.
 - b. Authority Responsibilities
 - 1) Create and activate user accounts prior to the training sessions.
 - 2) Have attendees complete any relevant prerequisite online Company academy courses; these online training courses are included and available as part of Authority's subscription at no additional cost.
 - 3) Coordinate and support training logistics.
- ix. Post Implementation Support (six (6) hours Company)
- a. Key Activities:
 - 1) follow-up to provide support to further customize or refine workflows or reports or provide refresher training on specific topics.
 - 2) IT Audit project wrap up.
- x. Robotics Software (Robots Agent) Set Up (Included as a free package)
- a. Key Activities:
 - 1) Introduce Authority to the Company adoption and technical team.
 - 2) Company to support Authority in the preparation and installation of Robots Agent.
 - b. Authority's Responsibilities:
 - 1) Designate a project manager (lead), who will coordinate all activities with Company.
 - 2) Provide proper remote access, in the form of VPN, remote desktop, and other means to access the server remotely.

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- 3) Configure a virtual or physical server to host the software that meets the minimum requirements.
- 4) Configure ports for connection to the server.
- 5) Create a Domain User Account to run the background service.
- 6) Refer to the following page for all information related to the technical requirements:

https://help.highbond.com/helpdocs/highbond/en-us/Content/robots/administration/on_premise_agent_system_requirements.html

- 7) Install required drivers and grant the Authority's team appropriate access to the data sources we will be connecting to as part of this project.

	Activities	Key Activities & Milestones / Deliverables	Effort (Hours)
1. PLANNING & OVERSIGHT			
	<i>1.1. Project Kick-Off & Planning</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> Company will initiate project Company and Authority will introduce their respective teams Company and Authority will confirm roles and responsibilities of their respective teams Company will set timelines for Module design activities in the project schedule Company and Authority will validate that access is appropriately granted to teams <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> Approved project schedule and milestones 	2
	<i>1.2 Project Oversight</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> Company will schedule regular status meetings (at least bi-weekly) to discuss progress, issues, review budgets, discuss concerns, agree next steps, etc. Company will also provide percent of work completed on the activity from the last report. Company will prepare for and attend the meetings, and action any items that arise <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> Regular status meetings and updates 	8

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2. DEVELOP SOFTWARE - INTERNAL AUDIT PROTOTYPE			
	<i>2.1 Audit Requirements Gathering</i>	<p>Key Activities and Responsible Party(s): Company's project team members will interview key stakeholders from Authority Internal Audit team and review sample documentation to understand:</p> <ul style="list-style-type: none"> • Current process planning, fieldwork reporting, issues tracking, etc. • Future needs incl. any areas where Authority would like to see improvements. • The needs of individuals (outside of the Internal Audit team) to interact with the system. Examples include control or process owners, auditees, issue owners, external auditors, etc. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype design documentation 	12
	<i>2.2 Build Prototype Software</i>	<p>Key Activities and Responsible Party(s): Based on the requirements gathering phase Company will develop & configure a basic working prototype for a selection of processes comprising of two Audits:</p> <ul style="list-style-type: none"> • Enabling basic audit workflows for planning, testing, results, issues management, and reporting. • Enabling existing “out of the box” reports to meet Authority’s needs. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Draft a Prototype Software in place that includes all the key requirements as per activity 2.1 • Demo of fully configured prototype 	22
	<i>2.3 Validate Prototype Software</i>	<p>Key Activities and Responsible Party(s):</p> <p>Based on the work performed under activity 2.1 and 2.2, Company and Authority will walk the Authority through the prototyped Software and environment to review and validate the configuration of the proposed Software is consistent with requirements gathered under activity 2.1 and is fit for use for purposes of enablement training rollout under activity 3.2 below.</p>	5

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		<p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved Prototype Software in place for enablement training (activity 3.2 below) • Demo of fully configured prototype 	
	<p><i>2.4 Risk Assessment Requirements Gathering</i></p>	<p>Key Activities and Responsible Party(s):</p> <p>Company project team members will interview key stakeholders from Authority’s Internal Audit team and review sample documentation to understand the Authority’s risk assessment process and audit planning, including:</p> <ul style="list-style-type: none"> • Collaboration with the different key stakeholders to understand their risk • Understanding Authority audit universe and how the Authority assesses risks <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Requirements for key stakeholders are understood and documented 	10
	<p><i>2.5 Risk Assessment Configuration</i></p>	<p>Key Activities and Responsible Party(s):</p> <p>Based on the requirements gathering phase Company will develop & configure a basic working prototype for a selection of processes comprising of Authority audit universe for Authority risk assessment:</p> <ul style="list-style-type: none"> • Company will enable basic risk assessment workflow for planning, risk assessment, and reporting <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Draft Prototype Software in place that includes all the key requirements as per activity 2.4 	15
3. TRAIN & SUPPORT			
	<p><i>3.1 Training Preparation</i></p>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • Company and Authority will agree on training agenda • Company trainers will prepare training materials <p>Milestones & Deliverables:</p>	2.0

