

TIPS VENDOR AGREEMENT

Between VAZATA, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170602 Consulting and Other Related Services

General Information

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

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

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Customer Support

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

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

Tax exempt status

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

Assignments of Agreements

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

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

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

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

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

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

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

Supplemental Agreements

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

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

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

Novation

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

Site Requirements (Only when applicable to service or job)

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

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

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

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

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

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

Legal obligations

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

Audit rights

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 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 three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

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

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

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

Incorporation of Solicitation

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

See next page

Special Terms and Conditions

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




- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170602 Consulting and Other Related Services

Company Name VAZATA, LLC
Address 260 Adriatic Parkway
City McKinney State TX Zip 75070
Phone 682-209-6102 Fax _____
Email of Authorized Representative jmangus@vazata.com
Name of Authorized Representative James Mangus
Title Director of Government Programs
Signature of Authorized Representative 
Date 7/20/2017
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date August 24, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170602 Addendum 1	Department		Floor/Room
Title	Consulting and Other Related Services	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	6/1/2017 09:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	7/31/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company VAZATA
 Address 260 Adriatic Parkway
 McKinney, TX 75070
 Contact
 Department
 Building
 Floor/Room
 Telephone (866) 620-7516
 Fax
 Email
 Submitted 7/21/2017 04:51:53 PM (CT)
 Total \$0.00

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

Signature James Mangus

Email jmangus@vazata.com

Supplier Notes

Consulting services for business continuity, disaster recovery, and continuity of operations (BC/DR/COOP) would be fully described through an in-depth Statement of Work (SOW) that would be agreed upon by both parties. VAZATA is ready to engage in due diligence discussions at any time to determine the best course of action for your organization.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	VAZATA is a managed hosting, colocation, Infrastructure-as-a-Service (IaaS) and cloud managed service provider serving Global 1000 businesses, U.S. Federal Government Agencies, Mid-Market Enterprises, and state, county, and local governments, and education entities. The company provides highly secure, stable, and scalable technology solutions that meet the challenges of its global customers, including disaster recovery and business continuity/COOP consulting services for maximum business resiliency.
6	Primary Contact Name	Primary Contact Name	James Mangus
7	Primary Contact Title	Primary Contact Title	Director of Government Programs
8	Primary Contact Email	Primary Contact Email	jmangus@vazata.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6822096102
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6822096102
12	Secondary Contact Name	Secondary Contact Name	RJ Thibodeau
13	Secondary Contact Title	Secondary Contact Title	EVP Sales and Marketing

14	Secondary Contact Email	Secondary Contact Email	rjt@vazata.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2143256784
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2143256784
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Julie Middleton
19	Admin Fee Contact Email	Admin Fee Contact Email	jmiddleton@vazata.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9725090110
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	James Mangus
22	Purchase Order Contact Email	Purchase Order Contact Email	jmangus@vazata.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6822096102
24	Company Website	Company Website (Format - www.company.com)	http://www.vazata.com/Home
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-2709865
26	Primary Address	Primary Address	260 Adriatic Parkway
27	Primary Address City	Primary Address City	McKinney
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75070
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Business continuity, COOP, Continuity of Operations, Consulting, Cloud, hosting, managed hosting, IaaS, colocation, data center, Veeam, Zerto, Nimble, Sophos, data backup, data storage, disaster recovery, disaster recovery as a service, DRaaS, hybrid cloud, compliance, security, FISMA, FedRAMP, HIPAA, virtualization, VMware, blade server, IT solutions, managed cloud, private cloud, secure colocation, backup, cloud backup, cloud replication, cloud connect, lockable cabinet, secure cage, biometric access, Managed Virtual Servers, Hybrid Hosting Services, Hybrid Managed Cabinets, Hybrid Infrastructure Disaster Recovery Services, off-site back-up, Image-based replication
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes

32	Yes - No	<p>Certification of Residency (Required by the State of Yes Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	McKinney
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:</p> <p>State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>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."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. The Vendor fee percentage or as specified or designated in the RFP document is agreed. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	10
45	Years Experience	Company years experience in this category?	17
46	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 50 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 51 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 52 Regulatory Standing
- I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- Yes
- 53 Regulatory Standing
- Regulatory Standing explanation of no answer.
- 54 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- By submission of this bid or proposal, the Bidder certifies that:
- (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

56 Suspension or Debarment Certification

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

Yes

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law and 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) USDA is an equal opportunity provider, employer, and lender.

Yes

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

58 2 CFR PART 200 Contract Provisions
Explanation

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

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

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules 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.

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.

59 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) 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?

60 2 CFR PART 200 (B) Termination

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

Pursuant to Federal Rule (B) 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?

61	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) 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 the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) 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 of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) 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 after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

64	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

66 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

67 Remedies

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

Yes, I Agree

68 Remedies Explanation of No Answer

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

Do you agree to these terms?

