



HILLSBOROUGH COUNTY AVIATION AUTHORITY

MASTER CONTRACT PUBLIC SAFETY SYSTEM MAINTENANCE AND SUPPORT

Parties And Addresses:

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HILLSBOROUGH COUNTY AVIATION AUTHORITY
MASTER CONTRACT PUBLIC SAFETY SYSTEM
MAINTENANCE AND SUPPORT

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1. INTRODUCTION

This Master Contract for Public Safety System Maintenance and Support (Master Contract) is made and entered into this 3rd day of October 2024 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 (Client), and CentralSquare Technologies, LLC, a limited liability company, authorized to do business in the State of Florida (CentralSquare), (the Parties).

The following terms and conditions contained in this Master Contract are hereby incorporated in and made a part of TIPS Contract No. RFP 220105 (TIPS Contract), which is attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict(s) among the terms and conditions contained in this Master Contract and the TIPS Contract, this Master Contract shall control.

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

2. DEFINITIONS

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

2.1 Acceptance

Means acceptance by Authority of the complete, functional System.

2.2 Accounts Payable

The unit within Client Finance Department that deals with accounts payable.

2.3 Airport

Tampa International Airport.

2.4 Artificial Intelligence (AI)

Any machine learning, deep learning, or other automated systems that use algorithms to learn from and make predictions or decisions based on data.

2.5 Authorized User

An individual (i) who is an employee of Client, a contractor or other representative of Client and (ii) who has been properly issued a valid password that subsequently has not been deactivated.

2.6 Board

The Hillsborough County Aviation Authority Board of Directors.

2.7 CEO

The Hillsborough County Aviation Authority Chief Executive Officer.

2.8 CJIS

Criminal Justice Information Services.

2.9 Client Data

All data, including any drawings, specifications, reports, Client Confidential Information, and any other information provided by the Client to CentralSquare, or otherwise received by CentralSquare, or generated by Client or CentralSquare, for purposes relating to this Master Contract, including related metadata.

2.10 **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.

2.11 **Project Manager**

CentralSquare's representative responsible for coordinating and overseeing CentralSquare with regards to this Master Contract including, but not be limited to, monitoring, interpreting and overseeing the Services with regard to the quality performed, the manner of performance, and Client and customer satisfaction with performance levels.

2.12 **Contract Price**

The total purchase price of the items specified in the Cost Proposal (Exhibit C of this Master Contract), including, as applicable, equipment, Software licenses, Services, fees, expenses, and other items acquired under this Master Contract, and any applicable sales, use, value-added, or other such governmental taxes, fees, and/or charges.

2.13 **Data Breach**

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

2.14 **Deliverable**

An item of equipment, Software, Services, and other items licensed or acquired under this Master Contract.

2.15 **Disaster Recovery System**

A server operating in a standby mode used to maintain a duplicate copy of the program and data contained in the Production System.

2.16 **Documentation**

Information provided by CentralSquare 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 Client's employees to operate, use, maintain, repair, support and test the same without assistance from CentralSquare. Documentation also includes release notes issued in connection with Updates.

2.17 **Enhancement**

Any modification or addition that, when made or added to the Software, materially changes the Software's utility, efficiency, functional capacity, or application, but that does not constitute solely an Error Correction.

Enhancements may be designated by CentralSquare as minor or major, depending on CentralSquare's assessment of their value and of the function added to the Software.

2.18 Error Correction

Either a change or addition that when made or added establishes substantial conformity of the 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.

2.19 FAA

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

2.20 FBI

The Federal Bureau of Investigation or any successor thereto.

2.21 Go Live

The event that occurs when Client first uses the Software for Live Operations. A separate Go Live may take place with respect to each module, improvement, and/or Enhancement.

2.22 Help Desk

CentralSquare telephonic support services provided as described in Article 25 below.

2.23 Incident

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

2.24 Installation

The process of running the Subsystem under a procedure to demonstrate basic interoperability of the applicable Subsystem components for that Subsystem. With respect to Modifications means the process of running each Modification under a procedure to demonstrate basic interoperability with the applicable Subsystem. With respect to Interfaces means process of running each Interface under a procedure to demonstrate basic interoperability of the Interface with the applicable Subsystem and the hardware and/or Software with which it is interfaced.

2.25 Interface

Collectively or individually, means the interface software purchased under this Master Contract.

2.26 ITS

Client Information Technology Services Department.

2.27 Live Operations

Use of a Subsystem in a live operational environment, whether or not any interfaces or applicable Modifications are included in such use.

2.28 Malware

Any type of Software that is designed to harm, impact, or access the Software or any other Client Systems.

2.29 **Modifications**

Changes or additions to Software from the standard version thereof prepared under this Master Contract. Will be described in the appropriate Statement of Work.

2.30 **NCIC**

National Crime Information Center.

2.31 **Personally Identifiable Information (PII)**

Personal data or information that relates to a specific, identifiable, individual person, including Client personnel. For the avoidance of doubt, PII includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other cardholder data; (c) CJIS; (d) Protected Health Information; (e) Biometric Information; (f) passwords or other access-related information associated with any user account; and (g) any other personal data defined as PII under the breach notification laws of the fifty states of the United States.

2.32 **Personnel**

Individuals who are directly employed or contracted by CentralSquare to perform the Services under this Master Contract at the Airport.

2.33 **Production System**

The primary computer system for live operations of the CentralSquare Software.

2.34 **Release**

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

2.35 **Root Cause**

Means a fundamental reason or factor that causes an Error.

2.36 **Root Cause Analysis**

A systematic process for identifying 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.

2.37 **Server**

Any and all computers in a local area network that run administrative software which controls access to all or part of the network and its resources and make such resources available to computers acting as workstations on the network, including the Production System and any Disaster Recovery System.

2.38 **Services**

The work, duties and obligations to be carried out and performed safely by CentralSquare under this Master Contract or that are added to this Master Contract utilizing Exhibit B, Work Plan, which is attached hereto and incorporated herein by reference. As used in this Master Contract, Services shall include any component task, subtask, service, or function inherent and necessary to perform the Services except as otherwise specifically provided in this Master Contract.

2.39 **Software**

Collectively or individually the computer programs licensed under this Master Contract, including, without limitation, the programs for each Subsystem.

2.40 **Software Error**

An Error in coding or logic that causes a program not to substantially function as described in the applicable Specifications. In the event CentralSquare (or another software vendor) is unable to reproduce the Software Error at its facilities, CentralSquare may, if requested by Client, visit Client's premises. If it is determined that the problem was caused by equipment, Software, services, network or other items not supplied or not authorized by CentralSquare, Client shall reimburse CentralSquare for its labor costs for such on-site visit, at CentralSquare's then current rates for consulting.

2.41 **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. 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.

Collectively or individually agreements of that name (or a similar name) for the rendering of Software Support services entered into between the Parties performance of this Master Contract, including any permitted renewals of such agreements.

2.42 **Specifications**

- A. The functional requirements with respect to each Subsystem.
- B. The Interface Requirements Document ("IRD"), or Interface Functional Configuration Document ("IFCD") and applicable test document for each Interface, or Operational Scenario Document(s) ("OSD") for each custom Interface, or, if applicable, Modification.
- C. The specifications for the equipment as provided or adopted by CentralSquare.
- D. The IRD, IFCD and OSD will be in the form provided by CentralSquare.

2.43 **Statement of Work (SOW)**

The document that defines the requirements under this Master Contract, including specific tasks that are the responsibility of CentralSquare and the Client.

2.44 **Subcontractor**

Any entity identified in the SOW as a subcontractor to CentralSquare, if applicable.

2.45 **Subsystem**

Each of the applications described in the SOW, including equipment, other hardware, and Software. In most cases, the Subsystem software will share equipment. For the avoidance of doubt, the applicable core applications, e.g. Inform CAD, Inform Mobile, and Inform RMS, are Subsystems under this Master Contract.

2.46 **System**

Collectively all Subsystems that make up the integrated Software.

2.47 **System Software**

The software identified in Exhibit C, Cost Proposal which includes, without limitation, operating system software, database management system software, and communications software.

2.48 **Task Completion Report (TCR)**

The document presented by CentralSquare to the Client upon completion of a Deliverable.

2.49 **Term**

October 3, 2024 through May 31, 2027.

2.50 **TIPS**

The Interlocal Purchasing System.

2.51 **TSA**

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

2.52 **Update**

Revisions or additions to Software provided by CentralSquare, including Software patches, security Updates, and new features. Does not include separate modules or functions that are separately licensed and priced, or new products that are developed and marketed as separate products by a Vendor.

2.53 **Upgrades**

New version 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 are not limited to, Releases, which may include both Error Corrections and Enhancements.

2.54 **User**

The operator of a Subsystem Workstation that is configured to access and/or utilize the capabilities and features of the Subsystem Software.

2.55 **Vendor**

Any supplier of hardware, Software or Services under this Master Contract, including CentralSquare, Subcontractors, System Software suppliers and equipment suppliers. With respect to Software, also means the owner of the intellectual property rights, including copyright, for the Software.

2.56 **Work Plan**

The order form used by the Client and CentralSquare in accordance with Section 4, Scope of Services, Subsection 4.2, Work Plan.

2.57 **Workstation**

Any computer input station that utilizes the functionality of a Subsystem, whether the Software resides locally or on a Server.

3. **EXHIBITS**

3.1 The following Exhibits and Addenda are attached hereto and are hereby incorporated and made a part of this Master Contract. Based on the needs of Client, the documents may be modified from time to time by letter to CentralSquare without the need for formal amendment to this Master Contract.

- A. Exhibit A – TIPS Contract No. RFP 220105
- B. Exhibit B – Work Plan
- C. Exhibit C – Cost Proposal
- D. Exhibit D – Client Policy P412, Travel, Business Development, and Working Meals Expenses
- E. Exhibit E – Scrutinized Company Certification
- F. Exhibit F – Affidavit of Compliance with Anti-Human Trafficking Laws
- G. Addendum A, Software Error Correction Guidelines and Procedures

4. **SCOPE OF SERVICES**

4.1 **Scope of Services**

CentralSquare agrees to provide the Services as outlined herein or as approved in a Work Plan.

4.2 **Work Plan**

- A. Without invalidating this Master Contract, Client may, at any time, order additions, deletions or revisions to the Services authorized only by Work Plan. Prior to the onset of any Services to be performed, CentralSquare and Client 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 CentralSquare's Personnel that will be assigned to the task in a work plan as shown in Exhibit B, Work Plan. The Work Plan schedule may go beyond the termination date of this Master Contract if necessary to complete the Work Plan tasks. CentralSquare 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.
- B. CentralSquare will only begin Services upon execution of the Work Plan by CentralSquare and Client. All such Services will be executed under the applicable conditions of this Master Contract. No Services will be paid for unless authorized by a written Work Plan prior to the performance of such Services.
- C. Upon execution of the Work Plan, the Client will issue a purchase order to CentralSquare to perform the specific Services, schedule and/or costs included in the Work Plan. The Client's Vice President of Information Technology Services or designee will have the authority to execute any Work Plan on behalf of the Client consistent with the terms of this Master Contract. No Services will be

initiated by CentralSquare until CentralSquare receives the purchase order which will include the final agreed upon Work Plan.

- D. Any purchase order issued during the Term of this Master Contract and not completed within that period shall be completed by CentralSquare within the time specified in the Work Plan. The Master Contract shall govern CentralSquare's and Client's rights and obligations with respect to that Work Plan to the same extent as if the Work Plan were completed during the Term of this Master Contract.

5. TERM

5.1 Effective Date

This Master Contract will become effective upon execution by CentralSquare and approval and execution by Client. This Master 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.

5.2 Term

The Term of this Master Contract is October 3, 2024 through May 31, 2027 unless terminated earlier as provided herein.

5.3 Renewal Option

This Master 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 renewals will be effective by issuance of a written letter to CentralSquare by CEO. If such renewal is exercised, this Master Contract will have a final termination date of May 31, 2028.

5.4 Early Termination

Client may terminate this Master Contract, without cause, by giving thirty (30) days written notice to CentralSquare.

5.5 Transition Assistance

In the event of any expiration or termination of this Master Contract or award and transition to a new contract, CentralSquare will cooperate fully with Client to ensure an effective and efficient transition of Services. CentralSquare acknowledges its responsibility to continuously perform the Services and maintain the same level of Services during the transition period. The terms of this Master Contract shall govern CentralSquare's and Client's rights and obligations during such transition period. CentralSquare and Client will negotiate in good faith to establish the relative roles and responsibilities of CentralSquare and Client in effecting transition, as well as the appropriate date for completion of the transition. CentralSquare shall be entitled to receive compensation for any continued or additional consultation, Services, Software, or support required for transition on a time and materials basis at CentralSquare's then standard rates.

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

6. FEES AND PAYMENTS

6.1 **Not-to-Exceed**

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

6.2 **Commencement of Fees and Charges**

All fees included in Exhibit C, Cost Proposal will commence on November 24, 2024 and will continue for the Term of this Master Contract.

6.3 **Software Support Fee(s)**

- A. Software Support fee(s) to be paid by Client are established in Exhibit C, Cost Proposal for the Software licenses purchased under this Master Contract or as outlined in a Work Plan, as applicable.
- B. Unless otherwise agreed in writing, beginning on November 24, 2024, Software Support fee(s) shall be due on or before the commencement of each annual support period, and are due for all CentralSquare Software applications and modules licensed to Client. Additional licenses purchased by Client during any annual support period will result in additional Software Support fee(s) which shall be prorated to be coterminous with Client's then current support period.
- C. Software Support fee(s) do not include reasonable travel, food or lodging expenses incurred by CentralSquare for support services provided at Client's site. Travel costs submitted for reimbursement shall be in accordance with Exhibit D, Client Policy P412, Travel, Business Development and Working Meals Expenses.
- D. If Client ceases to keep in force its annual Software Support, any resumption of such annual Software Support shall be subject to payment by Client of all past unpaid Software Support fee(s) in addition to the Software Support fee for the current support period. Payment of applicable fees for any additional Services required to bring Client's System current, which fees shall be charged at CentralSquare's then current rates for such Services, shall also be the responsibility of the Client. Client acknowledges and agrees that the preceding clause is reasonable in light of the fact that the expenses incurred and resources devoted by CentralSquare to further development, enhancement and support of the CentralSquare Software must be spread over CentralSquare's client base and fairly shared by all CentralSquare Software users.

6.4 **Payment**

- A. Client will pay CentralSquare in accordance with the fees specified under Exhibit C, Cost Proposal or as agreed upon in an executed Work Plan by CentralSquare and Client. Any travel costs will be paid in accordance with Exhibit D, Client Policy P412, Travel, Business Development, and Working Meals Expenses.
- B. Additional Services

Client requested Enhancements, additional support, or revisions to the Services shall be provided by CentralSquare to Client at the then published rates included in TIPS Contract No. RFP 220105, attached here as Exhibit A and incorporated herein by reference, utilizing the Work Plan process as outlined in Section 4, Scope of Services, Section 4.2, Work Plan, above.

6.5 **Invoices**

Invoices required by this Master Contract will be created and submitted by CentralSquare to Client Finance Department via email to Payables@TampaAirport.com in a form acceptable to Client and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

6.6 **Payment Method**

CentralSquare will receive electronic payments via Automated Clearing House (ACH). Information regarding the electronic payment methods and processes including net terms is available on Client website at www.TampaAirport.com > Learn about TPA > Airport Business > Procurement > Solicitations and Contracts > Additional Resources > Electronic Payment Methods.

6.7 **Payment When Services Are Terminated at the Convenience of Client**

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

- A. All Services performed prior to the effective date of termination; and
- B. Expenses incurred by CentralSquare in effecting the termination of this Master Contract as approved in advance by Client.

Upon the effective date of termination of this Master Contract:

1. CentralSquare will immediately cease providing Client with any Services CentralSquare is providing and any other applicable component of the Services;
2. all issued passwords shall be deactivated; and
3. Client shall immediately pay in full to CentralSquare any and all monies that are owed by the Client to CentralSquare under this Master Contract for the Services furnished up to the effective date of termination.

6.8 **Prompt Payment**

CentralSquare 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 Client. Any exception to this prompt payment provision will only be for good cause with prior written approval of Client. Failure of CentralSquare to pay any of its subcontractor(s) accordingly will be a material breach of this Master Contract.

7. **TAXES**

All taxes of any kind and character payable on account of the Services furnished and work done under this Master Contract will be paid by CentralSquare. The laws of the State of Florida provide that sales tax and use taxes are payable by CentralSquare upon the tangible personal property incorporated in the work and such

taxes will be paid by CentralSquare. Client is exempt from all State and Federal sales, use and transportation taxes.

8. QUALITY ASSURANCE

CentralSquare will be solely responsible for the quality of all Services furnished by CentralSquare, its employees and/or its subcontractors under this Master Contract. All Services furnished by CentralSquare, 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 Client. CentralSquare's Services and Deliverables must conform with all applicable Federal and State laws, regulations and ordinances.