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		<ul style="list-style-type: none"> • Confirmed Training Logistics • Confirmed Training Agenda 	
	<i>3.2 Deliver Enablement Training</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • One (1) Company trainer delivering up to six (6) remote training session (each session is between three (3) to four (4) hours) for up to ten (10) core/power users that includes as needed training of baseline functionality and the prototyped workflows alongside management. • Company to provide training material to Authority at a minimum two (2) weeks in advance of the scheduled training • Authority to record training <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of all training sessions • Time not spent during training would be dedicated towards post-enablement support and troubleshooting 	24
4. POST ENABLEMENT SUPPORT			
	<i>4.1 Post-Training Follow-Up</i>	<p>Key Activities and Responsible Party(s):</p> <ul style="list-style-type: none"> • Company will provide support to further customize, refine workflows, reports or provide refresher training on specific topics. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of Post-Enablement Support 	4
	<i>4.2 Project Wrap-up</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide debrief session / workshop • System Acceptance by Authority in accordance with the provisions included in the Work Plan • Company and Authority to complete project close and handover <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Close Initial Enablement Project 	1
Effort			105

3. ComplianceBond – Cyber Effort

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	Activities	Key Activities & Milestones / Deliverables	Effort (Hours)
1. PLANNING & OVERSIGHT			
	<i>1.1. Project Kick-Off & Planning</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will initiate project • Company and Authority will introduce their respective teams • Company and Authority will confirm roles and responsibilities of their respective teams • Company will set timelines for Software design activities in the project schedule • Company and Authority will validate that access is appropriately granted to teams <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved project plan and milestones 	2
	<i>1.2 Project Oversight</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will schedule regular status meetings (at least bi-weekly) to discuss progress, issues, review budgets, discuss concerns, agree next steps, etc. Company will also provide percent of work completed on the activity from the last report. • Company will prepare for and attend the meetings, and action any items that arise <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Regular status meetings and updates 	8
2. DEVELOP SOFTWARE - CYBER PROTOTYPE			
	<i>2.1 Requirements Gathering</i>	<p>Key Activities:</p> <p>Company's project team members to interview key stakeholders from the Authority's team and review sample documentation to understand:</p>	16

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		<ul style="list-style-type: none"> • Current process planning, fieldwork reporting, issues tracking etc. • Future needs incl. any areas where the Authority would like to see improvements. • The needs of individuals (outside of the team,) to interact with the system. Examples include control or process owners, auditees, issue owners, external auditors etc. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype design documentation 	
	<p><i>2.2 Build Prototype Software</i></p>	<p>Key Activities: Based on the requirements gathering phase Company will develop & configure a basic working prototype for a selection of processes comprising a Cyber Audit:</p> <ul style="list-style-type: none"> • Enabling basic audit workflows for planning, testing, results and issues management and reporting. • Enabling existing “out of the box” reports to meet the Authority’s needs. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Draft Prototype Software in place that includes all the key requirements as per activity 2.1. • Demo of fully configured prototype 	<p align="center">26</p>
	<p><i>2.3 Validate Prototype Software</i></p>	<p>Key Activities: Based on the work performed under activity 2.1 and 2.2, Company will walk the Authority through the prototyped Software and environment to review and validate the configuration of the proposed Software is consistent with</p>	<p align="center">12</p>

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		<p>requirements gather under activity 2.1 and is fit for use for purposes of enablement training rollout under activity 3.2 below.</p> <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved Prototype Software in place for enablement training (activity 3.2 below). • Demo of fully configured prototype 	
3. TRAIN & SUPPORT			
	<p><i>3.1 Training Preparation</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company and Authority will agree on the training agenda • Company trainers prepare training materials • Company to provide training material to Authority at a minimum two (2) weeks in advance of the scheduled training • Authority to record training <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Confirmed Training Logistics • Confirmed Training Agenda 	<p align="center">2.0</p>
	<p><i>3.2 Deliver Enablement Training</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • 1 Company trainer delivering up to 6 remote training sessions (each session is between three (3) to four (4) hours) for up to ten (10) core/power users that includes as needed training of baseline functionality and the prototyped workflows alongside management. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of all training sessions. • Time not spent during training would be dedicated towards post- 	<p align="center">24</p>

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		enablement support and troubleshooting.	
4. POST ENABLEMENT SUPPORT			
	<i>4.1 Post-Training Follow-Up</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide support to further customize or refine workflows or reports or provide refresher training on specific topics. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of Post-Enablement Support 	4
	<i>4.2 Project Wrap-up</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide debrief session / workshop • System Acceptance by Authority in accordance with the provisions included in the Work Plan • Company and Authority to complete project close and handover <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Close Initial Enablement Project 	1
			Effort
			95

4. Health and Safety Effort

	Activities	Key Activities & Milestones / Deliverables	Effort (Hours)
1. PLANNING & OVERSIGHT			
	<i>1.1. Project Kick-Off & Planning</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will initiate project • Company and Authority will introduce their respective teams • Company and Authority will confirm roles and responsibilities of their respective team members • Company will set timelines for Software design activities 	5

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		<ul style="list-style-type: none"> • Company and Authority will validate that access is appropriately granted to teams • Company and Authority will conduct a launchpad Overview <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved project plan and milestones 	
	<i>1.2 Project Oversight</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will schedule regular status meetings to discuss progress, issues, review budgets, discuss concerns, agree next steps, etc. Company will also provide percent of work completed on the activity from the last report. • Company will prepare for and attend the meetings, and action any items that arise <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Regular status meetings and updates 	10
2. DEVELOP SOFTWARE - HEALTH AND SAFETY CONFIGURATION			
	<i>2.1 Requirement Gathering</i>	<p>Key Activities:</p> <p>Company's project team members to interview key stakeholders from the Authority's team to understand the Authority's current Health and Safety process and review sample documentation to understand:</p> <ul style="list-style-type: none"> • The Authority's current & desired future states, processes, and outcomes in areas such as the intake form, the data sheets, incidents, issues and reporting. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Complete review • Prototype design documentation 	12