74 Infringement(s) Explanation of No Answer

75 Acts or Omissions

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

Yes, I Agree

76 Acts or Omissions Explanation of No Answer

77 Contract Governance

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

Yes

78 Payment Terms and Funding Out Clause

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

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

79 Insurance and Fingerprint Requirements
Information

Insurance

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

Fingerprint

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

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

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

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- | | | |
|----|--|---|
| 82 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> |
| 83 | Agreement Deviation/Compliance | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p style="text-align: right;">Yes</p> |
| 84 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> |

Line Items		
Response Total:		\$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Cardiovascular Provider Resources, LLC /Heartplace	Dallas Koeppe	Dallas.Koeppe@heartplace.com	(972)391-1974
Eastman Park Micrographics	Bob Kouba	bob.kouba@epminc.com	(214)580-8390
TechKnowlignce	Donny Mclver	donny@techknowlignce.com	(214)613-1565
ClearObject	Kevin Ray	kevin.ray@clearobject.com	(972)544-7495
North Central Texas Trauma Regional Advisory Council (NCTTRAC)	Mike Narumiya	mnarumiya@ncttrac.org	(817)607-7007
Susan G Komen	Doug Bassett	dbassett@komen.org	(972)701-2106
FC Dallas	Jimmy Smith	jsmith@fcdallas.net	(469)365-0089
BOK Financial Corportation	Michael Finley	mfinley@bokf.com	(405)951-0287
Securus Technologies	Bruce Patterson	bpatterson@securustechnologies.com	(972) 277-0443
Textron	Chris Savage	csavage@textron.com	(817)837-6366

RFP 170602 Consulting and Other Related Services

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.

VAZATA, LLC

260 Adriatic Parkway, McKinney, TX 75070

Name/Address of Organization

James Mangus / Director of Government Programs

Name/Title of Submitting Official


Signature

7/20/2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district 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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: JAMES MANGW
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: [Signature]

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☒ YES or NO ☐

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☒ YES or NO ☐

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.

Company Name VAZATA, LLC

Print name of authorized representative James Mangus

Signature of authorized representative 

Date 7/20/2017

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

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

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

Name of company claiming confidential status of material

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

Address	City	State	ZIP	Phone
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ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL
RFP 170602 Consulting and Other Related Services

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.

VAZATA, LLC

Name of company expressly waiving confidential status of material

James Mangus, Director of Government Programs

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

260 Adriatic Parkway	McKinney	TX 75070	682-209-6102
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Address	City	State	ZIP	Phone
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RFP 170602 Consulting and Other Related Services



DISASTER RECOVERY ADVISORY & CONSULTING

Vazata can help you manage your risks, evaluate your needs, and design the best managed solution for your business. Our managed Disaster Recovery is an industry best-in-class and affordable Business Continuity solution.



Planning & Design



- DRaaS Advisory Services
- Governance/Compliance/Considerations
- Cyber and Info Security Considerations
- Considerations for current colocation and services in-place
- Considerations for current data protection strategy
- Public Cloud vs Private Cloud



Due Diligence



- Business Impact Analysis (BIA)
- Application Impact Analysis (AIA)
- DR Program Policy development
- App-to-Infrastructure mapping and correlation
- Examination of internal processes, best practices in-place
- Validation of RTO and RPO Objectives
- Examination of documentation & Change Management



Implementation & Migration

- Development of Application Profiles
- Development of DR Runbooks
- Development of Table-Top Exercise(s)
- Development of DR Testing methods
- Data seeding and/or replication to DR site
- External connectivity & access to DR site

Testing & Validation

- Executive of Table-Top Exercise(s)
- Execution of one or more DR Test methods
- Validation and scoring of DR Test(s)
- Remediation Plan for failed items
- Updated Post-DR Test Documentation

Ongoing DR Management

- Managed Service within DRaaS
- Documentation updates
- Periodic Test Planning, Proctoring and/or execution
- Test results remediation plan for failed items

COMPANY SNAPSHOT

- Private company founded in 2002 as an IaaS provider focused on security, compliance, and uptime
- Headquartered in McKinney, Texas
- Cloud Hosting, Managed IT Services, Colocation, DRaaS, VDI
- Backed by two institutional Private Equity firms: Altpoint Capital and Ballast Point Ventures
- 4 Data Centers: 3 in Carrollton, Texas, 1 in Northern Virginia
- Reputation for outstanding customer service
- Enterprise-level customers ranging from Fortune 500 to start-up organizations and Federal Government Agencies
- Diverse industry expertise including Healthcare, Banking, Retail, Energy, Financial Services, Technology, Manufacturing, Legal, Non-Profit, and Public Sector
- Compliant solutions: HIPAA, PCI, SSAE 16, Underwriters Laboratory (UL) Certified, FEDRAMP Certified
- Tier-III+ data centers



Texas (HQ)
260 Adriatic Way, McKinney, TX 75070
P: (214) 556-4145 | www.vazata.com

Data centers In: DFW (3) • VA

THE POWER OF SECURE, TRUSTED, & COMPLIANT CLOUD COMPUTING.