9. USE OF ARTIFICIAL INTELLIGENCE

- A. Any use of AI including, but not limited to generative AI, via platforms, tools, and software must be consistent with Client Policies, Standard Procedures, Rules and Regulations and applicable laws.
- B. To maintain the security of Client Data and IT systems, CentralSquare is prohibited from attempting to gain access to unapproved AI applications when using Client Data. To avoid potential data leaks or security incidents, CentralSquare is prohibited from inputting, uploading, or otherwise integrating any Client Data into AI without the prior written consent of the Client following CentralSquare's request for approval to use AI. Examples of uses that are prohibited unless the Client grants prior written consent include but are not limited to: design, planning, decision making and on-site operations.
- C. CentralSquare acknowledges and agrees that any Client Data obtained using AI technology is the property of the Client, and CentralSquare shall not use such Client Data for any purpose other than to provide Services to the Client. Specifically, CentralSquare shall not use Client Data as training data for any AI models or algorithms that will be used by any third-party organization or individual outside of CentralSquare, without the express written consent of the Client. CentralSquare shall take reasonable measures to ensure that Client Data is not inadvertently used as training data for any third-party AI models or algorithms and shall promptly notify the Client in the event of any unauthorized use or disclosure of Client Data.
- D. CentralSquare's request for approval to use AI must be submitted in writing and contain the following:
 - 1. The specific Client Data to be used;
 - 2. The purpose and intended use of the AI;
 - 3. The potential benefits and risks associated with using the AI;
 - 4. The measures in place to ensure data security and confidentiality;
 - 5. The mechanisms in place for ensuring compliance with applicable laws including but not limited to data privacy and data protection laws; and
 - 6. A dataflow diagram which illustrates the flow of data within the Services as well as detailed identification of data sources, data stores, data processing, networks and AI utilized.

- E. Client shall have sole and absolute discretion to approve or deny the use of AI for any aspect of the Services.
- F. To maintain the confidentiality of the Client's Data, CentralSquare must only share information with approved Personnel and must not input Sensitive Security Information (SSI) into AI systems. CentralSquare should not input Client intellectual property into non-approved generative AI applications or enter Personally Identifiable Information for Client employees, customers, or other third-parties into any non-approved AI application. CentralSquare should contact the Vice President of Information Technology Services if CentralSquare is unsure whether CentralSquare should input certain information.
- G. CentralSquare must implement robust security measures to protect the Client's Information from unauthorized access, use or disclosure. This includes, but is not limited to, encryption of data in both transit and at rest; access controls limiting data access to authorized Personnel only; and regular security audits and assessments.
- H. To maintain transparency and protect the Client from claims against copyright infringement and/or theft of intellectual property, all AI generated content must be cited and reviewed when used for Client purposes. At a minimum, a footnote stating "This content generated with the assistance of AI" should exist on any document or work product created with the assistance of AI. CentralSquare should clearly attribute any output to the AI application that created the output through a footnote or other means visible to any reader or user. CentralSquare should also maintain a record of AI use that can be shared with authorized Client personnel upon request. CentralSquare will provide the Client with regular reports detailing any use of AI involving Client Data including any incidents of unauthorized access or breaches. CentralSquare must be able to demonstrate that AI has controlled bias and third-party infringement mitigation in place.
- I. CentralSquare should not use AI applications to create text, audio, or visual content for purposes of committing fraud or to misrepresent an individual's identity.
- J. CentralSquare is fully liable for any damages arising out of use of AI and Client Data.
- K. Upon termination of this Master Contract, CentralSquare agrees to return all Client Data to the Client and securely destroy any copies in its possession, including those stored in any AI or other databases.

10. SOFTWARE LICENSES

10.1 In consideration for, and subject to, the payment of the license fee(s) specified in Exhibit C to this Master Contract, and the other promises, covenants and conditions herein, Client is granted the following licenses to the Software:

A. The CentralSquare Software

A perpetual (unless terminated as provided herein), nontransferable, nonexclusive right and license to Use the CentralSquare Software and the Documentation for said Software for Client's own internal use

for the applications described in the Statement of Work in the applicable environment (e.g., Production, Test, Training, or Disaster Recovery System) and in the quantity set forth in the Cost Proposal. Client may make additional copies of the CentralSquare Software as reasonably required for archival or backup purposes, provided that such copies contain all copyright notices and other proprietary markings contained on the original and are kept confidential in accordance with the term of this Master Contract. Additional CentralSquare Software licenses purchased after the execution of this Master Contract shall also be licensed in accordance with the provisions of this Section. Client shall not use, copy, rent, lease, sell, sublicense, create derivative works from/of, or transfer any Software or Documentation, or permit others to do such acts, except as provided in this Master Contract or the applicable Software license agreement. Any such unauthorized use shall be void and may result in immediate and automatic termination of the applicable license, at the option of the applicable Vendor. In such event, Client shall not be entitled to a refund of any license fees paid. Software (including without limitation Subsystem Software) may not be used to operate a service bureau or time-sharing service, outsourcing service, application service provider service or other services or businesses that provide computer-aided dispatching to third parties. Notwithstanding, Client shall be entitled to Use Subsystem Software for the purpose of the application(s) described in the Statement of Work to provide services for itself and other governmental agencies/entities in the county and state of the Client, provided that the Subsystem Software is installed and operated at only one physical location.

1. Each copy of the CentralSquare Software provided under this license that is identified in the Cost Proposal as a Disaster Recovery System license may be used in the event of a failure, malfunction or other out of service condition of its Production System. In the event the Production System fails to operate, live operations may transfer to the Disaster Recovery System until the Production System returns to normal operational mode, provided that Software is not simultaneously operating on both the Production System and Disaster Recovery System.
2. Notwithstanding anything to the contrary in this Section, if Client has purchased the Inform CAD API license, Client may use such Software to develop original applications which interface with the CentralSquare Software. The development and use of such interfacing applications is specifically permitted under the licenses provided herein and shall not be deemed derivative works provided that they are not, in fact, derived from the CentralSquare Software or the ideas, methods of operation, processes, technology or know-how implemented therein. Other than the licenses granted herein, Client shall not acquire any right, title or interest in the CentralSquare Software by virtue of the interfacing of such applications, whether as joint owner, or otherwise. Likewise, CentralSquare shall not acquire any right, title or interest in such Client developed non-derived applications, whether as owner, joint owner or otherwise.

B. System Software

The licenses set forth in the applicable Vendor's license agreements that accompany Software are incorporated by reference into this Master Contract. Third-party products providing supplemental software code to the CentralSquare Software and not subject to separate licensing provisions shall be licensed in accordance with the provisions of this Section.

10.2 Title to all CentralSquare Software or Documentation shall remain with CentralSquare. Title to any third-party Software or Documentation shall remain with the applicable Vendor or original licensor.

- 10.3 The Software licenses granted in this Master Contract or in connection with this Master Contract are for object code only and do not include a license or any rights to source code whatsoever.
- 10.4 Client may not export any Software or Documentation outside the United States without further prior written agreement of CentralSquare or the applicable Subcontractor. In the event of such agreed export, Client is responsible for complying with all applicable export laws or regulations. Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by applicable government agencies is subject to restrictions as set forth in DFAR 48 CFR 252.227-7013 or subparagraphs (c)(1) and (2) of 48 CFR 52.227-14, as applicable.
- 10.5 These licenses are effective until surrendered or terminated hereunder or under the terms of the applicable license agreements.
- 10.6 Client may surrender any Software licenses provided in connection with this Master Contract at any time by performing the actions described in the Section entitled Dispute Resolution below. Such surrender shall not affect CentralSquare's right to receive and retain the Master Contract price or other fees, charges and expenses earned under this Master Contract.

11. DELIVERY, INSTALLATION, SERVICES, TITLE TO EQUIPMENT, AND RISK OF LOSS

CentralSquare will deliver the items purchased and/or licensed hereunder and perform the Services pursuant to the Statement of Work, subject to the provisions of the Section entitled Applicable Law and Venue below, and further subject to delays caused by the actions or omissions of Client or its agents, including, but not limited to, delays in approval of the Specifications, training, and/or System configuration.

- 11.1 As further defined in the Statement of Work, CentralSquare will appoint Personnel who will act as the primary point of contact for CentralSquare's Services for the implementation process in the project. Any Services desired by Client in addition to those specified in this Master Contract or the Statement of Work will be subject to the availability and scheduling of CentralSquare (or Subcontractor) Personnel and at CentralSquare's (or the Subcontractor's) then-current rates, plus expenses. Prior to performing any of the aforementioned additional Services, CentralSquare will provide a written quotation detailing the price (or time and materials estimate) for such Services. CentralSquare may subcontract with certain Vendors that provide hardware, Software and/or Services in connection with the Project (as more fully described in the Statement of Work) and pass through to Client warranties received from such Vendors. Should any Subcontractor under this Master Contract be in default (provided such default is not due to any fault or delay of Client or its agents), CentralSquare may either continue to perform the duties of the Subcontractor to fulfill the obligations for the Subcontractor in accordance with the Statement of Work, or provide an alternative solution; provided, however, that in no event will CentralSquare's responsibility for any Subcontractor's default exceed the price for such Subcontractor's portion of the Master Contract price.
- 11.2 The Statement of Work will define the implementation process for the Deliverables and Services to be provided under this Master Contract, including implementation of the Subsystems and Interfaces,

testing and training, as well as the responsibilities of both CentralSquare and the Client for the relevant tasks associated with the project.

- 11.3 Risk of loss of any Deliverable shall be borne by CentralSquare until Delivery of the Deliverable to Client. Thereafter, the risk of loss shall be borne by Client.
- 11.4 Unless provided as a fixed fee, freight costs or travel costs incurred and invoiced by CentralSquare in connection with Services rendered under this Master Contract shall be paid by Client in accordance with Exhibit D.
- 11.5 Nothing herein shall be deemed to grant or constitute a right to Client to transfer any Software licensed hereunder to any third-party.
- 11.6 Until full payment of the Master Contract price is made, Client shall maintain the items purchased/licensed under this Master Contract in good order and repair at Client's expense, except as otherwise provided under the warranty provisions of this Master Contract or any applicable third-party warranty, and shall use such items in a manner that will not subject such items to waste or deterioration.
- 11.7 Client shall not, without the prior written consent of CentralSquare, sell, lease, encumber or otherwise dispose of the items purchased under this Master Contract. Nothing in the foregoing shall be deemed to grant or imply any license or other right to Client to sell, lend, rent, lease or otherwise transfer the CentralSquare Software to a third-party.
- 11.8 Should Client (i) fail to pay any amount specified in this Master Contract when it becomes due, (ii) fail to perform any provision of this Master Contract to be performed by Client, (iii) make an assignment for the benefit of creditors, (iv) suffer the appointment of a receiver for any substantial part of Client's assets, (v) institute any proceedings for dissolution or full or partial liquidation, or (vi) commence proceedings in bankruptcy for liquidation or reorganization, Client shall be in default of this Master Contract and CentralSquare shall have rights and remedies afforded to it at law or in equity subject to the Section entitled, Dispute Resolution below. In conjunction with the above, but not by way of limitation, CentralSquare may:
 - A. Require Client to remove the Software from Client's computers or other storage media or locations and make all such items available to CentralSquare at Client's premises or such other location as is mutually agreed by the Parties.
 - B. Render said Software unusable.

12. LIMITED WARRANTIES

- 12.1 The CentralSquare Software provided under this Master Contract is provided "as is", without warranty of any kind. As an existing Client, support for the CentralSquare Software will begin upon the Go Live date.

- 12.2 If mapping information is supplied with the CentralSquare Software, CentralSquare makes no representation or warranty as to the completeness or accuracy of the mapping data provided with the CentralSquare Software. The completeness or accuracy of such data is solely dependent on the information supplied by the Client or the mapping database Vendor to CentralSquare.
- 12.3 Problems in the CentralSquare Software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices, are not warranted by CentralSquare or covered under the terms of this Master Contract. Client's use of Services provided by wireless service providers or carriers, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such Services, is at Client's sole risk.
- 12.4 Client is responsible for maintaining the required certifications for access to Client's CJIS System(s), NCIC and/or other local state, federal and/or other applicable Systems.
- 12.5 Any warranties for the CentralSquare subscription services, if applicable, are only as set forth in this Master Contract.
- 12.6 Equipment, System Software and Subcontractor hardware and Software, and any other items or services provided under this Master Contract and not manufactured by CentralSquare (collectively "Third-Party Items") are warranted by the manufacturers or Vendors thereof, not by CentralSquare. CentralSquare shall pass through to Client all warranties on Third-Party Items which CentralSquare is permitted to pass through to Client. If, during the warranty period for Third-Party Items, Client determines that the third-party items do not perform as warranted, Client shall contact CentralSquare using the procedures described in this Master Contract.
- 12.7 EXCEPT AS SPECIFICALLY STATED IN THIS SECTION, CENTRALSQUARE MAKES AND CLIENT RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CENTRALSQUARE RESELLS AND PASSES THROUGH THIRD-PARTY PRODUCTS ON AN "AS IS, WHEN AVAILABLE" BASIS. CENTRALSQUARE DOES NOT REPRESENT OR WARRANT THAT ANY CENTRALSQUARE PRODUCT OR THIRD-PARTY ITEMS, INCLUDING HARDWARE, SOFTWARE OR SERVICES, WILL BE FREE FROM ERRORS, DEFECTS OR INFRINGEMENT.

13. MAINTENANCE AND SOFTWARE SUPPORT

13.1 CentralSquare Software

Software Support shall begin upon the Go Live date for any Subsystem and end twelve (12) months thereafter. Software Support is subject to and will be provided in accordance with the terms of this Master Contract.

13.2 CentralSquare Subscription Services

Support terms for the CentralSquare subscription services, if applicable, are as set forth in this Master Contract.

13.3 System Software

Client is responsible for maintaining licensing, including updates for System Software.

13.4 Equipment

Maintenance and support for all equipment sold under this Master Contract is not included under this Master Contract. However, because proper computer equipment maintenance is required for proper System operation, Client agrees to acquire and keep in force computer and peripheral equipment maintenance agreements for the equipment used to operate the CentralSquare Software or to provide such maintenance in-house with qualified personnel.

14. SUPPORT SERVICES, POINT OF CONTACT, AND CODE OF CONDUCT

14.1 CentralSquare will provide support services as more fully described in Addendum A, Software Error Correction Guidelines and Procedures attached hereto.

14.2 Client shall appoint a principal point of contact with a level of knowledge of the CentralSquare Software and Client's computer environment to manage the reporting of Software Errors to CentralSquare in accordance with the Software Error Guidelines and Procedures set forth in Addendum A. CentralSquare reserves the right to request that Client appoint a replacement point of contact upon reasonable written notice to Client. CentralSquare must include the basis for their request with the written notice. Client reserves the right to deny CentralSquare's request.

At all times during the Term of this Master Contract, each Party shall ensure that its employees do not engage in a disrespectful, disruptive, demeaning, or otherwise inappropriate or abusive manner in dealing with the other Party and its employees. Any such behavior shall be reported to the Party's supervisor, manager, or executive as applicable for corrective action. A Party's failure to remedy any reported issues related to employee misconduct, including removal of the offending employee from direct contact with the other Party, may be cause for termination in accordance with the terms of this Master Contract.

15. NON-EXCLUSIVE

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

16. LIMITATION OF LIABILITY

16.1 The total liability of CentralSquare for any claims or damages arising under this Master Contract, whether in contract or tort, shall be the annual monetary value of this Master Contract, or in the case of bodily injury or property damage, data theft, or an extortion threat for which defense and indemnity coverage is provided by CentralSquare's insurance carrier(s), the coverage limits of such insurance.

16.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT OR IN TORT, FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE OR NON-USE OF THE CENTRALSQUARE SOFTWARE, OR OTHERWISE RELATED TO THIS MASTER CONTRACT, REGARDLESS OF WHETHER THE PARTY HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

17. INDEMNIFICATION

17.1 To the maximum extent permitted by Florida law, in addition to CentralSquare's obligation to provide pay for and maintain insurance as set forth elsewhere in this Master Contract, CentralSquare will indemnify and hold harmless Client, 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:

- A. presence on, use or occupancy of Client property;
- B. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- C. any breach of the terms of this Master Contract;
- D. performance, non-performance or purported performance of this Master Contract;
- E. violation of any law, regulation, rule, order, decree, ordinance, Federal directive or Federal circular;
- F. infringement of any patent, copyright, trademark, trade dress or trade secret rights; and/or
- G. 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 CentralSquare or CentralSquare's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by CentralSquare, 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 Client, its members, officers, agents, employees, or volunteers.

17.2 In addition to the duty to indemnify and hold harmless, CentralSquare will have the separate and independent duty to defend Client, 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:

- A. presence on, use or occupancy of Client property;
- B. acts, omissions, negligence (including professional negligence and malpractice), errors, recklessness, intentional wrongful conduct, activities, or operations;
- C. any breach of the terms of this Master Contract;
- D. performance, non-performance or purported performance of this Master Contract;
- E. violation of any law, regulation, rule, order, decree, ordinance, Federal directive, Federal circular or ordinance;
- F. infringement of any patent, copyright, trademark, trade dress or trade secret rights;
- G. 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 CentralSquare or CentralSquare's officers, employees, agents, volunteers, subcontractors, invitees, or any other person directly or indirectly employed or utilized by CentralSquare regardless of whether it is caused in part by CentralSquare, 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 CentralSquare 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 Client, its members, officers, agents, employees, or volunteers.

17.3 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, CentralSquare agrees to the following: To the maximum extent permitted by Florida law, CentralSquare will indemnify and hold harmless Client, 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 CentralSquare and persons employed or utilized by CentralSquare in the performance of this Master Contract.

17.4 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 Master Contract, (ii) coverage amount of Commercial General Liability Insurance required under this Master Contract or (iii) \$1,000,000.00. Otherwise, the obligations of this Section will not be limited by the amount of any insurance required to be obtained or maintained under this Master Contract.