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	<p><i>2.2 Build Prototype Software</i></p>	<p>Key Activities: Based on the requirements gathering phase Company will develop & configure a basic working prototype for Health and Safety.</p> <ul style="list-style-type: none"> • Company will use a small representative subset of data (one example of an intake form) to prepare one Software prototype that illustrates how the key areas of the Authority’s desired workflow will work in HighBond. • Company will complete one (1) to two (2) prototype walkthrough / validation session(s) to validate our understanding of the Authority’s requirements and refine the prototypes as needed. • Authority will test the Software and identify desired changes (attributes, integrations, questionnaires, reports, etc.) <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype Software in place that includes all the key requirements as per activity 2.1. • Demo of fully configured prototype 	<p align="center">25</p>
	<p><i>2.3 Validate Prototype Software</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company and Authority will complete prototype walkthrough / validation session(s) to validate our understanding of the Authority’s requirements and refine the prototypes as needed. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved Prototype Software in place for enablement training (activity 3.2 below). • Demo of fully configured prototype 	<p align="center">15</p>

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3. ITRM TRAIN & SUPPORT			
	<i>3.1 Training Preparation</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company and Authority will agree on training agenda • Company trainers prepare training materials <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Confirmed Training Logistics • Confirmed Training Agenda 	3
	<i>3.2 Deliver Enablement Training</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • 1 Company trainer delivering up to six (6) remote training session (each session is between three (3) to four (4) hours) for up to 10 core/power users that includes as needed training of baseline functionality and the prototyped workflows alongside management. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of all training sessions. • Time not spent during training would be dedicated towards post-enablement support and troubleshooting. 	24
4. POST-ENABLEMENT SUPPORT			
	<i>4.1 Post-Enablement Follow-up</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide further support to team toward going live with the Software <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of Post-Enablement Support 	10
	<i>4.2 Project Wrap-up</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide debrief session / workshop • System Acceptance by Authority in 	1

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	<p>accordance with the provisions included in the Work Plan</p> <ul style="list-style-type: none"> • Company and Authority to complete project close and handover <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Close the Initial Project 	
Effort		105

5. Ethics and Compliance Effort

	Activities	Key Activities & Milestones / Deliverables	Effort (Hours)
1. PLANNING & OVERSIGHT			
	<i>1.1. Project Kick-Off & Planning</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will initiate project • Company and Authority will introduce their respective teams • Company and Authority will confirm roles and responsibilities of their respective teams • Set timelines for Software design activities • Company and Authority will validate that access is appropriately granted to teams • Company and Authority will conduct a launchpad overview <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved project plan and milestones 	5
	<i>1.2 Project Oversight</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will schedule regular status meetings to discuss progress, issues, review budgets, discuss concerns, agree next steps, etc. Company will also provide percent of work completed on the activity from 	10

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		<p>the last report.</p> <ul style="list-style-type: none"> • Company will prepare for and attend the meetings, and action any items that arise <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Regular status meetings and updates 	
2. DEVELOP SOFTWARE - Ethics & Compliance CONFIGURATION			
	<i>2.1 Requirement Gathering</i>	<p>Key Activities: Company's project team members will interview key stakeholders from the Authority's team to understand the Authority's current Ethics & Compliance process and review sample documentation to understand:</p> <ul style="list-style-type: none"> • Company will conduct requirements gathering session(s) to understand the Authority's current & desired future states, processes, and outcomes in areas such as planning & resourcing, workflows of Ethics & Compliance and monitoring & reporting (as applicable). <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype design documentation 	16
	<i>2.2 Build Prototype Software</i>	<p>Key Activities: Based on the requirements gathering phase Company will develop & configure a basic working prototype for Ethics & Compliance.</p> <ul style="list-style-type: none"> • Company will use a small representative subset of data to prepare one Software prototype that illustrates how the key areas of the Authority's desired workflow will work in HighBond. • Company will complete one (1) to 	30

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		<p>two (2) prototype walkthroughs/validations session(s) to validate its understanding of the Authority’s requirements and refine the prototypes as needed.</p> <ul style="list-style-type: none"> • Authority will test the Software and identify desired changes (attributes, integrations, questionnaires, reports, etc.) <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype Software in place that includes all the key requirements as per activity 2.1. • Demo of fully configured prototype 	
	<i>2.3 Validate Prototype Software</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company and Authority will complete prototype walkthrough/validation session(s) to validate our understanding of the Authority’s requirements and refine the prototypes as needed. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved Prototype Software in place for enablement training (activity 3.2 below). • Demo of fully configured prototype 	15
3. ITRM TRAIN & SUPPPORT			
	<i>3.1 Training Preparation</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company and Authority will agree on training agenda • Company trainers prepare training materials <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Confirmed Training Logistics • Confirmed Training Agenda 	3
	<i>3.1 Deliver Enablement Training</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • 1 Company trainer delivering up to five (5) remote training session (each 	20