VAZATA is a uniquely dependable Cloud services provider (CSP) delivering managed hosting, Infrastructure-as-a-Service (IaaS) and cloud managed services to Global 1000 businesses, U.S. Federal Government Agencies and Mid-Market Enterprises. Our secure, stable, scalable solutions allow customers of all sizes to simplify infrastructure management, deploy business applications quickly, reduce operating costs, and match capacity to needs affordably over time. We achieve a unique level of security, resilience, and compliance across all our hosting solutions, from DRaaS to back-up, from Hybrid Cloud to high-availability storage.



Cloud IaaS

Our vStructure secure IaaS environment provides a level of virtual computing power and scalability that is unachievable using traditional hardware-centric models. We reinforce the network, hypervisor, and storage layers with an industry leading 100% SLA.



Data Center Colocation

Our colos offer 100% availability for power, environmental, and multi-homed internet connectivity, as well as industry-leading physical security. MSAs include maintenance tasks and interval schedules.



Managed Services

Migrate to the cloud and leave the rest to us. We design, build, deploy and manage world-class multi-platform hybrid IT solutions spanning traditional colo, public, private and hybrid clouds.



Hybrid

Our hybrid data center solutions combine the benefits of multiple types of IT outsourcing to meet your specific needs, designed using our industry leading vStructure™ IaaS platform with carefully selected products and services such as managed virtual servers, managed cabinets, and infrastructure disaster recovery.



VAZATA SOLUTIONS INCORPORATE A RANGE OF ADVANCED FEATURES AND CAPABILITIES THAT DELIVER VITAL BENEFITS TO OUR CLOUD COMPUTING CUSTOMERS.

Security & Compliance	Back up & Availability	Disaster Recovery	Colocation
We create a customized program for you that meets all information security management needs presented by government regulations and FISMA compliance issues.	To meet your RTO and RPO goals we partner with industry leading companies like VEEAM and Zerto for easy, efficient backups and offsite replication utilizing one of our geographically redundant data centers.	We create a Disaster Recovery Plan for physical and virtual servers that protects your budget and your business with off-site backups, image-based replication, geo-separated clustering, and our Cloud-based vRestore.	Combining mission-critical colocation, managed cloud hosting, and cloud computing services under one roof ensures we can meet a wide spectrum of needs as they evolve over time.

VAZATA CLOUD SOLUTIONS: A VIRTUALIZED ON-DEMAND PLATFORM UNIQUELY TAILORED TO YOUR SPECIFIC BUSINESS NEEDS

For private companies and government agencies seeking the benefits of IaaS and managed cloud solutions for their organizations, selecting a secure, resilient, and compliant cloud services provider is crucial. VAZATA's experienced, consultative team has helped hundreds of clients succeed across a wide range of industries, including Banking, Retail, Finance, Technology, Manufacturing, Legal, and Healthcare. We tailor an optimal, right-sized solution to your specific needs—one that combines smart management, unlimited flexibility, and easy customization, as well as:

- Superior physical and environmental security and data centers offering Tier 3 and 4 attributes, enterprise-level equipment, and advanced redundancy.
- Customized solutions for backups and Disaster Recovery.
- FedRAMP as a Service, which meets stringent federal compliance standards at the highest level of security and performance. VAZATA is one the most compliant technology providers in the country, with a uniquely deep understanding of the specialized infrastructure challenges facing government agencies.
- HIPPA compliant, purpose-built platforms that deliver robust security and data compliance for healthcare industry clients.
- Outstanding 100% facilities, network, and hypervisor service level guarantees.

When launching an IaaS or managed services initiative, you need a cloud services partner with the knowledge and experience to design, build, deploy and manage a reliable, scalable solution. VAZATA's unique combination of world-class facilities, professional expertise, and dedication to wise best practices ensures your success, no matter how far your organization may grow.