17.5 CentralSquare's obligations to defend and indemnify as described in this Section will survive the expiration or earlier termination of this Master Contract until it is determined by final judgment that any suit, claim or other action against CentralSquare, its members, officers, agents, employees, and volunteers its fully and finally barred by the applicable statute of limitations or repose.

17.6 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, CentralSquare 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 CentralSquare and persons employed or utilized by CentralSquare in the performance of this Master Contract. This indemnification in this paragraph shall survive the termination of this Master 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.

17.7 Nothing in this Section will be construed as a waiver of any immunity from or limitation of liability Client, or its members, officers, agents, employees, and volunteers may have under the doctrine of sovereign immunity under common law or statute.

17.8 Client and its members, officers, agents, employees, and volunteers reserve the right, at their option, to participate in the defense of any suit, without relieving CentralSquare of any of its obligations under this Section.

17.9 If the above Sections 17.1– 17.8 or any part of Sections 17.1– 17.8 are deemed to conflict in any way with any law, the Section or part of the Section will be considered modified by such law to remedy the conflict.

18. COPYRIGHT & TRADE SECRET INFRINGEMENT

18.1 CentralSquare will at its expense defend against any claim, action or proceeding by a third-party (“Action”) to the extent due to claimed infringement by the CentralSquare Software of copyright or trade secrets, provided that Client immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Client the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as substantially all the functionality and performance described in the Specifications remains). Client may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Client’s use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Client the CentralSquare Software license fee(s) paid by Client under this Master Contract less a prorated portion of said fee(s) for Client’s use of the CentralSquare Software. CentralSquare will provide a prorated refund of any impacted pre-paid license fee based on the months of actual use during the three-year Term of this Master Contract. For any other pre-paid fees, such as annual support or annual subscription, pro-rated refunds will be calculated based on the remaining months of the pre-paid annual Term. . In addition, in the event such Action results in a money judgment against Client which does not arise, wholly or in part, from the actions or omissions of Client, its officers, directors, employees, contractors, agents, or elected officials, or a third-party, CentralSquare will indemnify Client therefrom.

18.2 Notwithstanding the above, CentralSquare shall have no duty under this Section with respect to, and Client shall hold CentralSquare harmless from and against any claim, action or proceeding (i) arising from or related to infringements by System Software, Subcontractor hardware or Software, or equipment, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by or under the direction of CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Client. This Section states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Master Contract.

19. ACCOUNTING RECORDS/AUDIT REQUIREMENTS

19.1 Books and Records

In connection with payments to CentralSquare under this Master Contract, it is agreed CentralSquare 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). CentralSquare will maintain such books and records for five years after the end of the Term of this Master Contract. Records include, but are not limited to, books, documents, papers, records, research and Work Plans related to this Master Contract.

CentralSquare will not destroy any records related to this Master Contract without the express written permission of the Client.

19.2 Client Right to Perform Audits, Inspections, or Attestation Engagements

At any time or times during the Term of this Master Contract or within three years after the end of this Master Contract, the Client, FAA, Federal Highway Administration, FDOT, FEMA, Florida Auditor General, Florida Inspector General, Florida Chief Financial Officer, and the Comptroller General of the United States, or any duly authorized representative of each (Auditors), have the right to initiate and perform audits, inspections or attestation engagements over CentralSquare's records for the purpose of determining payment eligibility under this Master Contract or over selected operations performed by CentralSquare under this Master Contract for the purpose of determining compliance with this Master Contract.

Free and unrestricted access will be granted to all of CentralSquare's records directly pertinent to this Master Contract or any work order, as well as records of parent, affiliate and subsidiary companies and any subconsultants or Subcontractors directly pertinent to this Master Contract or any work order. If the records are kept at locations other than the Airport, CentralSquare will arrange for said records to be brought to a location convenient to Auditors or will provide records electronically in a computer-readable format acceptable to the Auditors at no additional cost to conduct the engagement as set forth in this Section.

CentralSquare agrees to deliver or provide access to all records requested by 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 Client will incur additional costs if records requested by 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 Client may assess CentralSquare liquidated damages in the amount of one hundred dollars (\$100.00) for each item in a records request, per calendar day, for each time CentralSquare is late in submitting requested records to perform the engagement. Accrual of such damages will continue until specific performance is accomplished. These liquidated damages are not an exclusive remedy and Client retains its 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 CentralSquare's failure to comply.

Auditors have the right during the engagement to interview CentralSquare's employees, subconsultants, and Subcontractors, and to retain copies of any and all records as needed to support auditor workpapers.

If as a result of any engagement, it is determined that CentralSquare has overcharged Client, CentralSquare will re-pay Client for such overcharge and Client may assess interest of up to twelve percent (12%) per year on the overcharge from the date the overcharge occurred.

Approvals by the Client's staff for any Services included or not included in this Master Contract do not act as a waiver or limitation of the Auditor's right to perform engagements.

CentralSquare will notify the Client no later than seven (7) days after receiving knowledge that it is subject to any other audit, inspection or attestation engagement related to this Master Contract and provide Client a copy of any audit documents or reports so received.

CentralSquare agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. CentralSquare will include a provision providing Auditors the same access to business records at the subconsultant and Subcontractor level in all of its subconsultant and Subcontractor agreements executed related to this Master Contract.

20. INSURANCE

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

20.1 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 Master 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.

20.2 Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Master 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, CentralSquare under this Master Contract or the use or occupancy of Client premises by, or on behalf of, CentralSquare in connection with this Master 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.

	<u>Master Contract Specific</u>
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

20.3 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

20.4 Business Automobile Liability Insurance

Coverage will be provided for, as applicable, 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 Master Contract are:

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

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20.7 Waiver of Subrogation

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

20.8 Incident Notification

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

20.9 Client Claims, Issues, or Complaints

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

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

20.10 Conditions of Acceptance

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

21. NON-DISCRIMINATION

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

21.1 CentralSquare 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 Master Contract.

21.2 Civil Rights. CentralSquare, with regard to the work performed by it under this Master 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. CentralSquare will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Master Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Master Contract, CentralSquare, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. 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);
- B. 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);
- C. 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);
- D. 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;
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. 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);
- G. 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);
- H. 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;
- I. 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);
- J. 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;
- K. 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, CentralSquare must take reasonable steps to ensure that LEP persons have meaningful access to CentralSquare’s programs (70 Fed. Reg. at 74087 to 74100); and
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits CentralSquare from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

21.3 In all solicitations either by competitive bidding or negotiation made by CentralSquare 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 CentralSquare of CentralSquare's obligations under this Master Contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

21.4 CentralSquare 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 Client or the FAA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CentralSquare is in the exclusive possession of another who fails or refuses to furnish this information, CentralSquare will so certify to Client or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

21.5 In the event of CentralSquare's non-compliance with the non-discrimination provisions of this Master Contract, Client will impose such contractual sanctions as it or the FAA may determine to be appropriate, including, but not limited to, withholding of payments to CentralSquare under this Master Contract until CentralSquare complies, and/or cancellation, termination or suspension of this Master Contract, in whole or in part.

21.6 CentralSquare will include the provisions of Paragraphs 21.1 through 21.5 above, in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued thereto. CentralSquare will take such action with respect to any subcontract or procurement as Client or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event CentralSquare becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, CentralSquare may request Client to enter into such litigation to protect the interests of Client and, in addition, CentralSquare may request the United States to enter into such litigation to protect the interests of the United States.

21.7 CentralSquare assures that, in the performance of its obligations under this Master 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 CentralSquare, 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. CentralSquare, if required by such requirements, will provide assurances to Client that CentralSquare will undertake an affirmative action program and will require the same of its subconsultants.

22. CLIENT APPROVALS

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

23. OWNERSHIP

23.1 CentralSquare owns all rights and title in and to the Services, including, without limitation, the Software, and any Developments, as that term is defined below. Further, Client agrees that the Subscription

Services' screens and any output of the Services, excepting the Client Data, are the property of CentralSquare and subject to United States and other patent, copyright, trademark, trade secret and other applicable laws and treaties and Client agrees that it shall not remove, alter or obstruct any ownership or use legends that CentralSquare places on any such screens or output of the Services. Nothing contained in this Master Contract shall be construed as granting Client any rights in or to the Subscription Services (including, without limitation, the Software and output of the Subscription Services), the Deliverables from the Implementation or additional Services or related Confidential Information, other than the right to use the Services and any applicable Confidential Information of CentralSquare during the Term, in accordance with this Master Contract.

Client agrees that CentralSquare has and retains all rights to use any data and information relating to the Software and Services that it receives from Client including, without limitation, any information that constitutes, or results in, an improvement or other Modification to the Software or the Services, but excluding the Client Data or CJIS data, to carry out the Services in accordance with this Master Contract.

As between the Parties, CentralSquare agrees that all Client Data provided to CentralSquare under this Master Contract for CentralSquare's use in connection with the Subscription Services is the property of Client; provided, however, CentralSquare shall have the right to retain Client Data in accordance with its obligations under the terms of this Master Contract in the event that the return or the destruction of any Client Data is infeasible.

The term "Developments" shall mean all programs, upgrades, updates or other enhancements or Modifications to the Software, if any, and all Documentation or other materials developed and/or delivered by CentralSquare in the course of providing technical support or otherwise under this Master Contract.

23.2 Client will not have the ability to copy the Client Data entered onto the Software. Rather, CentralSquare shall retain the physical copy of the Software, title, right and interest in and to the Software, including Upgrades, Updates, and/or other Enhancements or Modifications to the Software in any medium, including but not limited to all copyrights, patents, trade secrets, trademarks, and other proprietary rights.

24. DATA SECURITY

24.1 Client Data

CentralSquare will not attempt to access, and will not allow its Personnel access to, Client Data or third-party data that is not required for the performance of the Services under this Master Contract by such Personnel.

CentralSquare represents and warrants that CentralSquare has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Client's access to and retrieval of Client Data.

CentralSquare is obligated to maintain the confidentiality and security of all Client Data in connection with the performance of the Services.

Without limiting CentralSquare's other obligations under this Master Contract, CentralSquare must implement or use network management and maintenance applications and tools, appropriate fraud prevention and detection and encryption technologies to protect all Client Data; provided that CentralSquare must, at a

minimum, encrypt all Personally Identifiable Information in-transit and at-rest.

CentralSquare must perform all Services using security technologies and techniques in accordance with industry-leading practices and the Client's security policies, procedures and other requirements made available to CentralSquare in writing. In particular, CentralSquare must comply with applicable requirements listed in the CJIS Security Policy, Version 5.9.4 (or latest published version, pending periodic updates), as published by the FBI.

CentralSquare must encrypt all Client Confidential Information in motion 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. CentralSquare must not deviate from this encryption requirement without advance, written Client approval.

CentralSquare must provide to Client, without charge, the timely application of any Upgrades to Software required for Services. Software Upgrades must include, but not be limited to, new version releases and operating system patching, as well as bug fixes.

CentralSquare understands and acknowledges that, to the extent performance of its obligations hereunder involves or necessitates the processing of Personally Identifiable Information, CentralSquare will act only on instructions and directions from Client.

If Client is required to provide or rectify information regarding an individual's Personally Identifiable Information, CentralSquare will reasonably cooperate with Client to the full extent necessary to comply with data protection laws. If a request by a data subject is made directly to CentralSquare, CentralSquare will notify Client of such request as soon as reasonably practicable.

CentralSquare must implement procedures to minimize the collection of Personally Identifiable Information.

24.2 No Malware/Surreptitious Code

CentralSquare 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 Client Data Technology environment at any time. If CentralSquare discovers that Malware or surreptitious code has been introduced into Software, CentralSquare must, at no additional charge to Client, (a) immediately undertake to remove such Malware, (b) notify Client in writing within one (1) business day, and (c) use reasonable efforts to correct and repair any damage to Client Data or Software and otherwise assist the Client in mitigating such damage and restoring any affected Services, Software or equipment.

24.3 Data Protection Laws

CentralSquare will comply with all applicable data protection laws, including those that would be applicable to CentralSquare if CentralSquare, rather than the Client, were the owner or data controller of any Client Data in its possession or under its control in connection with the Services.

24.4 Security Vulnerability Management

CentralSquare 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.

24.5 **Notice to Client**

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

Such notice must summarize in reasonable detail the nature of Client 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. CentralSquare must not make any public announcements relating to such Data Breach without Client's Vice President of Communications prior written approval.

24.6 **Data Breach Responsibilities**

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

- A. investigating and resolving any data privacy or security issues;
- B. upon request, providing Client with a Root Cause Analysis of the Data Breach;
- C. notifying any affected persons (solely at Client's direction) and governmental regulators, as applicable;
- D. recovering affected data or information, to the extent possible;
- E. upon request, providing Client with a corrective action plan acceptable to Client; and
- F. providing notice to impacted parties.

Client 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 Client'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.

24.7 **Incident Response Costs**

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

25. **SOFTWARE SUPPORT**

25.1 Software Error Correction and Access

If, during the Term of this Master Contract, Client determines that Software Error(s) exist, it will first follow any error procedures specified in the CentralSquare Documentation. If following the error procedures does not correct the Software Error, Client shall promptly notify CentralSquare pursuant to the guidelines and procedures described in Addendum A, setting forth the defects noted with specificity requested by CentralSquare. Upon notification of a reported Software Error, CentralSquare shall attempt to reproduce and verify the error and, if so verified, will manage the Software Error(s) in accordance with Addendum A. If CentralSquare is unable to reproduce the Software Error at CentralSquare's facility, the Client will assist in the research of a support issue including logging or other diagnostic tools as provided by CentralSquare. CentralSquare will provide onsite assistance if the Client and CentralSquare determine that it is necessary for CentralSquare Personnel to travel to Client's site to reproduce the error. If it is determined that reported problem was caused by the CentralSquare Software, CentralSquare will be responsible for its travel and related expenses for the onsite visit. In the event that the reported problem is determined to be the result of equipment, Subcontractor Software or hardware, or System Software, or is otherwise not attributable to the CentralSquare Software, Client shall reimburse CentralSquare for its travel expenses incident to the on-site visit in accordance with Exhibit D.

- A. If, during the Term of this Master Contract, Client experiences performance issues with the CentralSquare Software related to user transaction times (the elapsed time between electronically requesting information [i.e., depressing the "enter" key or mouse button] to the appearance of the data requested on the next screen) that materially degrades the operational use of the CentralSquare Software, the Client shall notify CentralSquare in accordance with Addendum A. CentralSquare will assist the Client to determine the source of the user transaction times issue (CentralSquare Software, third-party products, Client supplied network, etc.). If the user transaction times issue is found to be caused by the CentralSquare Software, CentralSquare will use commercially reasonable efforts to resolve the issue according to the Priority status (defined in Addendum A) assigned based on the Subsystem, transaction type, and operational impact on the Client's Users.

CentralSquare maintains a security program for managing access to Client Data – particularly HIPAA and CJIS information. This includes 1) a pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

If required by the Client, CentralSquare will provide paper fingerprint cards for such security approved Personnel with the fingerprinting performed in the State of Florida. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare security approved Personnel traveling to the Client's site or for a Vendor (such as Live Scan) to travel to the applicable CentralSquare Offices in accordance with Exhibit D. This provision will apply during the duration of this Master Contract.

CentralSquare provides Bomgar, CentralSquare's remote access software, as the primary form of remote support connectivity for CentralSquare software applications. Bomgar provides for passwords, advanced authentication, encryption and logging that meet or exceed FBI CJIS standards. The data is stored in a secure

technology facility meeting FBI standards. The Client has access to log information through the CentralSquare support ticket management system Client portal on CentralSquare's website.

25.2 **Software Updates**

From time to time at CentralSquare's discretion, Updates to the CentralSquare Software and CentralSquare Documentation will be developed and provided to Client. All Updates to the CentralSquare Software and CentralSquare Documentation shall be subject to the terms and conditions of this Master Contract and shall be deemed licensed CentralSquare Software under this Master Contract. (Updates do not include separate modules or functions that are separately licensed and priced).

25.3 **Limitations**

- A. Software Support for the CentralSquare Software shall be subject to and conditional on Client's implementation and use of a version of the CentralSquare Software that is the most current general release version thereof that is offered to Client. If Client does not implement the most current general release version when it is made available, CentralSquare shall only be obligated to provide Software Support for Client's version of the CentralSquare Software for a period of twelve (12) months thereafter.
- B. CentralSquare shall not be obligated to provide Software Support if Client is not current on the payment of all Software Support fees and expenses.
- C. If any of the following circumstances exist, CentralSquare shall be entitled to charge additional Software Support fees plus expenses at its then current rates:
 - 1. Problems in the CentralSquare Software are caused by modification of the CentralSquare Software, Subcontractor Software or hardware, System Software, or equipment by Client.
 - 2. Problems in the CentralSquare Software are caused by the CentralSquare Software not being used in accordance with the CentralSquare Documentation or other instructions provided by CentralSquare, or by misuse or neglect.
 - 3. Problems in the CentralSquare Software are caused by Software not provided by CentralSquare, not approved by CentralSquare in writing or not specified as compatible in the CentralSquare Documentation. (The procedures for loading third-party software on a workstation or server are set forth in paragraph D below.
 - 4. Problems in the CentralSquare Software are caused by equipment which does not meet the configuration requirements, or Client does not maintain the site and facility as specified in the CentralSquare Documentation.
 - 5. Problems in the CentralSquare Software are caused by one or more computer viruses that have not been introduced into Client's system by CentralSquare. Client shall maintain up-to-date virus checking software in accordance with CentralSquare Documentation and shall check all software received from CentralSquare or any other person or entity for

viruses before introducing that software into any part of the CentralSquare System. If desired by Client, CentralSquare will provide Updates on media rather than direct downloading to facilitate this virus checking. If, despite such check, a virus is introduced by CentralSquare, CentralSquare will provide a virus-free copy of the CentralSquare Software, and will, at its expense, reload said software on Client's equipment. Client shall practice reasonable back-up procedures for the CentralSquare System in accordance with CentralSquare Documentation.