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		<p>session is between three (3) to four (4) hours) for up to ten (10) core/power users that includes as needed training of baseline functionality and the prototyped workflows alongside management.</p> <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of all training sessions. • Time not spent during training would be dedicated towards post-enablement support and troubleshooting. 	
4. POST-ENABLEMENT SUPPORT			
	<i>4.1 Post-Enablement Follow-up</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Provide further support to team toward going live with the Software <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of Post-Enablement Support 	10
	<i>4.2 Project Wrap-up</i>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide debrief session / workshop • System Acceptance by Authority in accordance with the provisions included in the Work Plan • Company and Authority to complete project close and handover <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Close Initial Project 	1
			Effort
			110

6. Business Continuity Effort

Activities	Key Activities & Milestones / Deliverables	Effort (Hours)
1. PLANNING & OVERSIGHT		

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	<p><i>1.1. Project Kick-Off & Planning</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will initiate project • Company and Authority will introduce their respective teams • Company and Authority will confirm roles and responsibilities of their respective teams • Set timelines for Software design activities • Validate that access is appropriately granted to teams • Company and Authority will conduct a launchpad overview <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved project plan and milestones 	<p align="center">5</p>
	<p><i>1.2 Project Oversight</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will schedule regular status meetings to discuss progress, issues, review budgets, discuss concerns, agree next steps, etc. Company will also provide percent of work completed on the activity from the last report. • Company will prepare for and attend the meetings, and action any items that arise <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Regular status meetings and updates 	<p align="center">10</p>
<p>2. DEVELOP SOFTWARE - Business Continuity CONFIGURATION</p>			
	<p><i>2.1 Requirement Gathering</i></p>	<p>Key Activities:</p> <p>Company's project team members to interview key stakeholders from the Authority's team to understand the Authority's current Business Continuity process and review sample documentation to understand:</p>	<p align="center">16</p>

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		<ul style="list-style-type: none"> • Company will conduct requirements gathering session(s) to understand the Authority’s current & desired future states, processes, and outcomes in areas such as planning and resourcing, workflows of Business Continuity and monitoring & reporting (as applicable). <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype design documentation 	
	<p><i>2.2 Build Prototype Software</i></p>	<p>Key Activities: Based on the requirements gathering phase Company will develop & configure a basic working prototype for Business Continuity.</p> <ul style="list-style-type: none"> • Company will use a small representative subset of data to prepare one Software prototype that illustrates how the key areas of y the Authority’s desired workflow will work in HighBond. • Company and Authority will complete one (1) to two (2) prototype walkthrough / validation session(s) to validate our understanding of the Authority’s requirements and refine the prototypes as needed. • Authority will test the Software and identify desired changes (attributes, integrations, questionnaires, reports, etc.) <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Prototype Software in place that includes all the key requirements as per activity 2.1. • Demo of fully configured prototype 	<p align="center">30</p>

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	<p><i>2.3 Validate Prototype Software</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company and Authority will complete prototype walkthrough / validation session(s) to validate our understanding of the Authority’s requirements and refine the prototypes as needed. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Approved Prototype Software in place for enablement training (activity 3.2 below). • Demo of fully configured prototype 	<p align="center">15</p>
<p>3. ITRM TRAIN & SUPPORT</p>			
	<p><i>3.1 Training Preparation</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company and Authority will agree on training agenda • Company trainers prepare training materials <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Confirmed Training Logistics • Confirmed Training Agenda 	<p align="center">3</p>
	<p><i>3.1 Deliver Enablement Training</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • 1 Company trainer delivering up to five (5) remote training session (each session is between three (3) to four (4) hours) for up to ten (10) core/power users that includes as needed training of baseline functionality and the prototyped workflows alongside management. <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of all training sessions. • Time not spent during training would be dedicated towards post-enablement support and troubleshooting. 	<p align="center">20</p>
<p>4. POST-ENABLEMENT SUPPORT</p>			

Exhibit B

SCOPE OF SERVICES

	<p><i>5.1 Post-Enablement Follow-up</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide further support to team toward going live with the Software <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Delivery of Post-Enablement Support 	<p align="center">15</p>
	<p><i>4.2 Project Wrap-up</i></p>	<p>Key Activities:</p> <ul style="list-style-type: none"> • Company will provide debrief session / workshop • System Acceptance by Authority in accordance with the provisions included in the Work Plan • Company and Authority to complete project close and handover <p>Milestones & Deliverables:</p> <ul style="list-style-type: none"> • Close Initial Project 	<p align="center">1</p>
Effort			<p align="center">115</p>

7. Policy Management

As part of the project initiation, the Parties will jointly agree on the timing of the key activities to be performed by each Party in accordance with the Work Plan.

Company work will involve: (i) configuring a prototype Software in Policy Manager leveraging relevant modules to support a Policy Lifecycle Management use case; (ii) configuring supporting automation rules & workflows; (iii) enabling Single Sign-On for identification and authentication of users to the Software (iv) development and configuration of a User / Human Resources Information System “HRIS” or other system as designated by the Authority, to allow for User Data to be fed from the Authority’s HRIS into the Policy Manager Software allowing for the automated addition, removal and transfer of access to policies and attestation campaigns based on changes to the Authority’s employee master file, and (v) training administrative and power users supporting the Authority’s Policy Management function on the Company Policy Manager Software.