**FISMA
compliant**

**PCI
compliant**

**HIPPA
compliant**

**UL
certified**

**FedRAMP
certified**

**SSAE 16
audited**



vSTRUCTURE SERVICE

Feature	vStructure™ Multi-tenant Cloud	vStructure™ Hybrid Cloud	vStructure™ Private Cloud
Service Summary	OS, vCPU, RAM, Storage (Tier 2), Managed FW/IPS/IDS, Basic Monitoring	Dedicated Blade Servers in an HA configuration with a dedicated virtual layer. Storage provided separately.	Dedicated virtual, compute, storage and security layer
Firewall	Redundant, Shared Managed Hardware Firewall	Redundant, Shared Managed Hardware Firewall	Dedicated, custom firewall layer
Storage Options	*Multiple Tiers Available	*Multiple Tiers Available	Dedicated SAN configuration
Bandwidth	1Gbs internal, 100Mbs external blended provider service included	1Gbs internal, 100Mbs external blended provider service included	1Gbs internal, 100Mbs external blended provider service included
Managed Backups	*Nightly – Custom retention policies	*Nightly – Custom retention policies	*Nightly – Custom retention policies
Hypervisor	VMware – HA	*VMware – HA	*VMware – HA or custom
Common OS Support	All VMWare Supported Operating Systems	All VMWare Supported Operating Systems	All VMWare Supported Operating Systems
Penetration Testing/OS Patching	*Per Server Testing and Reporting	*Per Server Testing and Reporting	*Per Server Testing and Reporting
Load Balancing	*Hardware Based Load Balancing	*Hardware Based Load Balancing	*Multi-tenant or dedicated
Security	Multiple methods over multiple service layers, Anti-virus, IPS/IDS, virtual server vulnerability scans and patch recommendations as a service	Multiple methods over multiple service layers, Anti-virus, IPS/IDS, virtual server vulnerability scans and patch recommendations as a service	Multiple methods over multiple service layers, Anti-virus, IPS/IDS, virtual server vulnerability scans and patch recommendations as a service
Tenancy	Multi-tenant	Dedicated Computing Virtualization, Multi-tenant Storage and Network	Dedicated Computing, Virtualization, Storage and Network
Disaster Recovery	*Second site storage of virtual server images, 24hr RPO/RTO - Customized Solutions	*Second site storage of virtual server images, 24hr RPO/RTO - Customized Solutions	Second site storage of virtual server images, 24hr RPO/RTO - Customized Solutions
Access	RDP, Terminal Server	RDP, Terminal Server and/or vCenter	RDP, Terminal Server and/or vCenter, Physical
Administrative Control	Customer: OS root level control	Customer: OS root level control, vCenter access available	Customer: OS root level control, vCenter access available
Deployment Time	3 business days or less	Custom – Configuration dependent	Custom – Configuration dependent
Locations	Dallas, TX and Manassas, VA	Dallas, TX and Manassas, VA	Dallas, TX and Manassas, VA
Datacenter	VAZATA Operated, SSAE 16 Type II, Leed Certified	VAZATA Operated, SSAE 16 Type II, Leed Certified	VAZATA Operated, SSAE 16 Type II, Leed Certified
SLA	100% virtual server resources, storage service and VAZATA internal network	100% virtual server resources, storage service and VAZATA internal network	100% virtual server resources, storage service and VAZATA internal network
Support Access	24/7 Email, Phone – McKinney, TX based	24/7 Email, Phone – McKinney, TX based	24/7 Email, Phone – McKinney, TX based
Hardware Platform	High Performance Blades and SAN	High Performance Blades and SAN	Custom equipment

*Contact a VAZATA representative to design a custom solution to meet your organization's needs.

DISASTER RECOVERY AS A SERVICE

A **DR** SOLUTION THAT PROVIDES FAST, FLEXIBLE AND RELIABLE RECOVERY OF VIRTUALIZED APPLICATIONS AND DATA.

Ensure quick recovery and minimized outages with a flexible solution that works with the IT operations environment you have in place today.

- Just select what you need from a full range of options:

- ✓ Data protection through off-site back-ups
- ✓ Image-based replication
- ✓ Geographically separated clustering
- ✓ Cloud-based services such as vRestore



- Control costs through a predictable cost structure that fits your needs and scales as your business changes over time
- Get access to a fully redundant, private datacenter network that features geographically diverse, Tier III, FISMA-compliant facilities, as well a cloud platform called vStructure™

vCONNECT: VAZATA'S PRIVATE DATA CENTER NETWORK

- Private network backbone connectivity between data centers in Dallas, Texas and Manassas, Virginia
- Fully redundant paths guaranteeing uptime and performance
- Protect your data with geographic diversity spanning across two time zones



Everyone needs a place to store backups offsite and recover in the event of a disaster. If you don't have your own suitable offsite location - or if you need the convenience of anywhere access or an assistance in the event of a disaster, VAZATA is a Veeam Cloud provider that can partner with your organization.

CUSTOMER ENVIRONMENT	BENEFITS OF VEEAM CLOUD CONNECT
<ul style="list-style-type: none"> • Cloud Repositories - Use the new Veeam Cloud Connect functionality in V8 to get backups offsite easily and efficiently • Offsite Replica VMs - Maintain VM replicas in the cloud for quick recovery in the event of a disaster • Offload Backup to VAZATA - Free up IT resources for more strategic business-building activities. You continue to run your VMs onsite, while VAZATA provides backups to meet your RTOs and RPOs using the #1 VM Backup, Veeam Backup & Replication 	<ul style="list-style-type: none"> • Reduces the capital cost of backup equipment and the resources required for onsite, manual backup • Meets compliance and security mandates in fields such as healthcare, financial services and e-commerce • Enhances business continuity – the backup can be restored in the cloud and run as cloud servers • Delivers the non-stop service and continuous protection of a fully redundant system – without the expense