6. Problems in the CentralSquare Software are caused by Subcontractor Software or System Software, including but not limited to operating system software.
 7. Problems in the CentralSquare Software are caused by equipment or software provided by Client or third parties with which the CentralSquare Software Interfaces or operates (including but not limited to Subcontractor Software or hardware or System Software), including but not limited to problems caused by changes in such equipment or Software.
- D. If, at any time after Installation of the System, Client desires to load on a workstation or server any Software not provided by CentralSquare, Client shall, before loading such Software, follow the procedures regarding third-party software compatibility in the CentralSquare Documentation, and contact the CentralSquare Customer Service Department at the telephone numbers listed in Addendum A for assistance as required. **Such action shall not constitute approval, express or implied, for the loading of specific Software on a workstation or server, nor any express or implied warranty, representation or other obligation by CentralSquare with respect to such Software, including but not limited to its suitability, operability or capability to meet Client's needs or expectations.** Client agrees that if the loading of such third-party software degrades the performance of the System, Client shall immediately uninstall such third-party software. Client shall absolve, discharge and release CentralSquare from any obligations or liabilities related to operation or performance of the System, the CentralSquare Software, Subcontractor Software, or any other item provided by CentralSquare under this Master Contract, including but not limited to any liabilities for damages related thereto, in connection with the Installation of such third-party software.
- E. CentralSquare Software Support under this Master Contract shall not include design, engineering, programming, testing, implementation or other services rendered necessary by changes in Subcontractor Software, System Software or equipment, or in any other hardware, firmware or software provided by third-parties or Client ("Third Party Changes"). Any such services shall be subject to additional charges by CentralSquare and the mutual agreement of the Parties as to the terms and conditions under which such services are rendered. Absent such agreement, CentralSquare shall be under no obligation, express or implied, with respect to such Third-Party Changes.
- F. Problems in the CentralSquare Software or transmission of data caused by wireless services are not warranted by CentralSquare, or covered under the terms of this Master Contract. Client's use of services provided by wireless service providers or carriers, and the security, privacy, or accuracy of any data provided via such services, is at Client's sole risk.

- G. Client is responsible for maintaining the required certifications for access to Client's CJIS system(s), NCIC and/or other local state, federal and/or other applicable systems.

26. SUBSCRIPTION SERVICE LICENSE & USE

26.1 Services; Software

- A. CentralSquare will be responsible for providing the following Services:
1. Hosting CentralSquare's Software for its online programs and corresponding module(s) as indicated in this Master Contract;
 2. Providing the Client with technical support for the Software as set forth herein, database hosting, and other related Services as further defined in this Master Contract;
 3. Providing the Client with remote access to search Clients Data and, if purchased, report on Client Data through the Software and the applicable database(s) for Authorized Users herein for 24 hours per day, 7 days per week, except as otherwise provided in Addendum A hereto with respect to scheduled maintenance;
 4. Enabling Client to update the applicable databases and obtain the agreed upon data processing output;
 5. Providing any other Software related Services stated in this Master Contract (together, the "Subscription Services"). Addendum A and any Documentation may be updated by CentralSquare from time to time in its sole discretion upon written notice to Client;
 6. Providing the Client with initial training as stated in this Master Contract; and
 7. If applicable, CentralSquare and Client shall mutually agree in writing on a schedule for transfer of data from Client's existing system to the applicable Subscription application.
- B. This Master Contract allows Client to use the Software located on CentralSquare's servers, to which Client will be granted limited remote access. Client shall not receive a physical copy of the Software in any form but will have the ability to use the Software on CentralSquare's servers, and to access the Software remotely as directed by CentralSquare.
- C. CentralSquare will uphold accountability for preserving the integrity of the Client Data stored within the Software on CentralSquare's hosted platform. This entails implementing robust security measures, adhering to industry standards, and regularly auditing the System to detect and mitigate any potential vulnerabilities or breaches.

26.2 License; Access

- A. Provided that Client has paid the applicable fees (as defined in Section 6, Fees and Payments of this Master Contract), CentralSquare grants to Client a limited non-exclusive, non-transferable license to use the Subscription Services, including the Software located on CentralSquare's servers, through Client's computer(s) for Client's internal operational use only for the Term of this Master Contract unless otherwise agreed to by CentralSquare in writing, and CentralSquare shall perform the applicable Implementation Services for the Client. The Subscription Services may only be

accessed by an Authorized User. Client is expressly prohibited from sublicensing, selling, renting, leasing, providing service bureau or timeshare services, distributing or otherwise making the Subscription Services or the Software available to third-parties other than any third-party Authorized Users.

- B. Access to the Subscription Services by Authorized Users is enabled only by passwords to Authorized Users. Client is solely responsible for the management and control of those passwords and Authorized Users shall not be permitted to disclose or transfer a password to any third-party. Client shall assign a "Client Administrator" to provide such password management and control. Upon request by Client, additional Authorized Users' passwords shall be activated by CentralSquare.
- C. Client acknowledges (i) that the protection of passwords issued to Authorized Users is an integral part of CentralSquare's security and data protection process and procedures and, (ii) that CentralSquare will rely on Client utilizing and maintaining proper password control obligations and procedures. In the event that Client has reasonable cause to believe that a password is being improperly used by an Authorized User or used by an unauthorized person, Client shall promptly notify CentralSquare. CentralSquare reserves the right to deactivate a compromised password immediately upon notice from Client without further notice to Client or the affected Authorized User. CentralSquare shall have the right, at its sole cost and expense, to utilize an independent certified accounting firm, to verify the number of passwords that have been issued for use by Authorized Users of the Client and use of these passwords within Client's organization in compliance with the terms of this Master Contract.
- D. The number of Authorized Users having the ability to access the Subscription Services at any single moment in time shall be specified in Exhibit C, Cost Proposal.

26.3 **Client Responsibilities**

- A. In conjunction with its obligation to participate in the Implementation Services, Client will assign personnel with the required skills and authority to perform the applicable tasks effectively and, will make best efforts to meet Client's obligation to supply information and otherwise assist as necessary to affect the commencement of the Subscription Services via the Implementation Services, as applicable. Management of Client's responsibilities in conjunction with the Subscription Services after implementation shall be assigned to a Client Administrator who has attended training offered by CentralSquare to Client. The Client Administrator that the Client appoints may be replaced at any time at the sole discretion of the Client upon Client's written notice to CentralSquare so long as the newly appointed Client Administrator has attended CentralSquare's training. Client will be charged additional fees for any such training for Client's employees beyond the initial training for the Software that is a part of the Implementation Services.
- B. Client is responsible for providing hardware, operating system and browser software that meets CentralSquare's technical specifications, as well as providing and maintaining a fast, stable, high-speed connection for accessing the Software and for the transfer of data from Client's system to the Software.

- C. Client is solely responsible for the integrity of all Client Data that is provided to CentralSquare under this Master Contract, including completeness, accuracy, validity, authorization for use and integrity over time, regardless of form and format, and whether or not such data is used in conjunction with the Subscription Services. Further, it is solely Client's responsibility to assure that the initial and one-time importing of the Client Data into Client's database by CentralSquare has been properly performed, acknowledging that thereafter the completion of the initial setup of all code files not already populated by CentralSquare and the input and modification of Client's database shall be performed solely by Client. The Client Data that is to be included in Client's database shall be provided by Client in a digital form that complies with the requirements of the Client Data format as stated in CentralSquare's policy for inputting Client Data in any Documentation CentralSquare provides to Client. In addition, Client is solely responsible for the accuracy of any and all reports, displays and/or uses of Client Data, whether or not CentralSquare assisted Client with the development or construction of such reports and displays and other uses of the Client Data.
- D. Client shall not attempt to decode, disassemble, copy, transmit, transfer or otherwise reverse engineer the Services, including, without limitation, the Software.
- E. Client is responsible for maintaining an active e-mail account for correspondence with CentralSquare.
- F. Client is responsible for proper firewall maintenance allowing for data to move from Client's on-premise data contributing system to the applicable CentralSquare subscription application.

27. CONFIDENTIALITY AND PROPRIETARY RIGHTS

27.1 CentralSquare agrees to maintain Client's Confidential Information and confidential data to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Client will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, the applicable Vendor or original licensor shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Master Contract to make Modifications and Enhancements to Software or Documentation. Client shall acquire no intellectual property ownership rights to Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential Information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any violation of confidentiality; (b) is disclosed to CentralSquare by third-parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the Confidential Information or (d) is developed independently by CentralSquare without use of the Confidential Information.

27.2 Client understands and agrees that the Software and Documentation (including without limitation Subsystem Software and Documentation) including, but not limited to, the source code, object code, the OSDs, IRDs and FTs, the Statement of Work, the Software design, structure and organization, Software screens, the User interface and the engineering know-how implemented in the Software, together with any other information identified by CentralSquare or a Vendor as confidential or proprietary (collectively "Vendor

Proprietary Information” or “VPI”) constitute the valuable properties and trade secrets of the Vendor thereof, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to the Vendor a competitive advantage.

- A. The material presented in CentralSquare’s training courses is VPI and not intended for public disclosure or disclosure to third third-parties unless otherwise required by court order or applicable law. Clients may videotape training sessions provided on-site at the Client’s facilities by CentralSquare staff for the Client’s own internal use only; provided, however, that the CentralSquare training staff has consented in writing to such videotaping. The Client is responsible for managing secure access to and copying or distribution of any CentralSquare provided training materials or Client-made videotapes of CentralSquare training sessions.

27.3 Client agrees during the Term of this Master Contract to hold the VPI, including any copies thereof and any documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for Client’s exercise of the license rights granted hereunder or as required by applicable law or court order. Nothing in this Master Contract is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

27.4 Client shall not attempt or authorize others to attempt to learn the trade secrets, technology, ideas, processes, methods of operation, know-how and/or confidential information contained in the Software by duplication, decompilation, disassembly, other forms of reverse engineering, or other methods now known or later developed. Client may not access or allow access to source code by any person and for any reason.

27.5 Client shall inform CentralSquare promptly in writing of any actual or suspected unauthorized use, copying, or disclosure of VPI not otherwise required to be disclosed by applicable law or court order.

27.6 If any VPI is subject to any Federal or State statutes(s) providing for public access or disclosure of public records, documents or other material, Client shall as allowed by law (i) provide to CentralSquare (and, if applicable the concerned Subcontractor) written notice of any request or other action by a third-party under said statute(s) for release, access, or other disclosure thereof, (ii) provide to CentralSquare (and, if applicable the concerned Subcontractor) a reasonable opportunity to respond to and/or oppose such action in the appropriate forum and (iii) take such steps as are permitted under said statutes to assert in response to such action any exemptions or other protections available thereunder to prevent, restrict and/or control the public release, access and/or disclosure of the VPI.

27.7 The obligations specified under this Section shall survive any termination or rescission of this Master Contract.

28. SYSTEM AND ORGANIZATION CONTROL 2

CentralSquare must provide a System and Organization Control 2 (SOC 2) report, or equivalent as determined by the Client, prepared by a qualified, licensed, and independent CPA firm or agency accredited by the American Institute of Certified Public Accountants (AICPA) annually. There may be no limitation on the scope of the engagement that would preclude the auditor from expressing an unqualified opinion on compliance with the applicable Trust Services Criteria.

Note that information contained in the SOC 2 report may be confidential and such Confidential Information will not be disclosed to the public under Section 119.0725, Florida Statutes. It is unlikely that the entire SOC 2 report is confidential. It is incumbent upon CentralSquare to identify any Confidential Information it reasonably believes is contained in the SOC 2 report. The Client will endeavor to not disclose any such designated information, unless in the Client's sole judgment, CentralSquare did not reasonably designate the Confidential Information, or Client is required by applicable law or court order to disclose such information.

29. DISPUTE RESOLUTION

29.1 Claims and Disputes

- A. 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 Master Contract, payment of money, extension of time or other relief with respect to the terms of this Master Contract. The term claim also includes other matters in question between Client and CentralSquare arising out of or relating to this Master Contract. The responsibility to substantiate claims will rest with the party making the claim.
- B. If for any reason CentralSquare deems that additional cost or Master Contract time is due to CentralSquare for work not clearly provided for in this Master Contract, or previously authorized changes in the work, CentralSquare will notify Client in writing of its intention to claim such additional cost or Master Contract time. CentralSquare will give Client 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.
- C. Written notice of intention to claim must be made within ten (10) days after CentralSquare first recognizes the condition giving rise to the claim or before the work begins on which CentralSquare bases the claim, whichever is earlier.
- D. When the work on which the claim for additional cost or Master Contract time is based has been completed, CentralSquare will, within ten (10) days, submit CentralSquare's written claim to Client. Such claim by CentralSquare, and the fact that Client 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.
- E. Pending final resolution of a claim, unless otherwise agreed in writing, CentralSquare will proceed diligently with performance of this Master Contract and maintain effective progress to complete the work within the time(s) set forth in this Master Contract.
- F. The making of final payment for this Master Contract may constitute a waiver of all claims by Client except those arising from:
 - 1. Claims, security interests or encumbrances arising out of this Master Contract and unsettled;
 - 2. Failure of the work to comply with the requirements of this Master Contract;
 - 3. Terms of special warranties required by this Master Contract; and

4. Latent defects.

29.2 **Resolution of Claims and Disputes**

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

First Meeting: Within five (5) days after a claim is submitted in writing, CentralSquare's representatives who have authority to resolve the dispute shall meet with Client 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 CentralSquare and for Client, neither of which have day to day Master 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. Client 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, Client will review CentralSquare's claims and may (1) request additional information from CentralSquare which will be immediately provided to Client, 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 Client decides that the work related to such claim should proceed regardless of Client disposition of such claim, Client will issue to CentralSquare a written directive to proceed. CentralSquare will proceed as instructed.

B. 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 Client. Such mediation shall occur in Hillsborough County, Florida.

C. 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.

30. NON-EXCLUSIVE RIGHTS

This Master 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.

31. LAWS, REGULATIONS, ORDINANCES, AND RULES

CentralSquare, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable Federal, State, and local laws and regulations, Client Rules and Regulations, Policies, Standard Procedures, and Operating Directives as are now or may hereinafter be prescribed by Client, 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 Client 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. CentralSquare, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of CentralSquare or Client by the Federal Government including but not limited to FAA or TSA. If CentralSquare, 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 Client, then, in addition to any other remedies available to Client, CentralSquare will be responsible and will reimburse Client in the full amount of any such monetary penalty or other damages. This amount must be paid by CentralSquare within 15 days from the date of written notice.

32. COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES PUBLIC RECORDS LAW

IF CENTRALSQUARE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CENTRALSQUARE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER 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.

CentralSquare 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 the Client in order to perform the Services contemplated by this Master Contract.
- B. Upon request from the Client custodian of public records, provide the Client 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 applicable 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 applicable law for the duration of the Term of this Master Contract and following completion of the Term of this Master Contract.
- D. Upon completion of the Term of this Master Contract, keep and maintain public records required by the Client to perform the Services. CentralSquare shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client custodian of public records, in a format that is compatible with the information technology systems of the Client.

The Client maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and

stored electronically as the authoritative record copy as part of the Client's record management process. Once that occurs, the paper original version of this document will be destroyed.

33. CONTRACT MADE IN FLORIDA

This Master 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 Client and CentralSquare related to this Master Contract are expressly set forth herein and this Master Contract can only be amended in writing and agreed to by both Parties.

34. NOTICES AND COMMUNICATIONS

All notices or communications whether to Client or to CentralSquare 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:

<u>TO CLIENT:</u> (MAIL DELIVERY)	OR (HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY TAMPA INTERNATIONAL AIRPORT P.O. BOX 22287 TAMPA, FLORIDA 33622-2287 ATTN: CHIEF EXECUTIVE OFFICER	HILLSBOROUGH COUNTY AVIATION AUTHORITY SKYCENTER ONE 5411 SKYCENTER DRIVE SUITE 500 TAMPA, FLORIDA 33607-1470 ATTN: CHIEF EXECUTIVE OFFICER

<u>TO CENTRALSQUARE:</u> (MAIL DELIVERY)	OR (HAND DELIVERY)
CENTRALSQUARE TECHNOLOGIES, LLC 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 ATTN:	CENTRALSQUARE TECHNOLOGIES, LLC 1000 BUSINESS CENTER DRIVE LAKE MARY, FL 32746 ATTN:

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 Section.

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.

35. SUBORDINATION OF MASTER CONTRACT

It is mutually understood and agreed that this Master Contract will be subordinate to the provisions of any existing or future agreement between Client 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 Master Contract will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense.

36. SUBORDINATION TO TRUST AGREEMENT

This Master Contract and all rights of CentralSquare hereunder are expressly subject and subordinate to the terms, covenants, conditions and provisions of any Trust Agreements or other debt instruments executed by Client to secure bonds issued by, or other obligations of, Client. The obligations of CentralSquare hereunder may be pledged, transferred, hypothecated, or assigned at any time by Client to secure such obligations. Conflicts between the terms of this Master 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.

37. ASSIGNMENT AND SUBCONTRACTING

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

In no event will any approved assignment, subcontract, sublease, or license diminish Client rights to enforce any and all provisions of this Master 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 Master Contract during the remainder of the Term. When seeking consent to an assignment hereunder, CentralSquare will submit a fully executed original of the document or instrument of assignment to Client.