The scope of work is summarized below:

<p align="center">Work Breakdown Structure (“WBS”)</p>	<p align="center">Task Title</p>
--	---

Exhibit B

SCOPE OF SERVICES

A - Environment Setup	1 – Create Pre-Production and Production Policy Manager environments
B - Core Requirements Gathering	1 – Define Environment Baseline Configuration
C - Review Lifecycle Configuration	1 – Gather requirements for Policy Review Cycles and Workflows
	2 – Configure Policy Review Cycles and Workflows (including overall policy lifecycle framework)
	3 – UAT of review cycle & issue remediations
D – SSO Enablement	1 – Gather SSO Requirements and exchange metadata configuration files for mutual setup and configuration of SSO functionality
	2 – Configure & Test SSO functionality
E – User (HRIS) Feed Development & Configuration	1 – Define User (HRIS) Feed File specifications
	2 – Build User (HRIS) Feed
	3 – Testing and Remediation of User (HRIS) Feed
F – Policy Attestation & Policy Deployment	1 – Design Prototype Attestation Form
	2 – Configure and Test a Mock Policy Attestation Campaign
	3 – Import Core Batch of Documents ready and intended for use at Go-Live.
G – User Acceptance Testing (“UAT”)	1 – Perform UAT
	2 – UAT Issue Remediation
H – Core Training	1 – Deliver training for the core team of Policy Manager Administrators (“Admins”) and Power Users.
I – Go-Live Launch	1 – Prepare Production Environment for Go-Live
	2 – Pilot Launch
	3 – Go-Live

H. Key Assumptions / Disclaimers / Items Out of Scope

1. Key Assumptions

The following items are assumptions made at the time of the creation of Work Plan. Should there be any deviation from the assumptions listed here and agreed by Authority, the project effort may change, and both Parties will go into the change of scope phase to determine proper next step agreed by both Parties.

Company is not obligated to provide anything beyond the scope included in the Work Plan without a revised Work Plan that has been signed by both parties.

Exhibit B

SCOPE OF SERVICES

2. Company manages the entire software stack, from the infrastructure to the application, and provides it as a service over the internet. Therefore, it is not necessary to configure or provision any on-premises environment.
3. Disclaimers
Installation Service does not provide installation for client side software, including AN Analytics and other tools. Implementation of SSO or 2FA authentication is primarily the responsibility of the Authority. The Company team can be engaged to provide support and escalate technical issues. Company HighBond currently supports the OASIS SAML 2.0 protocol and most time-based one-time passcodes (TOTPs) authenticators.

4. Activities Out-of-Scope

For the purposes of the initial implementation, any work on integrations is out of scope for Phase 1. Following Implementation of AuditBond and ComplianceBond, additional service hours may be used for integrations. The activities listed below are out of scope for the purpose of this project:

- i. Training of the usage of Company technologies outside of the defined scope above;
Troubleshooting issues outside of Company's responsibilities:
 - a. Network connectivity issues;
 - b. Server hardware / virtual hardware-related issues;
 - c. Active Directory-related issues;
 - d. Authority database connectivity issues; and
 - e. Other technical discussions that involved environment and systems not according to Company's system requirements and supported setup, such as Citrix.

I. Customer Expectations

In order to allow Company to properly provide the Services, Authority agrees to:

1. Provide access to systems and data on a reasonable time basis that fits within the project schedule;
2. Provide access to the necessary personnel and key stakeholders, as required;
3. Provide appropriate direction for deliverables development; and
4. Perform appropriate and timely validations of any deliverables developed.

J. Other Items

In order for this project to be successful, Authority will be responsible for the items listed below to be readily available so that the process can go smoothly:

Exhibit B

SCOPE OF SERVICES

1. Provide detailed business requirements in scope;
2. Assist in investigating data requirements and business/test logic specifically configured within Authority's environment; and
3. Review and validate results; provide sign-off within ten (10) business days from written notice by Company.

K. Changes to Scope of Services

The change request process must be followed when there are material changes to the project as it relates to the Scope of Services as part of the project management best practice. A material change is where scope, deliverable, fees, budget, and timeline are impacted. The change will be documented, prioritized, and impact assessed as it relates to the scope, budget, and timeline. Changes shall be process in accordance with Section IV, Subsection B, Work Plan of the Supplemental Contract.

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Date: 2/1/2023, 11:11 AM

1602 Village Market Blvd SE, Suite 320
Leesburg, VA20175 USA

Phone: 571 707-4130
Fax: 571-291-4119
Email: sales@vertosoft.com

Cage Code: 7QV38
UEI Number Y7D5MXRU2839
DUNS# 080431574
Federal Tax ID: 81-3911287
Business Size: Small Business

Vertosoft Contact: David Ball
Phone: (571) 218-5194
Email: david.ball@vertosoft.com

Diligent Quote for Hillsborough County Aviation Authority

Contract: TIPS: 220105

Quote #: Q-01603

Quote For:
Name: Damaris Cordova
Company: Hillsborough County Aviation Authority
Email: dtorrescordova@tampaairport.com
Phone:

Ship To
 Hillsborough County Aviation Authority

PAYMENT TERMS	DELIVERY METHOD	PAYMENT METHOD	VERTOSOFT CUST ID	SUPPLIER REF #
Net 30	Electronic	Check/ACH/Credit Card		