DISASTER RECOVERY AS A SERVICE

BACKUP BASED DRaaS

FEATURE	vRESTORE DRaaS	vRESTORE HYBRID DRaaS	vRESTORE CUSTOM DRaaS
Common Use Cases	<ul style="list-style-type: none"> ✓ Storage Based DR ✓ Medium RTO/RPO across all applications 	<ul style="list-style-type: none"> ✓ Storage Based DR combined with application specific replication ✓ Mixed RTO/RPO requirements 	<ul style="list-style-type: none"> ✓ Custom DR using application and virtual layer replication ✓ Low RTO/RPO
Service Summary	<ul style="list-style-type: none"> • Local server environment converted to an image based VMware vmdk file format for remote storage at a VAZATA facility. • Images stored in a dormant state until VAZATA's production services are needed. 	<ul style="list-style-type: none"> • vRestore DRaaS combined with specific instances of application replication to running virtual images in VAZATA's environment. 	<ul style="list-style-type: none"> • Custom requirements based on the RPO/RTO application needs coupled with custom/hybrid VAZATA IaaS.
RPO/RTO	24hrs or less/24hrs or less	24hrs to sub 1hr/24hrs to sub 1hr	24hrs to sub 1hr/24hrs to sub 1hr
Production Location	Customer production or VAZATA production infrastructure	Customer production or VAZATA production infrastructure	Customer production or VAZATA production infrastructure
Production Server Environment	Physical or Virtual (VMware or other)	Physical or Virtual (VMware or other)	Physical or Virtual (VMware or other)
Recovery Environment	VMware	VMware	VMware or custom requirement
Backup Technology	Local Appliance/VAZATA managed	Local Appliance/VAZATA Managed, Higher layer replication	Local Appliance, Higher layer replication
Failover	Manual	Manual	Manual/Auto
Failback	Manual	Manual	Manual/Auto
Network Access	Private or Public	Private or Public	Private or Public
Testing	Annual Test	Annual Test	Annual Test
Locations	Dallas, TX and Manassas, VA	Dallas, TX and Manassas, VA	Dallas, TX and Manassas, VA
Datacenter	VAZATA Operated, SSAE 16 Type II, Leed Certified	VAZATA Operated, SSAE 16 Type II, Leed Certified	VAZATA Operated, SSAE 16 Type II, Leed Certified
Access	24/7 Email, Phone – McKinney, TX based	24/7 Email, Phone – McKinney, TX based	24/7 Email, Phone – McKinney, TX based

CONTINUOUS AVAILABILITY:

Contact a VAZATA representative to design a custom solution to meet your organization's needs.

EVERYONE NEEDS A PLACE TO STORE BACKUPS OFFSITE AND RECOVER IN THE EVENT OF A DISASTER.



If you don't have your own suitable offsite location – or if you need the convenience of anywhere access or assistance in the event of a disaster – VAZATA cloud Hosting is a great option consider.

CLOUD REPOSITORIES

Use the new Veeam Cloud Connect functionality in v8 to get backups offsite easily and efficiently replicated to VAZATA's geographically redundant data centers

OFFSITE REPLICA VMS

Maintain VM replicas in VAZATA's cloud IaaS platform, vStructure, for quick recovery in the event of a disaster

OFFLOAD BACKUP TO VAZATA

Free up IT resources for more strategic business-building activities. You continue to run your VMs onsite, while VAZATA provides backups to meet your RTOs and RPOs using the #1 VM Backup, Veeam Backup & Replication.

ORGANIZATIONS WELCOME THESE BENEFITS OF VEEAM CLOUD CONNECT:

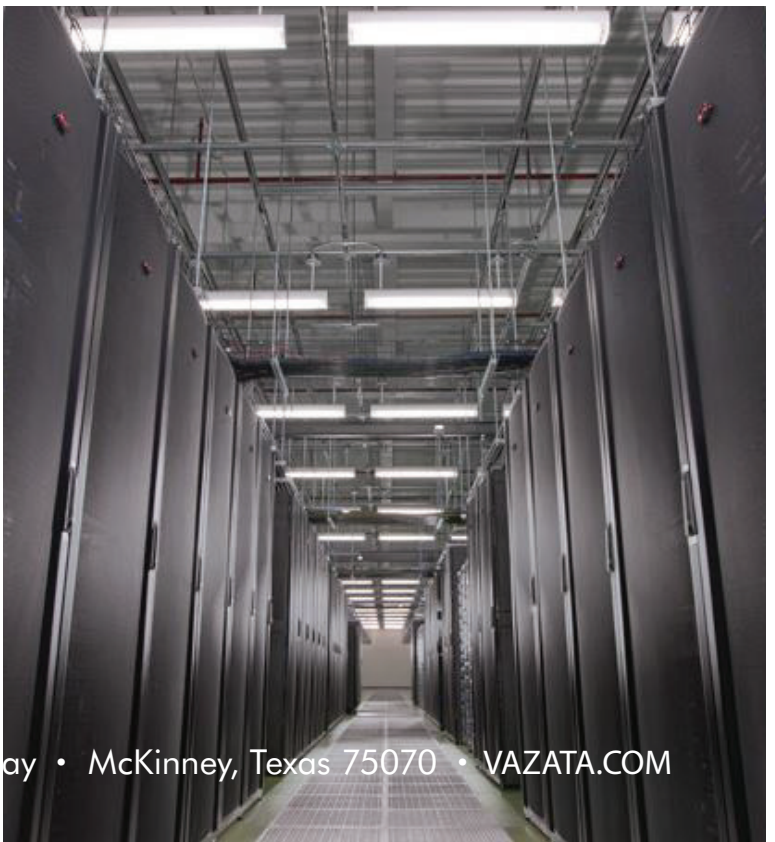
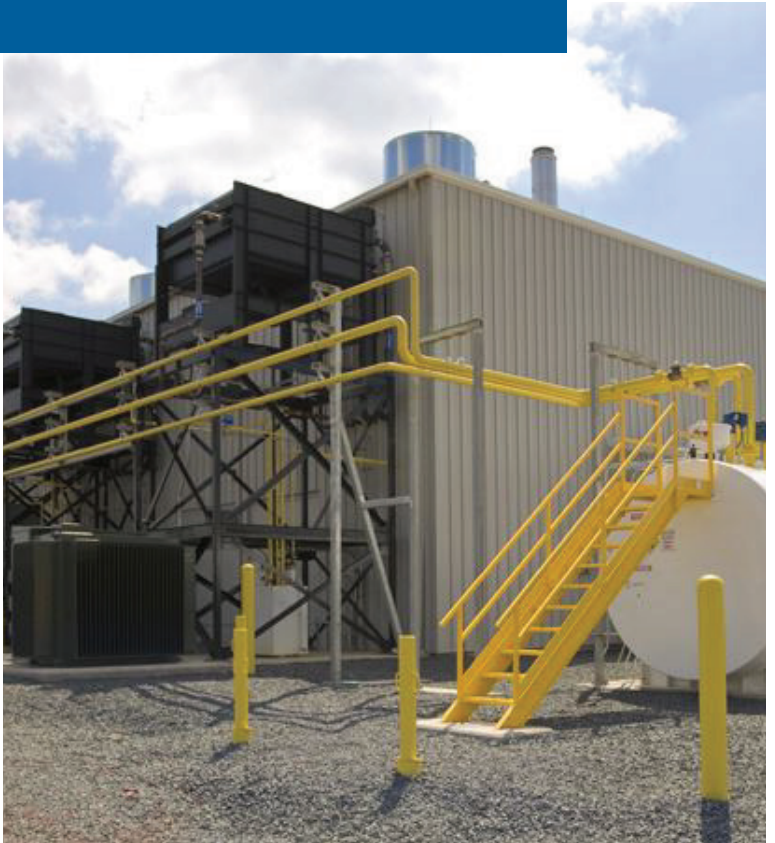
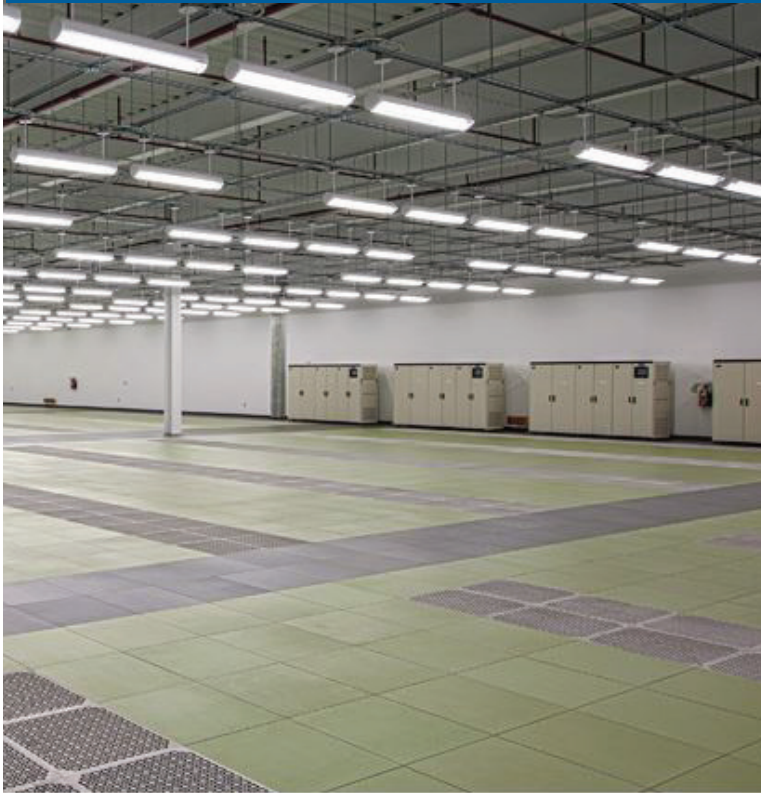
- Reduces the capital cost of backup equipment and the resources required for onsite, manual backup
- Meets compliance and security mandates in fields such as healthcare, financial services and e-commerce
- Enhances business continuity – the backup can be restored in the cloud and run as cloud servers
- Receive the non-stop service and continuous protection of a fully redundant system – without the expense

INDUSTRY-LEADING TECHNOLOGY

- Backups automatically take place according to the schedule you establish
- All backup traffic is securely transferred with end-to-end AES 256 encryption at source (during backup), in transit and at rest
- No negative impact on built-in compression, de-duplication and WAN Acceleration
- 50x faster replication and up to 20x reduction in bandwidth consumption with WAN Acceleration
- Replication from backup files without impacting your production environment
- Failover plans with built-in orchestration enabling easy 1-click site failover and planned failover

VAZATA

DATA CENTERS



VAZATA • Headquarters: 260 Adriatic Parkway • McKinney, Texas 75070 • VAZATA.COM

VAZATA's NoVa One data center located at 9651 Hornbaker Road in Manassas, Virginia is engineered from the ground up to deliver highly reliable and scalable power, cooling, and physical security for your IT systems and applications. In addition to colocation, VAZATA provides a suite of managed services to include disaster recovery, secure cloud, as well as customized hybrid hosting solutions for both government and industry.