38. APPLICABLE LAW AND VENUE

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

CentralSquare hereby waives any claim against the Client and the indemnified parties for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Master Contract or any part hereof, or by any judgment or award in any suit or proceeding declaring this Master Contract null, void, or voidable, or delaying the same, or any part hereof, from being carried out.

39. SCRUTINIZED COMPANIES

CentralSquare is required to complete Exhibit E, Scrutinized Company Certification, at the time this Master Contract is executed and to complete a new Exhibit E for each renewal option period.

This Master Contract will be terminated in accordance with Florida Statute Section 287.135 if it is found that CentralSquare submitted a false Scrutinized CentralSquare 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.

40. RELATIONSHIP OF PARTIES

CentralSquare is and will be deemed to be an independent contractor and operator responsible for its acts or omissions, and the Client will in no way be responsible therefore.

41. 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 Master Contract as a condition precedent to the granting of funds for the improvement of the Airport, CentralSquare agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Master Contract as may be reasonably required to obtain such funds; provided, however, that in no event will CentralSquare be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

42. TIME IS OF THE ESSENCE

Time is of the essence of this Master Contract.

43. NON-DISCLOSURE

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

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

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

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

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

44. WAIVERS

No waiver by Client at any time of any of the terms, conditions, covenants, or agreements of this Master 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 CentralSquare. No delay, failure or omission of Client 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 Client will be required to restore or revive time as being of the essence hereof after waiver by Client or default in one or more instances. No option, right, power, remedy or privilege of Client 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 Client by this Master 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 Client will not impair its rights to any other right, power, option or remedy.

45. AMERICANS WITH DISABILITIES ACT

CentralSquare 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 Client concerning the same subject matter.

46. E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 CentralSquare, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of CentralSquare or subcontractor. If CentralSquare enters into a contract with a subcontractor, CentralSquare must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

47. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if CentralSquare 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 CentralSquare 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 Client arising out of or based upon this Master 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 CentralSquare does not have a duly noted resident agent for service of process, as an alternative method of service of process, CentralSquare 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 CentralSquare at the address set out hereinafter in this Master Contract or in the event of a foreign address, deliver by Federal Express and that such service will constitute valid service upon CentralSquare as of the date of mailing and CentralSquare will have thirty (30) days from date of mailing to respond thereto. It is further expressly understood that CentralSquare 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.

48. INVALIDITY OF CLAUSES

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

49. SEVERABILITY

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

50. 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 Master Contract. If for any reason there is a conflict between content and headings, the content will control.

51. PUBLIC ENTITY CRIME

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

52. AUTHORITY TO ENTER INTO CONTRACT

The undersigned representative of CentralSquare hereby warrants and certifies to Client that CentralSquare 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 Master Contract by his or her signature thereto and neither CentralSquare, its officers or any holders of more than five percent (5%) of the voting stock of CentralSquare have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Master Contract with Public Entities. If CentralSquare is a corporation whose shares are not regularly and publicly traded on a recognized stock exchange, CentralSquare 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 Master Contract.

53. CONTRACT CHANGES

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

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

53.1 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 Client. CentralSquare acknowledges and agrees that CentralSquare will not be entitled to payment for changes in the Services unless such revised Services are specifically authorized in writing by Client in advance. The terms of this Section may not be waived by Client unless such waiver is in writing and makes specific reference to this Section.

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

53.2 Right to Carry Out the Services

If CentralSquare defaults or neglects to carry out the Services in accordance with this Master Contract, and fails within a seven (7) day period after receipt of written notice from Client to begin and prosecute correction of such default or neglect with diligence and promptness, Client may, without prejudice to other remedies Client may have, correct such deficiencies. In such case an appropriate change order will be issued deducting from payments then or thereafter due CentralSquare for the cost of correcting such deficiencies, including compensation for CentralSquare's or other parties' additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due CentralSquare are not sufficient to cover such amounts, CentralSquare will pay the difference to Client.

54. ANTI-HUMAN TRAFFICKING LAWS

CentralSquare is required to complete Exhibit F, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Master Contract is executed and to complete a new Exhibit F for each renewal option period, if any.

This Master Contract will be terminated in accordance with Florida Statute Section 787.06 (13) if it is found that CentralSquare submitted a false Affidavit of Compliance with Anti-Human Trafficking as provided in Florida Statute Section 787.06 (13).

55. COMPLETE CONTRACT

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

[Remainder of Page is Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this 3rd day of October, 2024.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Arthur F. Diehl III, Chairman

Address: PO Box 22287
Tampa, FL 33622

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

WITNESS: _____
Signature

BY: _____
David Scott Knight, 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 3rd day of October, 2024, by Arthur F. Diehl III, 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

CENTRALSQUARE TECHNOLOGIES, LLC

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

Witness

Printed Address

Printed Name

City/State/Zip

CENTRALSQUARE TECHNOLOGIES, LLC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2024, 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

EXHIBIT A

TIPS VENDOR AGREEMENT

Between CentralSquare Technologies, 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. If a sale is pending, but an official order has not been placed by the TIPS Member customer at the time of the notice of termination by TIPS, TIPS will allow the pending deal progress to fruition at the request of the TIPS Member customer.

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. TIPS agrees to perform the audit onsite at TIPS' expense, during normal business hours.

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. TIPS agrees to perform the audit onsite at TIPS' expense, during normal business hours.

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. If this Vendor Agreement conflicts with the Proponent's proposal, this Vendor Agreement shall control.

SECTION HEADERS OR TITLES

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

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 (only if applicable)	\$300,000 Includes, 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 CentralSquare Technologies, LLC

Address 1000 Business Center Drive

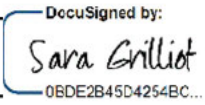
City Lake Mary State FL Zip 32746

Phone 800-727-8088 Fax _____

Email of Authorized Representative sara.grilliot@centralsquare.com

Name of Authorized Representative Sara Grilliot

Title Chief Financial Officer

Signature of Authorized Representative  _____
0BDE2B45D4254BC...

Date 4/13/2022

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 4-14-2022

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 CentralSquare Technologies, 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: 2/18/2022 03:00 PM (CT)
Notes:

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

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

• TIPS 190103 Web and Cloud Computing Services

- **TIPS 181203 Management Software and Services**

- **TIPS 181204 Notification Systems**

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

Contact Information

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

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

CentralSquare Technologies, LLC Information

Contact: Kimberly Meachin
Address: 1000 Business Center Drive
Lake Mary, FL 32746
Phone: (800) 727-8088
Email: kimberly.meachin@centralsquare.com
Web Address: <https://www.centralsquare.com/>

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

Scott Sims
Signature

scott.sims@centralsquare.com
Email

Submitted at 2/17/2022 12:26:53 PM

Requested Attachments

Agreement Signature Form

Agreement Signature Form - CentralSquare Technologies LLC.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

220105 Pricing Form 2.xlsx

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

Reference Form

220105 Reference_Form.xlsx

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

CentralSquare Technologies Response to TIPS RFP 220105.pdf

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

D/M/WBE Certification OPTIONAL

No response

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

Warranty

No response

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

Vendor Agreement

Vendor Agreement - CentralSquare Technologies LLC.pdf

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

Pricing Form 1

220105 Pricing Form 1.xlsx

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

Supplementary

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

CONFIDENTIALITY CLAIM FORM - CentralSquare Technologies LLC.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

2021-W9-CentralSquare_Technologies LLC 10.25.21.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.

Bid Attributes

1	<p>Yes - No</p> <p>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.</p> <p><input type="text" value="NO"/></p>
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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.

3 Yes - No
The Vendor can provide services and/or products to all 50 US States?

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

5 Company and/or Product Description:
This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

6 Primary Contact Name
Primary Contact Name

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Primary Contact Email

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

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

1 1	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6014541240"/>
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1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Jonathan Mitchell"/>
----------------------	---

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Director of Sales"/>
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1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="jonathan.mitchell@centralsquare.com"/>
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1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8019133223"/>
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1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4073043914"/>
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1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8019133223"/>
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1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Dhruti Mistry"/>
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1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="dhruti.mistry@centralsquare.com"/>
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2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8007278088"/>
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2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Scott Sims"/>
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2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="scott.sims@centralsquare.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6014541240"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.centralsquare.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="CentralSquare Technologies, LLC"/>
2 6	Primary Address Primary Address <input type="text" value="1000 Business Center Drive"/>
2 7	Primary Address City Primary Address City <input type="text" value="Lake Mary"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="Florida"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="32746"/>
3 0	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Finance Enterprise, Community Development, Enterprise Asset Management, CentralSquare, Public Safety, Public Administration, CentralSquare Public Safety Suite Pro solution, CentralSquare Public Safety Suite Enterprise solution"/>

3 1 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants 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?

3 2 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

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.

3 3 Company Residence (City)

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

3 4 Company Residence (State)

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

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

Remember this is a **MINIMUM** discount percentage. So, be sure 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. <input type="text" value="Agreed"/>
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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.
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4 1	Additional Discounts? Do you offer additional discounts to TIPS members for large order quantities or large scope of work? <input type="text" value="Yes"/>
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4 2	Years in Business as Proposing Company Years in business as proposing company? <input type="text" value="40"/>
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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). <input type="text" value="No"/>
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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.
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4 5	<p>NON-COLLUSIVE BIDDING CERTIFICATE</p> <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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:</p> <p>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;</p> <p>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.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>
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4 6	<p>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?</p> <p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO</p> <p>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.</p> <p>There is an optional upload for this form provided if you have a conflict and must file the form</p> <p><input type="text" value="No"/></p>
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4 7	<p>Filing of Form CIQ</p> <p>If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?</p> <p><input type="text" value="No response"/></p>
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4 8	<p>Regulatory Standing</p> <p>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.</p> <p><input type="text" value="Yes"/></p>
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4 9	<p>Regulatory Standing</p> <p>Regulatory Standing explanation of no answer on previous question.</p> <p><input type="text" value="No response"/></p>
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Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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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.

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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

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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)

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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.

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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?

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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?

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7

2 CFR PART 200 Clean Air Act

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

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

Does vendor agree?

5
8

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

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

Does vendor agree?

Yes

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9

2 CFR PART 200 Federal Rule

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

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

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

Yes

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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?

Yes

6 **2 CFR PART 200 Rights to Inventions**

1

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

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

Does vendor agree?

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

2

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

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

Does vendor agree?

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

3

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

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

Does vendor agree?

6 4 2 CFR PART 200 Contract Cost & Price

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

Does Vendor Agree?

6 5 FEMA Fund Certifications

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

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

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

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

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

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

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

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

Does Vendor agree?

6
7 **Certification Regarding Lobbying**

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

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

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

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

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

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

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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 Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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

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

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

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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)

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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?

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

0 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.

YES

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?

No

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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.

General Information, Miscellaneous: This is not Proponents standard protocol and Proponent wishes to discuss this further during good-faith negotiations. Proponent requests 30 days written notice and the right to cure.
Proposal Instructions, Vendor Agreement: Proponent is amenable to using the Vendor Agreement provided Proponents’s responses, clarifications, or alternative language are considered or addressed during good faith negotiations between the parties.
Terms and Conditions, Conditions of Agreement: Proponent respectively propose that we propose a specific hierarchy for documents.
Terms and Conditions, Reservation of Rights, part f: Subject to the negotiation of a written agreement limiting termination.

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Agreement Deviation/Compliance

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

No

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Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form 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.

Terms and Conditions, Assignments of Agreements: Proponent accepts this provision, provided however, that in the event of a merger or acquisition of all or substantially all of Proponent’s assets, Proponent may assign the resulting agreement to an entity ready, willing and able to perform Proponent’s executory obligations hereunder, as evidenced by an express written assumption of the obligations hereunder by the assignee.
Terms and Conditions, Miscellaneous: This is not Proponents standard protocol and Proponent wishes to discuss this further during good-faith negotiations. Proponent requests 30 days written notice and the right to cure.
Terms and Conditions, Termination for Convenience of TIPS Agreement Only: Proponent requests 30 days written notice and the right to cure when terminated for cause.
Terms and Conditions, Novation: In the event of award Proponent wishes to discuss this section further with TIPS including defining operating parameters, and is confident through good-faith negotiations is confident the parties will reach mutually acceptable terms.
Terms and Conditions, Audit Rights: Proponent requests any such audit occur onsite at TIPS expense, during normal business hours.
Terms and Conditions, Force Majeure: Proponent wishes to discuss specifics of what constitutes a Force Majeure.
Terms and Conditions, Support Requirements: Proponent requests any such audit occur onsite at TIPS expense, during normal business hours.
Terms and Conditions, Incorporation of Solicitation: Proponent agrees that the TIPS RFP documentation as modified by Proponent’s Proposal will be incorporated by reference into the final contract, with the terms and conditions of the final contract taking priority.

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9** **Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

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0** **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).

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1** **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.

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2** **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.

9 3 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.

9 4 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.

9 5 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity
This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

9 6 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".
Agreement is a required condition to award of a contract resulting from this Solicitation.

9 7 Arbitration Clauses
Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9 8 Required Vendor Sales Reporting
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

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

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

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

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

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

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

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

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

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

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

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

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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."

TIPS RFP 220105 Technology Solutions, Products and Services

REFERENCES

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

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
WestCom 911, IA *Public Safety Suite Enterprise + 911	Assistant Chief Rob Dehnert	rob.dehnert@wdm.iowa.gov	515-273-0762
Lincoln County Sheriff, WI *Public Safety Suite Pro + 911	John VanLieshout, Network Engineer	john.vanlieshout@co.lincoln.wi.us	715-218-3135
San Mateo, CA *Finance Enterprise	Ocean Sun, CIS Manager	osun@smcgov.org	650-363-4637
Westminster, CO *Community Development	Katie Curry, Operations Supervisor	kcurry@cityofwestminster.us	303-658-2107
Fontana, CA *Enterprise Asset Management	Stephen Pendleton, Business Analyst	spendleton@fontana.org	909-350-6564

TIPS RFP # 220105

Required Confidential Information Status Form

CentralSquare Technologies, LLC

Name of company

Sara Grilliot, Chief Financial Officer

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

1000 Business Center Drive	Lake Mary	FL	32746	800-727-8088
Address	City	State	ZIP	Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

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

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

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

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

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

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

DocuSigned by:
Signature Sara Grilliot Date 1/26/2022
0BDE2B45D4254BC...

***as modified and mutually agreed to by CentralSquare and TIPS**


OR

OPTION 2:

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

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

Signature _____ Date _____



The Interlocal
Purchasing System and
Texas Region 8
Education Service
Center

RFP 220105 Technology
Solutions, Products and Services

A Public Safety and Public Administration Software Solution

The Interlocal Purchasing System and
Texas Region 8 Education Service Center
Pittsburg, Texas

Technology Solutions, Products and Services
RFP 220105



February 18, 2022

TIPS/Region 8 ESC
4845 US Hwy 271 North
Pittsburg, TX 75686

RE: RFP 220105 Technology Solutions, Products and Services

Dear RFP Evaluation Committee,

CentralSquare Technologies, LLC (CentralSquare) is pleased to respond to the above-referenced Request for Proposal (RFP) for The Interlocal Purchasing Systems (TIPS) and Texas Region 8 Education Service Center (Region 8 ESC).

After reviewing RFP 220105, we have a greater understanding of TIPS/Region 8 ESC's main objective to receive proposals from reliable, high performance vendors wishing to enter into an agreement with TIPS/Region 8 ESC. We understand TIPS/Region 8 ESC cares greatly about providing the opportunity for participating public agencies and non-profit organizations to purchase the latest and greatest technology solutions, products, and services to improve agency operations and solve problems unique to them.

With these priorities in mind, this document proposes our public safety software (CentralSquare Public Safety Suite Pro solution and CentralSquare Public Safety Suite Enterprise solution) and public administration software (Finance Enterprise, Community Development, Analytics, and Enterprise Asset Management). CentralSquare believes the public safety and public administration industries have long been underserved by technology, and has built systems to maximize configurability, usability, and security to match the unique needs of each individual agency.

CentralSquare provides more services and takes on more responsibilities than other vendors, including unparalleled support and maintenance.

At CentralSquare Technologies, we are raising the bar that defines what public safety and public administration professionals can expect of their software providers. Our developers take great lengths to ensure CentralSquare solutions are cutting edge software by using the best platforms available and continually developing forward-moving product initiatives.

If we are fortunate enough to earn TIPS/Region 8 ESC's business, we will stand behind our commitment to deliver the required solution and complete projects with the same zealous pledge to customer support and service that we are known for throughout the U.S.

Sincerely,

Handwritten signature of Scott Sims in black ink.

Scott Sims, Sales Director
601.454.1240
scott.sims@centralsquare.com

Handwritten signature of Jonathan Mitchell in black ink.

Jonathan Mitchell, Sales Director
801.913.3223
jonathan.mitchell@centralsquare.com

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Disclaimer

Unless otherwise stated, taxes that may be applicable are not reflected and will need to be paid by the client.

Any modification pricing provided in this proposal is an estimate only. Detailed analysis of specific requirements is needed prior to providing exact pricing.