Phase 1, 2023

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$12,500.00	\$12,500.00
DLGT_AuditB	Diligent AuditBond (Internal Audit)	1.00	\$22,500.00	\$22,500.00
DLFT_ProLic	Diligent Professional User License	7.00	\$1,500.00	\$10,500.00
DLGT_ImpSvc	Diligent Implementation - One Time Cost	1.00	\$28,875.00	\$28,875.00
DLGT_CB	Diligent Compliance Bond	1.00	\$22,500.00	\$22,500.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,500.00	\$6,000.00
DLGT_ImpSvc	Diligent Implementation - One Time Cost	1.00	\$26,125.00	\$26,125.00
DLGT_ITGovTKT	IT Governance Toolkit - Frameworks for NIST, PCI,CIS,COBIT & ISO	1.00	\$15,000.00	\$15,000.00

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$3,750.00	\$3,750.00
Phase 1, 2023 TOTAL:				\$147,750.00

Phase 2, 2023

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$0.00	\$0.00
DLGT_RB	Diligent Risk Bond	1.00	\$22,500.00	\$22,500.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,500.00	\$6,000.00
DLGT_ImpSvc	Diligent Implementation - One Time Cost	1.00	\$22,000.00	\$22,000.00
DLGT_H&S	Health and Safety	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	40.00	\$1,500.00	\$60,000.00
DLGT_ImpSvc	Diligent Implementation - One Time Cost	1.00	\$28,875.00	\$28,875.00
DLGT_E&C	Ethics and Compliance	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	3.00	\$1,500.00	\$4,500.00
DLGT_ImpSvc	Diligent Implementation - One Time Cost	1.00	\$30,250.00	\$30,250.00
DLGT_BC	Business Continuity	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	2.00	\$1,500.00	\$3,000.00
DLGT_ImpSvc	Diligent Implementation - One Time Cost	1.00	\$31,625.00	\$31,625.00
DLGT_PM	Policy Management (Steele)	1.00	\$5,000.00	\$5,000.00
DLFT_ProLic	Diligent Professional User License (5) with 1,000 Viewing Licenses	1,005.00	\$26.86	\$26,994.30
DLGT_ImpSvc	Diligent Implementation - One Time Cost	1.00	\$10,000.00	\$10,000.00
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$3,750.00	\$3,750.00
Phase 2, 2023 TOTAL:				\$254,494.30

Optional: Professional Service Block - 2024

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_ImpSvc	Diligent Implementation - One Time Cost	240.00	\$275.00	\$66,000.00
Optional: Professional Service Block - 2024 TOTAL:				\$66,000.00

Phase 1, 2024

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$13,125.00	\$13,125.00

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_AuditB	Diligent AuditBond (Internal Audit)	1.00	\$23,625.00	\$23,625.00
DLFT_ProLic	Diligent Professional User License	7.00	\$1,575.00	\$11,025.00
DLGT_CB	Diligent Compliance Bond	1.00	\$23,625.00	\$23,625.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,575.00	\$6,300.00
DLGT_ITGovTKT	IT Governance Toolkit - Frameworks for NIST, PCI,CIS,COBIT & ISO	1.00	\$15,750.00	\$15,750.00
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$3,938.00	\$3,938.00
Phase 1, 2024 TOTAL:				\$97,388.00

Phase 2, 2024

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$0.00	\$0.00
DLGT_RB	Diligent Risk Bond	1.00	\$23,625.00	\$23,625.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,575.00	\$6,300.00
DLGT_H&S	Health and Safety	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	40.00	\$1,575.00	\$63,000.00
DLGT_E&C	Ethics and Compliance	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	3.00	\$1,575.00	\$4,725.00
DLGT_BC	Business Continuity	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	2.00	\$1,575.00	\$3,150.00
DLGT_PM	Policy Management (Steele)	1.00	\$5,250.00	\$5,250.00
DLFT_ProLic	Diligent Professional User License (5) with 1,000 Viewing Licenses	1,005.00	\$28.20	\$28,341.00
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$3,938.00	\$3,938.00
Phase 2, 2024 TOTAL:				\$138,329.00

Phase 1, 2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$13,781.00	\$13,781.00
DLGT_AuditB	Diligent AuditBond (Internal Audit)	1.00	\$24,806.00	\$24,806.00
DLFT_ProLic	Diligent Professional User License	7.00	\$1,653.75	\$11,576.25
DLGT_CB	Diligent Compliance Bond	1.00	\$24,806.00	\$24,806.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,653.75	\$6,615.00

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_ITGovTKT	IT Governance Toolkit - Frameworks for NIST, PCI,CIS,COBIT & ISO	1.00	\$16,538.00	\$16,538.00
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$4,134.00	\$4,134.00
Phase 1, 2025 TOTAL:				\$102,256.25

Phase 2, 2025

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$0.00	\$0.00
DLGT_RB	Diligent Risk Bond	1.00	\$24,806.00	\$24,806.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,653.75	\$6,615.00
DLGT_H&S	Health and Safety	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	40.00	\$1,653.75	\$66,150.00
DLGT_E&C	Ethics and Compliance	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	3.00	\$1,653.75	\$4,961.25
DLGT_BC	Business Continuity	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	2.00	\$1,653.75	\$3,307.50
DLGT_PM	Policy Management (Steele)	1.00	\$5,513.00	\$5,513.00
DLFT_ProLic	Diligent Professional User License (5) with 1,000 Viewing Licenses	1,005.00	\$29.61	\$29,758.05
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$4,134.00	\$4,134.00
Phase 2, 2025 TOTAL:				\$145,244.80