CLOUD SOLUTIONS

VAZATA's vStructure™ Cloud IaaS Platform enables companies the advantage of a highly secure and compliant virtual infrastructure. The environment is architected on enterprise-class hardware and software to deliver redundant and scalable functionality. Cloud solutions also include DRaaS for both physical and virtual servers, Secure File Sharing and Desktop Virtualization

HYBRID SOLUTIONS

Data Center colocation customers can take advantage of a hybrid solution by securely connecting to VAZATA's vStructure Cloud IaaS Platform with a simple layer 2 network cross connect. The cloud infrastructure is located in the same facility, improving application performance, lowering latency and eliminating wide area network complexity. Data can be replicated to VAZATA's Northern Virginia data center for added geographic diversity and redundancy in support of mission critical applications that require 100% uptime.

VAZATA provides an array of data center colocation services including:

- 100% uptime SLA with redundant power feeds
- High density cooling
- Full suite of Smart Hands support
- Secure cages
- Custom cage designs
- Cabinet solutions available
- Cable plant design and implementation services
- Project management services

LOCATION

Located just 17 miles from downtown Dallas and is easily accessible from DFW Airport and Dallas Love Field



THE VAZATA DIFFERENCE:

VAZATA is unique in their philosophies as an IT solutions provider and in the commitments they make to customers.

RELATIONSHIPS

VAZATA acts like an active partner and works hard to develop lasting, collaborative, supportive relationships with customers. From solution scoping to ongoing support, you'll have continuous and direct access to technical experts that know your solution and applications.

SECURITY AND COMPLIANCE

VAZATA's solutions are built with security in mind and supported through various compliance endeavors by ensuring that accreditations and audit achievements are inheritable.

- First to receive authority to operate (ATO) from the US Federal Government
- SSAE 16 Type 2 audits for all VAZATA facilities
- Accreditation under FISMA's recommended security controls for federal information systems

TRANSPARENCY

It's standard for IT solution providers to offer access to customer portals and performance monitoring tools. We've taken it a step further offering public access to a performance dashboard that monitors the stability, security and scalability, as well as our IaaS platform. This proprietary dashboard is accessible to anyone who visits our website and we showcase it right on our home page.

ADAPTABILITY

We will be adaptive to your unique requirements today and tomorrow. We've designed our solution offering to provide an easy migration path through the various models of information technology outsourcing, from pure colocation and managed hosting to virtualization and cloud computing. Our goal is to provide access to the economic benefits of a multi-tenant, virtualized environment whenever you are ready for it.

FACILITY

- Data Center construction completed December 2009
- VAZATA NoVa One data center occupies 12,500 square feet combining data suites 201 & 202 with 2MW of power and an option on 10MW
- Data Floor was commissioned January 2010 - approximately 243,000 feet
 - 16,000 square feet of office area
 - Data Center sits on secure 20 acre campus
 - 100,000 square feet of raised floor
 - 15 separate 6,250 square feet data suites
- Concrete and steel deck composite roof slab designed to withstand 140mph winds
- The waterproofing layer is rubberized asphalt roofing membrane – Hydrotech MM6125-FR, with 17 lb/sq of heat dissipating, white stone ballast. Membrane sits on top of 6" rigid Styrofoam insulation
- Unique two story Tier III & Tier IV design specifications, with MEP on the first floor and the data center located securely on the second floor
- 150' security surround, designed to Defense Threat Reduction Agency (DRTA) standards
- Loading docks were designed for vehicles of all sizes, including freight transportation
 - Loading dock is set over 150 feet away from security gate in compliance with DRTA standards
 - Loading dock has the following features:
- Three 10' X 11.5' loading docks with levelers, cowling and task lighting
- Three 16' X 11.5' roll in bays
- One ground level roll in bay

SECURITY

- 24 x 7 x 365 Security Guarded Access for areas including:
 - Main Gate
 - Front Desk
 - Security Network Operations Center (NOC)
 - Loading Dock Security Office
 - Multiple security personnel at all times
- Three security shifts to ensure round the clock patrol
- "Route Tagging" to confirm patrols have been completed
- CCTV – 60 Closed Circuit Television are monitored from the security NOC and are located:
 - Around the perimeter of the facility
 - Located in all interior common areas of the facility
 - Located on the data center floor
 - Mantrap that includes two sets of interlocking doors, ensuring proper badge verification and key card access throughout facility
- Key Card Access throughout NoVa located:
 - Main Gate
 - Main Building Entrance
 - All Mantraps
 - Data Center Entrance
 - Data Center Floor
 - Loading Dock
 - First Floor MEP and Meet-Me-Room Area
- Biometric Access currently located at:
 - Main Entrance Mantrap
 - Data Center Entrance
 - Data Center Floor
 - Biometric Access is available for a client cage, upon request