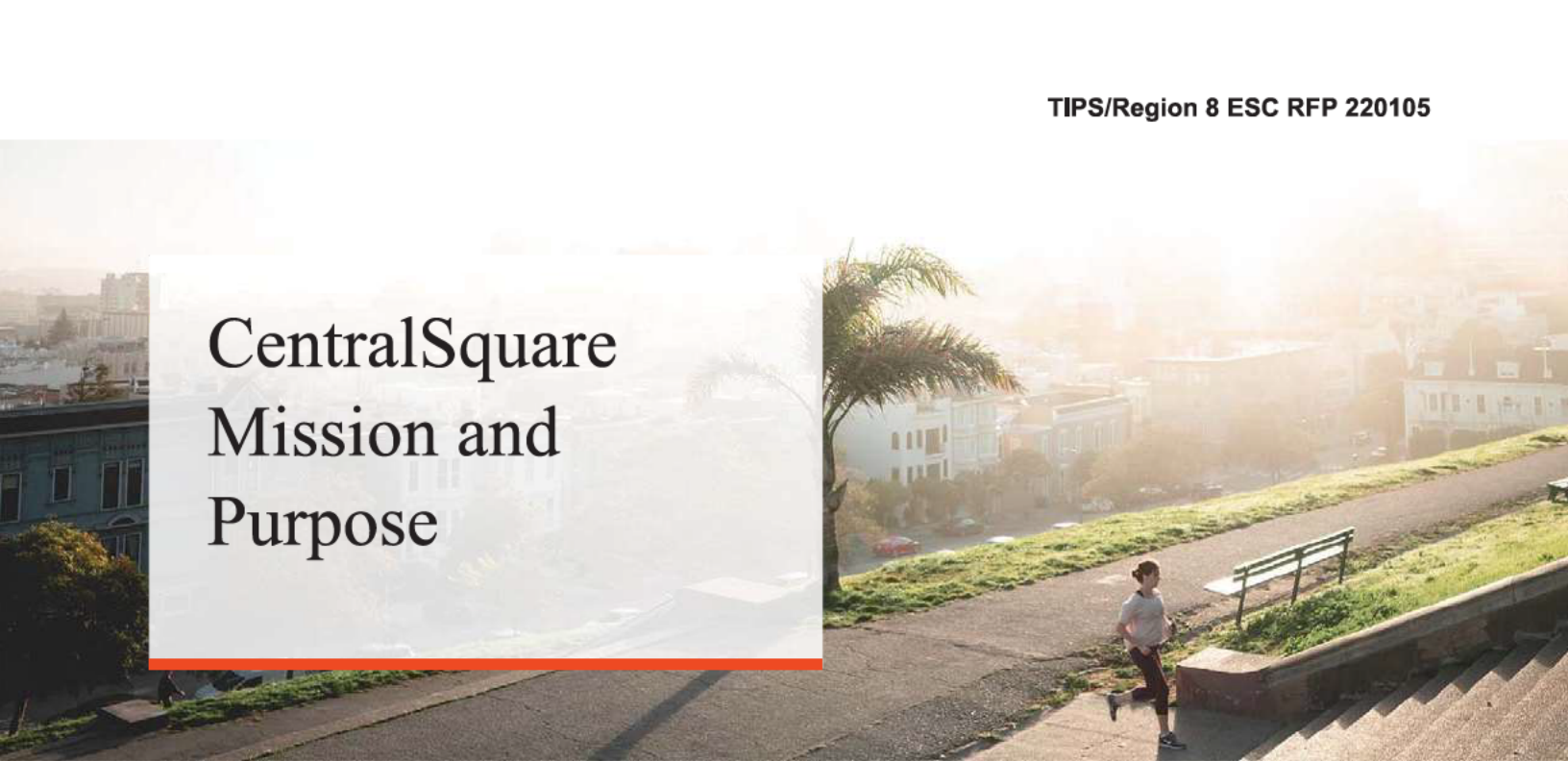
If applicable, the prices for hardware and system software products and services are subject to change and are submitted for client information only. The terms and policies of the hardware vendor govern any portion of this proposal related to hardware and system software products and services.

If applicable, the prices and information on any third-party products and services are subject to change and are submitted for client information only. The terms and policies of any third-party vendor govern all portions of this proposal related to those products and services.

This proposal is furnished and accepted on the express condition that portions of it shall not be duplicated or disclosed, in whole or in part, except to client staff and agents when necessary for evaluation purposes, without prior written consent of CentralSquare. Those confidential portions include, but are not limited to, pricing. All such proprietary information is clearly marked for convenience. Any portions of this proposal that are not marked proprietary or confidential shall be available for public disclosure.

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CentralSquare Mission and Purpose

Building safer and smarter communities through software is CentralSquare's mission and passion. CentralSquare's many software solutions were built from the ground up and are continually evolving to meet the ever-changing needs of public safety and public administration professionals. CentralSquare strives to ensure that its clients receive the best value for their investment by adopting the strategy detailed below:

- Securing the most talented and committed workforce in the industry.
- Delivering innovative, robust information management solutions.
- Providing superior client services.
- Participating actively in industry organizations and initiatives.
- Maintaining an enduring, commercially viable business.

CentralSquare is an industry leader in public safety and public administration software, serving over 7,650 organizations from the largest metropolitan city to counties and towns of every size across North America. Its technology platform provides solutions for public safety, including 9-1-1, computer-aided dispatch, records management, mobile, citations, evidence management, and corrections. For public administration agencies, CentralSquare provides software for finance, human capital management, payroll, utility billing, citizen engagement, asset management, regulatory compliance, and community development. CentralSquare's headquarters is in Lake Mary, Florida. Highly skilled employees also operate out of Centers of Excellence in the following locations: Greensboro, NC; Sioux Falls, SD; Castle Hayne, NC; and Kelowna, BC. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America.

To provide agencies with solutions that fulfill desired public safety and public administration functionality, CentralSquare is proposing its public safety software (CentralSquare Public Safety Suite Pro solution and CentralSquare Public Safety Suite Enterprise solution) and public administration software (Finance Enterprise, Community Development, Analytics, and Enterprise Asset Management). CentralSquare is confident that its ability to understand and fulfill any agency's needs will be apparent throughout this response.



Company Overview

AN EXPERIENCED PARTNER

When agencies choose CentralSquare to deliver software solutions, they are selecting a partner trusted by nearly 8,000 organizations and that impacts nearly three out of every four citizens in the U.S. and Canada. CentralSquare understands the public sector, and provides effective and efficient Public Administration and Public Safety solutions for municipalities.

CentralSquare has been named a GovTech top 100 company every year for the past six years, since the list's inception. An annual list compiled and published by Government

Technology magazine, GovTech 100 recognizes the top companies focused on innovating new technologies or services for local governments across the United States.



FORMATION OF COMPANY

In 2018, the merger of Superior, TriTech, and Apteon resulted in CentralSquare Technologies, LLC and presented an opportunity that few, if any, vendors in the public safety and public administration software arenas have seen: to select the best of breed products from a vast portfolio of applications to form an integrated solution with superior functionality for each entity within the client organization. CentralSquare's solutions leverage many years of industry experience and are designed around technologies, with the features and user experience to best meet the objectives of the end user. CentralSquare's focus is on integration—data sharing and workflow—to support the agencies that depend on its software.

FINANCIAL AND LEGAL POSITION

CentralSquare is a large company with significant scale, strong profitable cash flows, expanding EBITDA margins, and increasing organic revenue growth. CentralSquare's cash balance and overall financial condition remains robust even as the company continues to invest for additional growth. CentralSquare has never filed bankruptcy or otherwise been subject to a reorganization or receivership of any sort. In addition, the company has never been disqualified from participation on a contract by any agency, public or otherwise.



Leadership Team



DAVID ZOLET, CHIEF EXECUTIVE OFFICER

David Zolet serves as CentralSquare's Chief Executive Officer (CEO). David joined CentralSquare with more than 30 years of experience working in the government technology industry. Prior to CentralSquare, David served as president and CEO of LMI, a management consulting firm with a long history of serving the federal government. Before his time at LMI, David led the North American Public Sector unit of DXC

Technology (formerly CSC), which offers solutions and services to support the missions of federal, state, and local government agencies. David has a long history of experience in management, business development, engineering, strategic planning, and customer and government relations, and uses this experience to continue his passion of empowering public servants through innovation. He holds a Master of Business Administration degree from the Wharton School of the University of Pennsylvania as well as master's and bachelor's degrees in electrical engineering from Johns Hopkins University.



SARA GRILLIOT, CHIEF FINANCIAL OFFICER

Sara Grilliot is CentralSquare's Chief Financial Officer running the finance, procurement, and accounting for the entire company. Prior to joining the team, Sara was the CFO of ADP's Compliance Solutions Division where her operational transformation initiative realized more than 300 basis points of EBITDA margin expansion in one year. As VP of Investor Relations, Sara led the investor communication strategy before, during and after

a highly successful spinoff which resulted in an increase of the market cap of the combined entity by more than 15% following the spinoff. Before working at ADP, Sara worked for Ernst & Young. She holds a Bachelor's degree in Business Administration and MBA from the University of North Florida and earned her CPA designation in the State of Florida.



BARRY MEDITZ, GENERAL COUNSEL AND CORPORATE SECRETARY

As General Counsel and Corporate Secretary, Barry is a senior executive with more than 15 years' experience advising leadership teams of public and privately-held global businesses during periods of rapid industry and regulatory change. Barry's previous experience includes having served as General Counsel and Corporate Secretary of Rubicon Global, Senior Vice President and General Counsel and Company Secretary of

Recall Holdings Ltd. Barry was Senior Legal Counsel at Motorola, Inc. (NYSE:MOT), Trademark Licensing Counsel at The Coca-Cola Company (NYSE:KO), and he began his legal career as an associate at Perkins Coie LLP. Barry earned his B.A. with distinction in History and Political Science from the University of Wisconsin-Madison, and his J.D. from The Emory University School of Law where he was elected to the Order of Barristers. He is a member of the Georgia, Illinois and District of Columbia Bar Associations, and a member of the Board of Directors of the Society for Corporate Governance.





ADI KAVALER, CHIEF TECHNOLOGY OFFICER

Adi Kavaler is CentralSquare's Chief Technology Officer. With over 20 years of experience launching innovative products and solutions for Fortune 500 companies and startups, Adi brings a wealth of expertise in developing and building award-winning enterprise software. Most recently, Adi co-founded and served as Managing Director of Copia Growth Partners, a business consulting firm focused on high-growth technology markets. Prior to Copia, Adi led the Application Delivery Management business unit of Hewlett Packard Enterprise (HPE) Software, serving as its Global Vice President of Products, Partners and Strategy. Prior to HPE, Adi served as SVP & GM, Global Head of SAP Fiori. Adi holds a degree in computer science and technology management from Open University in Tel Aviv.



DAN MAIER, CHIEF REVENUE OFFICER

As Chief Revenue Officer, Dan leads CentralSquare's Sales and Marketing functions. Prior to CentralSquare, Dan was Senior Vice President of Sales for North American markets at Ellucian, a global provider of software and services in higher education. Previously, he held roles as the Vice President of Sales and Marketing at Corporate Reimbursement Services, Inc. (CRS) and the Vice President of Sales for Illume Software, primarily responsible for launching their enterprise sales strategy. Prior to CRS, Dan spent 11 years at Parametric Technology Corporation (PTC), where he served in several sales and sales management positions, including Senior Vice President for the Americas channel sales organization and Vice President for worldwide inside sales. Dan is personally committed to public service, highlighted by his service as a captain in the U.S. Army and a field artillery officer in the 319th Airborne Field Artillery Regiment. He holds a Bachelor's degree in political science from Loyola University in Maryland.



MANDY CLARK, CHIEF HUMAN RESOURCES OFFICER

Mandy Clark joined CentralSquare following her success with Sierra Nevada Corporation, leading the overall people strategy and execution for this growing organization of approximately 4,500 employees. Delivering a transformational people-focused agenda, to support the company's long-term strategic growth objectives, through a high-performing team of HR superstars. Mandy's previous experience includes serving as the President of Optimizing You, a strategic consulting firm; Vice President – Human Resources of CoreLogic; and as the Senior HR Director for PepsiCo – Pepsi Beverage Company. Mandy holds an MBA in HR Management from Purdue University – Krannert School of Management and a Bachelor's degree in Sociology and Business from the University of Nevada – Reno.





RON A. ANDERSON, VICE PRESIDENT OF SALES

As Vice President of Sales, Ron is passionate about solving customer challenges through the many CentralSquare Public Safety product and services offerings. Ron joined CentralSquare in 2007 as a product consultant and has empowered customers through sales since 2009. Prior to joining CentralSquare, Ron served in public safety for 10 years. Ron leads a diverse team of committed and mission-oriented sales professionals focused on forging and fostering new and existing, long-term, and rewarding client partnerships. Ron is committed to helping prospects and customers make strategic decisions that have meaningful impact on their communities. Ron holds a B.A. in Criminology/Criminal Justice from Florida State University.



AMIR SIDDIQI, CHIEF CUSTOMER OFFICER

Amir Siddiqi serves as CentralSquare's Chief Customer Officer, leading the company's Customer Services and Support teams. He focuses on ensuring the long-term success of our customers and the communities we serve by helping our customers utilize the full scope of our products and services. Amir joined CentralSquare with over 30 years of experience in customer success and engagement. Previously, Amir served as the Senior Vice President of Vertical Solutions at Alteryx, a data science and analytics software company. He also led customer success and professional service teams at companies including Docker, Inc., Cloudera, and Hortonworks, Inc. Amir holds a bachelor's degree in electrical engineering from West Virginia University and Bachelor of Business Administration degree from Baruch College in New York.



TIM BOYLE, CHIEF TRANSFORMATION OFFICER

As Chief Transformation Officer, Tim is responsible for driving implementation and unifying various transformation efforts within CentralSquare. His focus is to help tie transformation activities together, ensuring cross-functional agreement. Prior to CentralSquare, Tim served as President of Mission Critical Strategies, an advisory and technical services firm for state, local, and federal government. Earlier in his career, he held several leadership positions at Motorola Solutions, including Vice President and General Manager of the Applications and Product Solutions business, which led to the first integrated product and software roadmap within Motorola's Government Business Division, as well as the launch of Motorola's Premier One Command and Control suite of products. As Vice President and Director of Business Development, Strategy, and Marketing for Motorola's Integrated Solutions Division, Tim's leadership in shifting business culture resulted in the elimination of operational siloes and formalized business development functions within the business. Prior to Motorola, Tim was a Vice President for the public safety consulting firm, PSComm. Tim has a Bachelor of Science from the University of Maryland University College.



Section 2: CentralSquare Experience

CentralSquare provides software and information technology solutions designed to meet the specialized needs of city and county governments, public safety and justice agencies, transits, state and federal government, and nonprofit organizations. CentralSquare's goal is to partner with agencies to improve quality of life by helping those who serve, protect, and sustain their communities.

CentralSquare brings 40 years of public sector experience to each project, including staff with real-world experience and a deep understanding of proven industry best practices. When agencies choose CentralSquare to deliver software and implementation solutions, they are selecting a partner trusted by nearly 8,000 organizations, impacting 3 in 4 citizens across the U.S. and Canada.

Today, CentralSquare is an industry leader in public safety and public administration software, serving over 7,650 organizations from the largest metropolitan cities to counties and towns of every size across North America. Its technology platform provides solutions for public safety, including 911, computer aided dispatch, records management, mobile, citations, evidence management, and corrections. For public administration agencies, CentralSquare provides software for finance, human capital management, payroll, utility billing, citizen engagement, asset management, regulatory compliance, and community development. CentralSquare's mission is to build safer and smarter communities.

Commitment to Customers

CentralSquare is committed to customer success and constantly looks for new ways to help agency employees work more efficiently. CentralSquare provides the leadership and innovation that set industry standards, provide unparalleled customer support, and keep pace with the latest technology standards – all while sustaining best business practices.

CentralSquare's goal is to develop a technology partnership with the TIPS/Region 8 ESC agencies based on integrity and commitment to the finest quality and service. CentralSquare's continuous growth, success, and stability in the industry for over three decades is proof that CentralSquare evolves with some of the latest technologies without forcing its customers into expensive upgrades or conversions.

CORPORATE HEADQUARTERS

1000 Business Center Drive
Lake Mary, FL 32746
Main phone: 407.304.3235
Toll free: 800.727.8088
Fax: 407.304.3914

NUMBER OF EMPLOYEES: 1,605

PROPOSED SOLUTION

Public safety software (CentralSquare Public Safety Suite Pro solution and CentralSquare Public Safety Suite Enterprise solution) and public administration software (Finance Enterprise, Community Development, Analytics, and Enterprise Asset Management)

AUTHORIZED CONTACT

Scott Sims, Sales Director
601.454.1240
scott.sims@centralsquare.com

Jonathan Mitchell, Sales Director
801.913.3223
jonathan.mitchell@centralsquare.com

www.centralsquare.com



Section 3. Proposed Software Solution

Product Overviews

Public Administration

FINANCE ENTERPRISE

- Receive best practices consultation through CentralSquare's Business Process Review/Discovery as well as an industry leading, in-house implementation and training team.
- Fund Base accounting solution built from the ground up strictly for cities and counties. A single system of record.
- Reduce manual processes with Finance Enterprise's automated and flexible workflow engine.
- Consolidate efforts to track project costs and grant management via a robust Chart of Accounts with a Job Ledger foundation.
- Enhance transparency and access to decision-making data via dashboards and reports provided by CentralSquare Analytics.