Phase 1, 2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$14,470.00	\$14,470.00
DLGT_AuditB	Diligent AuditBond (Internal Audit)	1.00	\$26,047.00	\$26,047.00
DLFT_ProLic	Diligent Professional User License	7.00	\$1,736.50	\$12,155.50
DLGT_CB	Diligent Compliance Bond	1.00	\$26,047.00	\$26,047.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,736.50	\$6,946.00
DLGT_ITGovTKT	IT Governance Toolkit - Frameworks for NIST, PCI,CIS,COBIT & ISO	1.00	\$17,364.00	\$17,364.00

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$4,341.00	\$4,341.00
Phase 1, 2026 TOTAL:				\$107,370.50

Phase 2, 2026

PART #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
DLGT_SE	Diligent Standard Environment	1.00	\$0.00	\$0.00
DLGT_RB	Diligent Risk Bond	1.00	\$26,047.00	\$26,047.00
DLFT_ProLic	Diligent Professional User License	4.00	\$1,736.50	\$6,946.00
DLGT_H&S	Health and Safety	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	40.00	\$1,736.50	\$69,460.00
DLGT_E&C	Ethics and Compliance	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	3.00	\$1,736.50	\$5,209.50
DLGT_BC	Business Continuity	1.00	\$0.00	\$0.00
DLFT_ProLic	Diligent Professional User License	2.00	\$1,736.50	\$3,473.00
DLGT_PM	Policy Management (Steele)	1.00	\$5,788.00	\$5,788.00
DLFT_ProLic	Diligent Professional User License (5) with 1,000 Viewing Licenses	1,005.00	\$31.09	\$31,245.45
DLGT_IMPTR	Impact Reports - Software - 2 impact reports	1.00	\$4,341.00	\$4,341.00
Phase 2, 2026 TOTAL:				\$152,509.95

TOTAL: \$1,211,342.80

Quote Q-1603 - Summary

Project Costs	Description of Costs	Year 2023	Year 2024	Year 2025	Year 2026
Total Program Cost (with service block)		\$468,244.30	\$235,717.00	\$247,501.05	\$259,880.45
Optional: Professional Service Block	240 annual service hours for scope such as additional use case, analytics/storyboard builds, integrations, etc.	\$66,000.00			
Total Program Cost (without service block)		\$402,244.30	\$235,717.00	\$247,501.05	\$259,880.45
Breakdown by Phase					
Project Costs	Description of Costs	Year 2023	Year 2024	Year 2025	Year 2026
Standard Environment		\$12,500.00	\$13,125.00	\$13,781.00	\$14,470.00
AuditBond (Internal Audit)					
Software cost	Annual recurring Software cost	\$22,500.00	\$23,625.00	\$24,806.00	\$26,047.00
Licensing	7 pro licenses	\$10,500.00	\$11,025.00	\$11,576.25	\$12,155.50
One-time Implementation Cost	*see additional tabs for breakdown of implementation services	\$28,875.00	-	-	-
ComplianceBond (Cyber)					
Software cost	Annual recurring Software cost	\$22,500.00	\$23,625.00	\$24,806.00	\$26,047.00
Licensing	4 pro licenses	\$6,000.00	\$6,300.00	\$6,615.00	\$6,946.00
One-time Implementation Cost	*see additional tabs for breakdown of implementation services	\$26,125.00	-	-	-
IT Governance Toolkit	Frameworks for NIST, PCI,CIS,COBIT & ISO	\$15,000.00	\$15,750.00	\$16,538.00	\$17,364.00
Impact Reports - Software	2 impact reports	\$3,750.00	\$3,938.00	\$4,134.00	\$4,341.00
Phase 1 Totals					
Standard Environment		\$12,500.00	\$13,125.00	\$13,781.00	\$14,470.00
Software cost		\$45,000.00	\$47,250.00	\$49,612.00	\$52,094.00
Licensing		\$16,500.00	\$17,325.00	\$18,191.25	\$19,101.50
Implementation		\$55,000.00			
IT Governance Toolkit	Frameworks for NIST, PCI,CIS,COBIT & ISO	\$15,000.00	\$15,750.00	\$16,538.00	\$17,364.00
Impact Reports - Software	2 impact reports	\$3,750.00	\$3,938.00	\$4,134.00	\$4,341.00
PHASE 1 TOTALS		\$147,750.00	\$97,388.00	\$102,256.25	\$107,370.50