More information here: <https://www.centalsquare.com/public-administration/finance>

COMMUNITY DEVELOPMENT

- Flexibility and scalability to expand to other departments to meet current and future business requirements
- A centralized system that fosters collaboration
- Robust mobile support for inspections
- Efficient workflow
- Integrity of database information
- Regular enhancements without complicated or costly updates
- Latest technology and support with a cloud-based solution

More information here: <https://www.centalsquare.com/public-administration/community-development>



ENTERPRISE ASSET MANAGEMENT

- Effectively manage all assets and work orders
- Gain visibility into the maintenance of assets to proactively avoid unexpected expenses
- Improve asset life cycle with measured service performance and regulatory compliance
- Data-driven resource for planning to enable better-informed capital decisions

More information here: <https://www.centralsquare.com/public-administration/asset-management>

ANALYTICS

- Collaborative Reporting — Native reporting reduces IT bottlenecks and allows for more timely distribution of information. Analytics allows report users and authors to respond quickly and effectively and allows employees to retrieve information on their own.
- Report Annotations — Users and report authors can create and save notes on HTML reports that other users can reference, making it easier for users to share information and capture their thoughts.
- Web-based Deployment — This web-based solution allows users to work at optimal business speed and allows users access to critical information at any time. Users can easily administer and distribute their data from anywhere.
- Self-service Reporting — Collaborative reporting allows users to quickly create reports, ensuring the timely distribution of information and wise decision-making at every level. It also distributes the responsibility for report creation and reduces IT's reporting workload. Analytics reporting allows users to share information faster with the ability to reuse queries and report objects created by others.

More information here: <https://www.centralsquare.com/public-administration/analytics>

Public Safety

ENTERPRISE SUITE

- Accelerate response with shared information across jurisdictions
- Maximize safety using integrated mobile public safety apps and wearables
- Cut reporting time in half and engage more with the community
- Customize workflow and response plans for law, fire, and EMS
- Automate every step of bookings, from intake to release

More information here: <https://www.centralsquare.com/public-safety/enterprise>

PRO SUITE

- The world's first plug-and-play public safety suite
- Everything—911, CAD, RMS, Mobile, and Jail—in one place
- No IT headaches with fully managed infrastructure

More information here: <https://www.centralsquare.com/public-safety/pro>



Section 4. Project Implementation

CentralSquare Project Implementation Methodology Overview

CentralSquare's experience has shown that successful software implementations are due to a combination of the capability of the software, quality and commitment of the people involved, and the effectiveness of the implementation methodology. Each of these components is critical to successful software deployment and use. The methodology used to implement software is the key factor in mitigating risk, improving efficiency, and achieving a successful implementation. CentralSquare's proven methodologies address system installation and configuration, data conversion, training, and documentation.

CentralSquare approaches each project with a blended methodology combining Project Management and Implementation into one fluid process. They are tightly integrated, and both are vitally important to success. As a blended process, they ensure CentralSquare meets objectives collectively and consistently throughout the course of the project.

Training

CentralSquare offers a combination of training classes for agency staff that corresponds to their level of involvement with the system, role during implementation, and anticipated use of the system. CentralSquare uses a comprehensive training approach for all its system components, as highlighted below:

- CentralSquare's approach maximizes the use of hands-on training. Students will receive detailed training on a field-by-field, screen-by-screen basis.
- The CentralSquare team will devote time prior to the training sessions to learning an agency's business procedures. As much as possible, these procedures are discussed throughout the training session.
- Class exercises will be designed to mirror users' daily activities and duties providing users with step-by-step training.
- The CentralSquare team will work closely with an agency to identify real-life exercises that will be meaningful to the students.
- As much as feasible, CentralSquare's training team will emulate an agency's workflow process in its training classes.

CentralSquare will work with an agency to tailor training course sessions and schedule the sessions to meet the needs of the functional groups within the limitations of the quantities and types of courses proposed. If an agency requires additional training sessions, there may be additional fees associated with such training.



Section 5. Support Services

CentralSquare recognizes that its customers' satisfaction and the quality of the services provided directly reflect its software and services. CentralSquare commits to a long-term partnership to ensure each agency's goals and expectations are met with the implementation of a new system and throughout its relationship with CentralSquare.

CentralSquare is proud of its applications and their capabilities, and makes every effort to ensure customers are satisfied with the software. Following installation, several services are offered to ensure ongoing satisfaction and success.

In addition to the skilled Support organization, CentralSquare has a designated Customer Success team dedicated to helping maximize customers' return on investment and ensuring best possible outcomes. The Customer Success team aligns to an agency's organizational goals and challenges to offer relevant, benefit-driven solutions to enhance the CentralSquare experience. Through ongoing communication – the right level of engagement at the right time – the Customer Success team assists in achieving excellence in the use of CentralSquare products.

CentralSquare's Support Team

Once an agency creates a Support case, the request will be routed to the appropriate CentralSquare resource who will contact the agency in accordance with CentralSquare's defined problem prioritization.

CentralSquare's support team members are experts in each software application and related technologies. In addition, the company's Support Engineers have completed extensive internal and external training and are skilled problem-solvers. CentralSquare Support Engineers are accountable for the resolution of an assigned case, acting as a single point of contact and coordinating the efforts of other support members, subject matter experts, partners, and engineering teams. Support works very closely with the Quality Assurance (QA), Engineering, and Product organizations to expedite resolutions and provide customer feedback on product issues. Through the team approach, CentralSquare can offer the highest degree of technical knowledge possible, drive issues to resolution, and provide the excellent support our customers require. CentralSquare measures its business performance and strives to regularly exceed these goals.

At any time throughout the business day, an experienced Support Engineer is available to respond directly to customer questions and resolve technical issues.

User Group

CentralSquare's annual training conference provides attendees the opportunity to meet with other users, participate in product demonstrations and hands-on lab training, and provide direct feedback to CentralSquare developers, support staff, and management. CentralSquare 2021 took place remotely, and vision, strategy, priorities, and progress were shared with over 5,000 customers. CentralSquare 2022 is scheduled for March 27-30th in Orlando, FL.



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 equivalents.

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.

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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.

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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 TIPSPO@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
WORK PLAN**

1. Work Plan No.
2. Project Information
The information in this section will be completed by Authority.
 - A. Project Title:
 - B. Project Summary
 - i. Project Purpose:
 - ii. Project Description:
 - iii. Project Scope of Work and Deliverables:
3. Schedule and Costs
The information in this section will be completed by Company and approved by Authority prior to performing any work.
 - A. Project Schedule/Timeline
Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.
 - B. Total Cost of Project (Provide the costs in U.S. dollars)

Expenditure <insert applicable terms>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Cost	\$
Reimbursable	
Data	\$
Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Cost	\$
Total Project Cost (Service Cost and Reimbursable)	\$

- 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.

4. Payment Method and Schedule

Payment(s) will be made via <Automated Clearing House (ACH) VIP Supplier / Automated Clearing House (ACH) Standard / ePayables / Purchasing Card (PCard)>. Invoices will be uploaded and submitted to the Authority in Oracle iSupplier.

<insert for projects one month and less>

Projects that are completed within one month or less will be paid in full upon completion of the project by Company and acceptance by Authority.

<insert for projects 30 to 90 days>

Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Authority.

<insert for projects exceeding 90 days>

Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Authority.

Company must submit invoices to Authority at the appropriate intervals through Oracle iSupplier. Invoices must include a brief summary report of Company's activities under the Contract during the billing period and supporting documentation for all reimbursable expenses, as applicable.

Acknowledgement of Acceptance

Company agrees and accepts the terms of this Work Plan No. _____ as detailed above.

CentralSquare Technologies, LLC

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY:

Signature of Authorized Official

Printed Name

Title

Date

EXHIBIT C COST POPOSAL

1. Fee Increase Limitation

- 1.01 The Parties agree that the annual renewal fees associated with the Software provided under the Master Contract shall not increase by more than five percent (5%) from the previous year's total cost.
- 1.02 For the purpose of this clause, the "total cost" shall include all fees, charges, and any other costs associated with the Software, excluding any taxes.
- 1.03 The five percent (5%) annual renewal fee increase shall apply to any additional Services, Upgrades, or Enhancements purchased during the Term of the Master Contract.

2. CentralSquare Software License Fee(s)

	PRODUCT NAME	QUANTITY	TOTAL
1.	CentralSquare Message Switch Annual Maintenance Fee	1	5,093.55 USD
2.	Enterprise CAD Archive Server Software Annual Maintenance Fee	1	519.75 USD
3.	Enterprise CAD Browser	1	2,079.00 USD
4.	Enterprise CAD Caller Location Query Subscription (OP) Annual Subscription Fee	1	2,362.50 USD
5.	Enterprise CAD Disaster Recovery System Annual Maintenance Fee	1	1,871.10 USD
6.	Enterprise CAD GISLink Utility Position Annual Maintenance Fee	1	1,039.50 USD
7.	Enterprise CAD Integrated Solution - Export to TAMMS	1	1,491.68 USD
8.	Enterprise CAD Mapping Annual Maintenance Fee	15	1,746.36 USD
9.	Enterprise CAD Mapping Test or Training Annual Maintenance Fee	1	109.15 USD
10.	Enterprise CAD Position Annual Maintenance Fee	15	31,185.00 USD
11.	Enterprise CAD Routing Server Annual Maintenance Fee	1	4,293.14 USD
12.	Enterprise CAD Server Software Annual Maintenance Fee	1	6,237.00 USD
13.	Enterprise CAD Test or Training System Annual Maintenance Fee	1	1,871.10 USD
14.	Enterprise Mobile Base Position with CJIS/NCIC Forms Annual Maintenance Fee	20	4,158.00 USD
15.	Enterprise Mobile Disaster Recovery System Annual Maintenance Fee	1	1,975.05 USD
16.	Enterprise Mobile Mapping Annual Maintenance Fee	20	909.56 USD

**EXHIBIT C
COST POPOSAL**

17.	Enterprise Mobile Mapping Test or Training Annual Maintenance Fee	2	109.15 USD
18.	Enterprise Mobile Server Software Annual Maintenance Fee	1	3,118.50 USD
19.	Enterprise Mobile Test or Training System Annual Maintenance Fee	1	1,975.05 USD
20.	Enterprise RMS FileNet Interface Enhancement Maintenance Fee	1	2,255.72 USD
21.	Enterprise RMS Maintenance	101	19,973.99 USD
22.	Enterprise RMS TRACs Interface Annual Maintenance Fee	1	1,621.62 USD
23.	Field Ops (OP) Annual Subscription Fee	1	11,453.40 USD
24.	IQ - CrimeView Dashboard Annual Subscription Fee	1	5,244.75 USD
25.	IQ CrimeView Advanced Reports Annual Subscription Fee	1	3,307.50 USD
26.	NCIC/State Query Position for Enterprise CAD Annual Maintenance Fee	15	1,559.25 USD
27.	Standard ANI/ALI Interface Annual Maintenance Fee	1	1,871.10 USD
28.	Standard Law Enforcement Information Exchange (LInX) Publisher Maintenance Fee	1	2,255.72 USD

Total Price: \$121,687.19 USD

Please note that the Total Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Total Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Total Price displayed above.

EXHIBIT D
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

PURPOSE: To establish a policy governing the authorization, approval and allowability of travel, business development, and working meals expenses incurred by Board members, the Chief Executive Officer (CEO), and Authority employees when conducting business on behalf of the Authority.

LEGAL CONSIDERATION: Subject to the provisions of applicable Florida Statutes, the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. The Hillsborough County Aviation Authority Act also authorizes the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Pursuant to Policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

General:

- A. All Authority travel, business development, and working meals expenses must provide benefit to the Authority. This Policy provides guidance covering key areas related to travel, business development, and working meals expenses. Additional guidance is provided in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses. All circumstances may not be specifically covered. In these instances, sound judgement should be used and reasonable documentation should be provided to support the circumstance and expense. Any exception to the practices outlined in this Policy will require written approval by the CEO or Executive Vice President (EVP) of Finance and Procurement and must be in compliance with applicable Florida Statutes.
- B. Employees may book their own flight and hotel reservations, or may utilize the Authority’s corporate travel agency. In an effort to find the most economical lodging rates and airfare, the use of third party companies such as Expedia.com, Hotels.com and Travelocity.com may be considered. Other resources such as AirBNB.com, VRBO.com and HomeAway.com may also be used if determined to be the most economical option.
- C. All reservations (hotel, flight, conference, etc.) shall be booked as far in advance as possible to take advantage of discounted rates.

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TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

- D. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for payment of all additional expenses beyond those incurred for Authority business. Reasonably necessary is defined as arriving at the destination no more than 24 hours prior to engaging in Authority business or commencing the return trip within the next day of engaging in Authority business.
- E. Purchases for travel, business development, and working meals should be made using Authority Purchasing Cards (PCard) in accordance with Authority Standard Procedure S410.25, Purchasing Cards. As an alternative, personal credit cards may be used, however, the expense will not be reimbursed until after the trip or event has occurred. The reimbursement request must be submitted within 30 days of the completion of the trip or event.
- F. All individuals traveling on behalf of the Authority may personally retain any points or other benefits generated from Authority travel (i.e frequent flyer mileage or awards from hotel frequent guest programs). However, participation in these programs should not influence airline and hotel selection resulting in higher cost to the Authority.

Travel Expenses:

- A. Travel Authorization and Approval:
 - 1. Board members and Authority employees are authorized to attend training and/or conventions, conferences, board, and committee meetings of professional and/or trade organizations specific to their job requirements as well as other meetings, site visits, or events directly related to their position at the Authority. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee's travel will be approved by their EVP and/or appropriate level supervisor. Such approval must be made in advance of travel for all Authority employees under the Director level.
 - 2. Approval of eligible travel expenses is obtained during the expense submittal process as outlined in Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.
 - 3. The Authority expects employees to exercise sound prudent business practices when booking travel.
- B. Travel by Air Carrier:

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1. Travelers are required to use Coach/Economy cabin fares unless otherwise indicated within this Policy. Factors such as time and productivity of the traveler, cost of transportation, per diem/subsistence costs, cancellation fees, and any additional costs (such as baggage fees) should be considered when making reservations.
2. If a Board member, the CEO, an EVP, or Vice President (VP) is scheduled to engage in Authority business within 24 hours of arriving at the destination, or commences the return trip within 24 hours of completing Authority business, he/she is permitted to book fares in business class or its equivalent. Business class or equivalent travel by other Authority employees must be approved in writing with justification in advance by the department EVP.
3. If the primary purpose of the trip is to visit a specific airline, it is acceptable to book a flight on that airline even if the airline does not offer the lowest fare available.
4. Miscellaneous airline fees including, but not limited to, seat reservation fees, early or preferred boarding, checked baggage fees, airline change fees, and in-flight internet expenses, are allowable if utilized for Authority purposes. Checked baggage fees will be limited to one checked bag, unless supported by adequate business justification.
5. In the event a flight must be changed for acceptable business reasons, applicable airline fees are allowable expenses under this Policy with adequate written justification.
6. In the event a flight is cancelled or delayed, the traveler may choose an alternate mode of transportation in accordance with this Policy.

C. Registration Fees:

The traveler is eligible to incur registration fees for meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference. Employee must provide business justification for attending the event.

D. Lodging:

Hotel or accommodation charges must be substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient

EXHIBIT D
AUTHORITY POLICY P412
TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

as possible to the place where the business of the Authority will be transacted and should be at the lowest appropriate rate.

Paid usage of hotel sponsored Wi-Fi or wired internet access is an authorized lodging expense.

Lodging expenses incurred within the Authority's Metropolitan Statistical Area (MSA) (as defined by the United States Office of Management and Budget, to include Hernando, Hillsborough, Pasco and Pinellas Counties) are only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

E. Meals (During Travel):

Meals within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

For both domestic and international travel, the first and last day of travel are calculated at 75% of the rate in effect for the destination city. This excludes intermediate destinations on multi-city trips.

A traveler will not be reimbursed or receive per diem for meals included in a convention or conference registration unless reasonable written explanation is provided. A meal is considered to be any of the regular occasions in a day when a reasonably large amount of food is eaten, such as breakfast, lunch, or dinner. (Definition from Dictionary.com and Oxford University Press.) Continental breakfasts will not be considered a meal. Therefore, per diem will not be reduced for continental breakfasts. Additionally, per diem will not be reduced for meals provided by airlines.

Allowance for meals when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

F. Ground Transportation:

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Authorized ground transportation expenses include, but are not limited to, hired cars, trains, other fixed rail, shared ride services (such as Uber or Lyft), buses, and other modes of ground transportation required to enable the traveler to conduct Authority business. Travelers will use good judgement with regard to which mode of ground transportation is utilized, and tickets should be purchased in the most economical class of service available unless there is an adequate business justification and is approved in writing in advance by the CEO or employee's EVP.

Allowance for ground transportation within the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

G. Other Travel Expenses:

Other eligible travel expenses as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven calendar days and where such expenses are necessarily incurred to complete the official business.

Eligible incidental expenses are defined by Florida Statute Section 112.061(8)(a) and include ferry fares, bridge, road, and tunnel tolls, storage or parking fees, and communication expenses.

Itemized receipts are required for all individual expenses that are higher than \$25.

H. Foreign exchange rates:

Eligible travel expenses include the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Rental Vehicle:

Board members, the CEO, EVPs and VPs are authorized to rent a vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the CEO or the employee's EVP or VP.

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Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

The State of Florida contract for rental cars should be consulted for discounted rates. The State of Florida contract provides rental vehicle services to Florida's government agencies. A website link to the Rental Rates and Rental Procedures to utilize the State contract are located on the Authority Intranet.

Allowance for rental cars when travel is confined to the Authority's MSA is only authorized with adequate business justification and if approved in writing in advance by the CEO or the employee's EVP.

The Authority provides insurance coverage for both Automobile Liability and Collision Damage Waivers and will not reimburse a traveler for the cost of such coverage on a rental car contract for travel within the United States. (Exception: If the traveler rents a vehicle in a foreign country, he/she shall purchase both Automobile Liability and Collision Damage Waivers from the rental car company.)

J. Travel by Personal Vehicle:

Prior to utilizing a personal vehicle to conduct Authority business, all employees must comply with Authority Standard Procedure S250.05, Motor Vehicle Use – Personal or Authority-Owned.

Board members, the CEO, EVPs and VPs are authorized to use their personal vehicle if necessary to conduct Authority business, without advance approval. Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's EVP or VP.

Mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Mileage reimbursement is calculated in accordance with Authority Standard Procedure S412.01, Reconciliation and Reimbursement of Travel, Business Development, and Working Meals Expenses.

Personal vehicles should not be used if the estimated mileage reimbursement is expected to exceed the cost of renting a car for the trip.

K. Travel by Third Parties Conducting Business on Behalf of the Authority:

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Unless terms of travel are specified in their contracts, all consultants, design professionals, design-builders contractors, sub-consultants, and sub-contractors performing work for the Authority will be reimbursed for travel expenses in accordance with eligible cost elements as described above.

Business Development Expenses:

- A. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. Business development activities require meeting with non-Authority personnel. Employees may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity.
- B. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
- C. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive revenue or another business benefit.
- D. The employee must provide detailed itemized receipts for all business development expenses larger than \$25 and must include rationale and business benefit for the Authority.

Working Meals:

- A. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic department meetings (not more than quarterly), full-day or half-day Authority-wide meetings, or Authority strategic planning sessions.
- B. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.

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- C. Notwithstanding subparagraph B above, Executive staff, VPs, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition.
- D. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
- E. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
- F. Working meals will be reimbursed upon presentation of appropriate documentation including a list of attendees.

**Exhibit E
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

EXHIBIT F

Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of CentralSquare Technologies, LLC ("CentralSquare"), hereby attests under penalty of perjury that:

1. CentralSquare does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this Affidavit on behalf of CentralSquare.

Date: _____, 20____ Signed: _____

Entity: _____ Name: _____

Title: _____

ADDENDUM A

SOFTWARE ERROR CORRECTION GUIDELINES AND PROCEDURES

These Error Correction Guidelines and Procedures describe the terms and conditions relating to technical support that CentralSquare will provide to Client during the Term of the Master Contract.

1. Product Updates and Releases

- 1.1. Updates. From time to time CentralSquare may develop permanent Fixes or Solutions to known problems or bugs in the Software and incorporate them in a formal Update to the Software. If Client is receiving technical support from CentralSquare on the general release date of an Update, CentralSquare will provide the Client with the Update and related Documentation.
- 1.2. Releases. Client shall promptly agree to install and/or use any Release provided by CentralSquare to avoid or mitigate a performance problem or infringement claim. All Modifications, revisions and Updates to the Software shall be furnished by means of new Releases of the Software and shall be accompanied by Updates to the Documentation whenever CentralSquare determines, in its sole discretion, that such Updates are necessary.

2. Telephone Support & Support Portal

- 2.1. Customer Service Hours. CentralSquare shall provide to Client, Monday through Friday, 7:30 A.M. to 8:30 P.M. (Eastern Time) toll-free phone number (833-278-7877), excluding holidays. CentralSquare shall provide to Client, during the support hours, commercially reasonable efforts in solving errors reported by the Client as well as making available an online support portal. Client shall provide to CentralSquare reasonably detailed Documentation and explanation, together with underlying data, to substantiate errors and to assist CentralSquare in its efforts to diagnose, reproduce and correct the error. This support shall be provided by CentralSquare at Client location(s) if and when CentralSquare and Client agree that on-site services are necessary to diagnose or resolve the problem. If a reported error did not, in fact, exist or was not attributable to a defect in the Software or an act or omission of CentralSquare, then Client shall pay for CentralSquare's investigation and related services at CentralSquare's standard professional services rates. Client must provide CentralSquare with such facilities, equipment and support as are reasonably necessary for CentralSquare to perform its obligations under this Addendum and the Master Contract, including virtually escorted remote access to the specified configuration.
- 2.2. After CentralSquare Customer Service Hours, emergency support for subscription applications will be answered by CentralSquare's emergency paging service. When connected to the service, Client shall provide his or her name, organization name, call-back number where the Customer Service Representative may reach the calling party, and a brief description of the problem (including, if applicable, the information that causes the issue to be a Critical Priority problem as outlined in Section 7 below).

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3. **Website Support**

Online support is available 24 hours per day, offering Client the ability to resolve its own problems with access to CentralSquare's most current information. Client will need to enter Client's designated username and password to gain access to the technical support areas on CentralSquare's website. CentralSquare's technical support areas allow Client to: (i) search an up-to-date knowledge base of technical support information, technical tips, and featured functions; and (ii) access answers to frequently asked questions (FAQ).

4. **Exclusions from Technical Support Services**

CentralSquare shall have no support obligations with respect to any third-party hardware or software product ("Nonqualified Product"). If Client requests support services for a problem that CentralSquare reasonably believes was caused or exacerbated by a Nonqualified Product, CentralSquare shall provide notice thereof to Client along with a quoted price for the support services, Client must approve the incurrence of such charges in writing prior to CentralSquare rendering the services. Client shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

5. **Client Responsibilities**

In connection with CentralSquare's provision of technical support as described herein, Client acknowledges that Client has the responsibility to do each of the following:

- 5.1. Provide hardware, operating system, and browser Software that meets technical specifications, as well as a fast, stable, high-speed connection and remote connectivity using CentralSquare's Bomgar application.
- 5.2. Maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and ensure that any problems reported to CentralSquare are not due to hardware malfunction;
- 5.3. Maintain the designated computer system at the latest code revision level reasonably deemed necessary by CentralSquare for proper operation of the Software;
- 5.4. Supply CentralSquare with access to and use of all information and facilities reasonably determined to be necessary by CentralSquare to render the technical support described herein;
- 5.5. Perform any test or procedures reasonably recommended by CentralSquare for the purpose of identifying and/or resolving any problems;
- 5.6. At all times follow routine operator procedures as specified in the Documentation or any

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policies of CentralSquare posted on the CentralSquare website following notice from CentralSquare to Client;

- 5.7. Client shall remain solely responsible at all times for the safeguarding of Client's proprietary, confidential, and classified information; and
- 5.8. Ensure that the designated computer system is isolated from any process links or anything else that could cause harm before requesting or receiving remote support assistance.

6. **Security**

- 6.1. CentralSquare maintains a Security program for security managing access to Client Data – particularly HIPAA and CJIS information. This includes 1) a Pre-employment background check, 2) security training required by Federal CJIS regulations, and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Client to provide required documentation (such as the CJIS Security Addendum Certification form and VPN documents).
- 6.2. If required by the Client, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Client requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Client's site, the Client will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Client's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare Offices, in accordance with Exhibit D to the Master Contract. This provision will apply during the duration of this Addendum.
- 6.3. CentralSquare provides Bomgar as the primary form of remote support connectivity for CentralSquare Software applications. Bomgar provides passwords, advanced authentication, encryption, and logging that meet or exceed FBI CJIS standards. The data is stored in a secure technology facility meeting FBI standards. The Client has access to log information through the CentralSquare support ticket management system Client portal on CentralSquare's website.

7. **Priorities and Support Response Matrix.** The following priority matrix relates to Software errors covered by this Addendum. Causes secondary to non-covered causes - such as hardware, network, and third-party products - are not included in this priority matrix and are outside the scope of this Addendum. CentralSquare will make commercially reasonable efforts to respond to Software Incidents for live remote based Production Systems, including Enterprise Computer Aided Dispatch Systems(CAD)/Mobile and Records Enterprise, using the following guidelines:

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GUIDELINES AND PROCEDURES**

Priority	Issue Definition	Response Time
<p>Priority 1 – Urgent</p>	<p>Major Incidents/Organizational wide/Business Critical/Multiple Lane/Life Safety/Airport Customer Processing/Airport Reputation/Security Support for live operations on the Production System; A System down or not functioning event, and no procedural workaround exists. This is defined as the following:</p> <ul style="list-style-type: none"> • CentralSquare server Software inoperative • Loss of ability for all Users to log on to System • Complete interruption of call taking and/or dispatch operations • Loss of transactional data & transactional data corruption <p>This means one or more critical server components are nonfunctional disabling the Software or the field reporting capabilities of workstations.</p>	<p>24 x 7: Telephone calls to 833-278-7877 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 1 case within thirty (30) minutes after opening.</p> <p><i>After Customer Service Hours: Thirty (30) minute call back after Client telephone contact to 833-278-7877.</i></p> <p>Priority 1 issues must be called in via 833-278-7877 in order to receive this level of response.</p>
<p>Priority 2 – Critical</p>	<p>Customer Service Hours Support for live operations on the Production System; A serious Software Error that disrupts operations but there is capacity to remain productivity and maintain necessary business level operations. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of ability for CentralSquare Users to enter Case (Incident, Arrest and Custody) records into the System 	<p>Customer Service Hours: Telephone calls to 833-278-7877 will be immediately answered and managed by the first available representative. CentralSquare initially responds to a Priority 2 case within one hour after opening.</p> <p><i>After Customer Service Hours: One (1) hour call back after Client telephone contact to 833-278-7877.</i></p> <p>Non-Urgent Priority issues may also</p>

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	<ul style="list-style-type: none"> • Severe impacts to the ability of Users to enter incoming calls for service and/or dispatch emergency units. • Unable to book or release inmates <p>A significant number of the workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>be reported via https://support.centalsquare.com/s/contrac-us</p>
<p>Priority 3 – Non-Critical</p>	<p>Customer Service Hours Support; A Software Error not meeting the criteria of an Urgent or Critical Priority, has a workaround available, and involves partial loss of noncritical functionality. Such errors will be consistent and reproducible.</p> <ul style="list-style-type: none"> • Loss of Non-Urgent Data (with “Non- Urgent” being defined as not causing an error classified as a Priority 1 or Priority 2 error (above). • NIBRS State reporting issues that cause agency reports to exceed State error submission limits • UCR reporting multiple occurrence of inaccurate data 	<p>Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative. CentralSquare initially responds to a Priority 3 case within eight (8) business hours after opening the Incident.</p> <p>Non-Critical Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us</p> <p>Non-Critical Priority issues are not managed after Customer Service Hours.</p>
<p>Priority 4 – Minor</p>	<p>Customer Service Hours Support; A Software Error related to a User function which does not negatively impact the User by preventing routine use of the System. The inconvenience is slight and can be tolerated.</p>	<p>Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative. CentralSquare initially responds the next business day after opening a Priority 4 case during CentralSquare’s local business hours or within two business days after a Priority 4 case is opened</p>

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		<p>outside of CentralSquare's local business hours.</p> <p>Minor Priority issues may also be reported via https://support.centalsquare.com/s/contrac-us</p> <p>Minor Priority issues are not managed after Customer Service Hours.</p>
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7.1. Additional Information:

7.1.1. Modifications to installed Enterprise CAD/Mobile/Message Switch Licensed Software that operates with State and National CJIS National Crime Information Center (NCIC) systems to accommodate government mandated changes, as necessary, dictated by State and Federal agencies having authority over these programs, will be provided in a subsequent Update.

7.1.2. State and Federal mandates relating to justice queries and reporting change from time to time. The following changes are considered covered support items:

Modifications to installed Uniform Crime Reporting (UCR) Program or National Incident Based Reporting System (NIBRS) facilities within the Records Enterprise Licensed Software, or National Fire Incident Reporting System (NFIRS) as necessary, in order to accommodate government mandated changes dictated by State and Federal agencies having authority over these programs. Such modifications do not include fees associated with the development of and implementation for transition from UCR to NIBRS, or costs for new hardware if applicable.

8. Exceptions. CentralSquare shall not be responsible for failure to carry out its service and maintenance obligations under this Addendum if the failure is caused by adverse impact due to:

- 8.1. defectiveness of the Client's environment, Client's systems, or due to Client corrupt, incomplete, or inaccurate data reported to the Software, or documented Defect.
- 8.2. denial of reasonable access to Client's system or premises preventing CentralSquare from addressing the issue.
- 8.3. material changes made to the usage of the Software by Client where CentralSquare has not agreed to such changes in advance and in writing or the modification or alteration, in any way, by Client or its Subcontractors, of communications links necessary to the proper performance of the Software.

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8.4. a force majeure event, or the negligence, intentional acts, or omissions of Client or its agents.

9. **Incident Resolution.** Actual response times and resolutions may vary due to issue complexity and priority. For critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to resolve Software Incidents for live remote based Production Systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the Production System.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the Production System. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible but not later than 24 hours after notification.
Priority 2 –Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the Production System.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the Production System which may include a fix on the System prior to the next planned commercial Release of the applicable CentralSquare product Software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the Software. Priority 3 issues have priority scheduling in a subsequent Release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent Release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future Release of the software. Priority 4 issues have no guaranteed resolution time.

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- 10. Non-Production Environments.** CentralSquare will make commercially reasonable efforts to provide support for non-production environment(s) during Client business hours. Non-production environments are not included under the metrics or service credit schedules discussed in this Addendum.
- 10.1. Incidents and service requests. Non-production environment Incidents are considered Priority 3 or 4 as dictated by the circumstances and will be prioritized and scheduled similar to Production service requests.
- 11. Training.** Outside the scope of training services purchased, if any, Client is responsible for the training and organization of its staff in the operation of the Software.
- 12. Development Work.** This Addendum does not include development work either (i) on Software not licensed from CentralSquare or (ii) development work for Enhancements or features that are outside the documented functionality of the Software, except such work as may be specifically purchased and outlined in the Master Contract. CentralSquare retains all Intellectual Property Rights in development work performed and Client may request consulting and development work from CentralSquare as a separate billable service.

CrimeView Desktop

Priority	Priority Definition	Response Times
Priority 1 – Urgent Priority	<p>Search. 24X7 Support for live operations on the Production System. This is defined as the following:</p> <ul style="list-style-type: none">• The applicable server is down, and all workstations will not launch or function; the Client is experiencing complete interruption of ability to perform queries.• The applicable System is inoperable due to data loss or corruption caused by CentralSquare Software <p>This means that one or more CentralSquare server components are down or inaccessible, disabling all usability of Client's workstations</p>	<p>Customer Service Hours: Telephone calls to 833-278-7877 will be answered immediately and managed by the first available representative but not longer than 5 minutes from the time the call is received.</p> <p>After Customer Service Hours: Thirty (30) minute callback after Client telephone contact to 833-278-7877.</p> <p>Priority 1 issues must be called in via 833-278-7877 to receive this level of response.</p> <p>There are no Priority 1 issues for: CrimeView Dashboard Field Ops</p>

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<p>Priority 2 – Critical Priority</p>	<p>Customer Service Hours Support: A serious Software error with no workaround and not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to perform a common function. Such errors will be consistent and reproducible.</p> <p>Generally, this means that a significant number of the System workstations are negatively impacted by this error (e.g. does not apply to a minimal set of workstations).</p>	<p>Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative but not longer than 5 minutes from the time the call is received.</p> <p>Priority 2 issues for CrimeView Dashboard, are not managed after Customer Service Hours.</p> <p>Customer Service Number 833-278-7877 for: CrimeView Dashboard Field Ops</p>
<p>Priority 3 – Non-Critical</p>	<p>Customer Service Hours Support: A Software Error related to a User function which does not negatively impact the User from the use of the System. This includes System administrator functions or restriction of User workflow but does not significantly impact their job function.</p>	<p>Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative.</p> <p>Priority 3 issues for CrimeView Dashboard are not managed after Customer Service Hours.</p> <p>Customer Service Number 833-278-7877 for: CrimeView Dashboard Field Ops</p>
<p>Priority 4 – Minor</p>	<p>Customer Service Hours Support: Cosmetic or Documentation errors, including Client technical questions or usability questions would be a part of this level.</p>	<p>Customer Service Hours: Telephone calls to 833-278-7877 will be answered and managed by the first available representative.</p> <p>Priority 4 issues are not managed after Customer Service Hours.</p> <p>Customer Service Number 833-278-7877 for: CrimeView Dashboard Field Ops</p>

13. Incident Resolution. Actual response times and resolutions may vary due to issue complexity and priority. For Critical impact level and above, CentralSquare provides a continuous resolution effort until the issue is resolved. CentralSquare will make commercially reasonable efforts to

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resolve Software incidents for live remote based Production Systems using the following guidelines:

Priority	Resolution Process	Resolution Time
Priority 1 – Urgent	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the Production System.	CentralSquare will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the Production System. CentralSquare will use commercially reasonable efforts to resolve the issue as soon as possible but not later than 24 hours after notification.
Priority 2 – Critical	CentralSquare will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the Production System.	CentralSquare will work to provide the Client with a solution that allows the Client to resume normal operations on the Production System which may include a fix on the System prior to the next planned commercial release of the applicable CentralSquare Product Software.
Priority 3 – Non - Critical	CentralSquare will provide a procedural or configuration workaround that allows the Client to resolve the problem.	CentralSquare will work to provide the Client with a resolution reasonably appropriate to the nature of the case which may include a workaround or code correction in a future release of the Software. Priority 3 issues have priority scheduling in a subsequent release.
Priority 4 – Minor	If CentralSquare determines that a reported Minor Priority error requires a code correction, such issues will be addressed in a subsequent Release when applicable.	CentralSquare will work to provide the Client with a resolution which may include a workaround or code correction in a future Release of the Software. Priority 4 issues have no guaranteed resolution time.