Project Costs	Description of Costs	Year 2023	Year 2024	Year 2025	Year 2026
Standard Environment	Included in Phase 1 environment purchase	\$0.00	\$0.00	\$0.00	\$0.00
RiskBond (ERM)					
Software cost	Annual recurring Software cost	\$22,500.00	\$23,625.00	\$24,806.00	\$26,047.00
Licensing	4 pro licenses	\$6,000.00	\$6,300.00	\$6,615.00	\$6,946.00
One-time Implementation Cost	*see additional tabs for breakdown of implementation services	\$22,000.00	-	-	-
Health and Safety					
Software cost	Included in Phase 1 environment purchase	\$0.00	\$0.00	\$0.00	\$0.00
Licensing	40 pro licenses	\$60,000.00	\$63,000.00	\$66,150.00	\$69,460.00
One-time Implementation Cost	*see additional tabs for breakdown of implementation services	\$28,875.00	-	-	-
Ethics and Compliance					
Software cost	Included in Phase 1 environment purchase	\$0.00	\$0.00	\$0.00	\$0.00
Licensing	3 pro licenses	\$4,500.00	\$4,725.00	\$4,961.25	\$5,209.50
One-time Implementation Cost	*see additional tabs for breakdown of implementation services	\$30,250.00	-	-	-
Business Continuity					
Software cost	Included in Phase 1 environment purchase	\$0.00	\$0.00	\$0.00	\$0.00
Licensing	2 pro licenses	\$3,000.00	\$3,150.00	\$3,307.50	\$3,473.00
One-time Implementation Cost	*see additional tabs for breakdown of implementation services	\$31,625.00	-	-	-
Policy Management					
Software cost (SSO)	Annual recurring software cost	\$5,000.00	\$5,250.00	\$5,513.00	\$5,788.00
Licensing	5 pro licenses + 1000 viewing licenses	\$26,994.30	\$28,341.00	\$29,758.05	\$31,245.45
One-time Implementation Cost	Standard Steele Package--not hour based	\$10,000.00	-	-	-
Impact Reports	2 impact reports	\$3,750.00	\$3,938.00	\$4,134.00	\$4,341.00
Phase 2 Totals					
Environment		\$0.00	\$0.00	\$0.00	\$0.00
Software cost		\$27,500.00	\$28,875.00	\$30,319.00	\$31,835.00
Licensing		\$100,494.30	\$105,516.00	\$110,791.80	\$116,333.95
Implementation		\$122,750.00			

Impact Reports	2 impact reports	\$3,750.00	\$3,938.00	\$4,134.00	\$4,341.00
PHASE TOTALS 2		\$254,494.30	\$138,329.00	\$145,244.80	\$152,509.95

Exhibit D, Sample Work Plan

Hillsborough County Aviation Authority

1. Work Plan No.:
2. Project Title:
3. Project Information
 - A. Project Purpose:
 - B. Project Description:
 - C. Project Scope of Work and Deliverables:
 - D. Project Number:

4. Schedule and Costs

A. Project Schedule/Timeline

Clearly outline the deliverables and the time it will take to complete each deliverable.

Task Number	Deliverable	Due Date
1.		
2.		
3.		
4.		
5.		

B. Total Cost of Project

Provide the costs in U.S. dollars.

Expenditure <i><insert applicable terms></i>	Totals
Service Cost	
Hourly Rate <i><insert job classification></i>	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable Costs (as applicable)	

Data	\$
Printing	\$
Travel*	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Project Cost (Service Cost and Reimbursable Costs)	\$

*All travel related expenses must be in accordance with Authority Policy P412, Travel, Business Development, And Working Meals Expenses.

C. Reimbursable Costs:
Provide an explanation for all projected reimbursable costs listed in Item B above.

D. Additional Services and Changes to this Work Plan:
Company shall not perform Services based on any changes to this Work Plan without prior written authorization from the Authority. No Services will be paid for unless authorized by written Work Plan prior to the performance of such Services. The Authority's Vice President of Information Technology Services or designee will have the authority to execute any Work Plan. No Services will be initiated by Company until Company receives the Purchase Order which will include the final executed Work Plan.

5. Payment

Payment shall be in accordance with Section VI, Fees and Payments, of the Supplemental Contract.

Company acknowledges the acceptance of this Work Plan and has received a Purchase Order number.

Company: Vertosoft LLC

Date:

Authorized Official:

Name:

Title:

Signature: _____

Hillsborough County Aviation Authority Approval of this Work Plan

Department:

Date:

Name:

Title:

Signature: _____

**cc: Central Records
Procurement Agent**

**EXHIBIT E
CHANGE REQUEST FORM**

Change Request			
Number:	<input type="text"/>	Approval:	<input type="text"/>
Requested by:	<input type="text"/>	Type:	<input type="text"/>
Configuration item:	<input type="text"/>	State:	<input type="text"/>
Priority:	<input type="text"/>	On hold:	<input type="text"/>
Risk:	<input type="text"/>	Conflict status:	<input type="text"/>
Impact:	<input type="text"/>	Conflict last run:	<input type="text"/>
		Assignment group:	<input type="text"/>
		Assigned to:	<input type="text"/>
Short description:	<input type="text"/>		
Description:	<input type="text"/>		
User input:	<input type="text"/>		
On hold reason:	<input type="text"/>		

Planning	
Justification:	<input type="text"/>
Implementation Plan:	<input type="text"/>
Risk and impact analysis:	<input type="text"/>
Backout plan:	<input type="text"/>
Test plan:	<input type="text"/>
Problem Related:	<input type="text"/>

Schedule

**EXHIBIT E
CHANGE REQUEST FORM**

Requested by date: <input type="text"/>	Actual start date: <input type="text"/>
Planned start date: <input type="text"/>	Actual end date: <input type="text"/>
Planned end date: <input type="text"/>	
CAB required: <input type="text"/>	CAB delegate: <input type="text"/>

Conflicts
<input type="text"/>

Notes	
Watch list: <input type="text"/>	Work notes list: <input type="text"/>
Additional comments: <input type="text"/>	
Work notes: <input type="text"/>	

Closure Information	
Close code: <input type="text"/>	
Resolution reason: <input type="text"/>	

**Exhibit F
Scrutinized Company Certification**



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, created pursuant to Florida Statute Section 215.4725, or has been engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods or services of \$1 million or more.

Company:		
Address:		
City:	State:	Zip Code:
Phone:	Email:	
Federal ID Number:		

I, _____, as a representative of _____
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, and has not been engaged in business operations in Cuba or Syria.

Signature

Title

Printed Name

Date