DATA CENTER FLOOR

- 48" raised floor – hot/cold aisle design
- Floor loads of 1250 lbs/4 square feet tiles
- Client Areas include:
 - Lockable Cabinets
 - Secure Private Cages
- Electrical Cabling is located under the raised floor and supported and located 12" below the raised floor
- Data Cabling (IAW EIA, TIA 569)
 - Located overhead to maintain high/low voltage separation.
 - Copper wiring is supported in WTG cable tray basket with measurements of 24" and 12"
 - Fiber is run separately inside a Panduit fiber runner
 - Overhead trays are supported by a kindorf grid that is 13" above the raised floor

POWER

- Power is provided by Northern Virginia Electric Cooperative (NOVEC)
- Power sourced from dual substations with single radial feed
- 50 MW of dedicated power to the facility
- Optional 2nd 50 MW redundant utility feed
- Six fully redundant, cross-strapped switches
- UPS Systems that include:
 - 25 X 2.1 MW HITEC
 - Four systems that are physically separated from the other set of four
- PDUs/RPPs -
 - Redundant power distribution units on the data center floor
 - Redundant remote power panels that include circuit monitoring, located on the data center floor
- Generators -
 - (25) 2.1 megawatt HITEC generators, both A/B configuration, N+1
 - Eight 2.0 megawatt Detroit Diesel generators for chilled water system, N+1
 - Load tested monthly
- Fuel Capacity -
 - 150,000 gallon Diesel Fuel Farm, with permits up to 500,000
- 3 x 50,000 gallon diesel storage tanks with expansion capability to 10
- Located within the fence and berm perimeter
 - Meets Department of Defense requirements to power full 50MW load for three-to-five days
 - Redundant diesel fuel provider contracts under SLAs

COOLING

- CRAH Units
 - Unique Data Center design with the CRAH units positioned on the first floor below the data center white space
 - CRAH units, motors and pumps are VFD
 - Three 160 ton Trane units support the VAZATA NoVa 1 data center or 480 Tons, N+1
 - Each client space is thermally modeled for optimal performance with hot & cold aisle layouts
 - Unique two story design enables flexible power and cooling for client
 - Easy to configure 2kW, 4kW, 6kW, 8kW, 10kW or greater cabinet loads within client space
- Chillers
 - Green energy efficient cooling LEED Gold Certified
 - Evaporate chilled water system utilizing centrifugal chillers
 - Water and airside economization installed
 - All pumps, motors equipped with VF
 - Redundant chilled water piping loops
 - Chiller Line-Ups:
 - (3) 500 ton
 - (2) 900 ton
 - (2) 900 ton

FIRE DETECTION & FIRE SUPPRESSION

- Fire Detection
 - Sensors located under floor and overhead
 - Critical Alarm System
 - Local and Remote Monitoring
- Fire Suppression
 - Double-interlock, dry-pipe, pre-action suppression system
 - Manual Override Capability

TELECOM & CONNECTIVITY

- Diverse Routes
 - Diverse Fiber Paths
 - Diverse Entrance Vaults
 - Diverse Meet-Me-Rooms
 - Diverse conduit routes to Data Center floor and Carrier Interconnect Cage (CIC)
 - Carrier Neutral Facility
- Private 10Gbps Ring Interconnecting all VAZATA Data Centers

CARRIERS

- | | |
|-----------------------------|---------------------|
| • COGENT | • SPRINT |
| • COMCAST | • VERIZON |
| • FIBERLIGHT LLC | • XO COMMUNICATIONS |
| • LEVEL 3 COMMUNICATIONS | • ZAYO |
| • LIGHTTOWER FIBER NETWORKS | |



DATA CENTERS



4025 Midway Road is a full service, enterprise-class data center colocation hub. This metro Dallas facility is ideal for companies seeking high availability and high density colocation solutions to support their mission critical IT production workloads or disaster recovery needs. The colocation offering is complemented by a full suite of cloud hosting, virtualization and hybrid solutions.

Features include up to seven thousand square feet of available raised floor inventory, over 1 mW of power, a dedicated cooling environment, FISMA and SSAE 16 Type 2 compliancy and around-the-clock monitoring.



CLOUD SOLUTIONS

VAZATA's vStructure™ Cloud IaaS Platform enables companies the advantage of a highly secure and compliant virtual infrastructure. The environment is architected on enterprise-class hardware and software to deliver redundant and scalable functionality. Cloud solutions also include DRaaS for both physical and virtual servers, Secure File Sharing and Desktop Virtualization

HYBRID SOLUTIONS

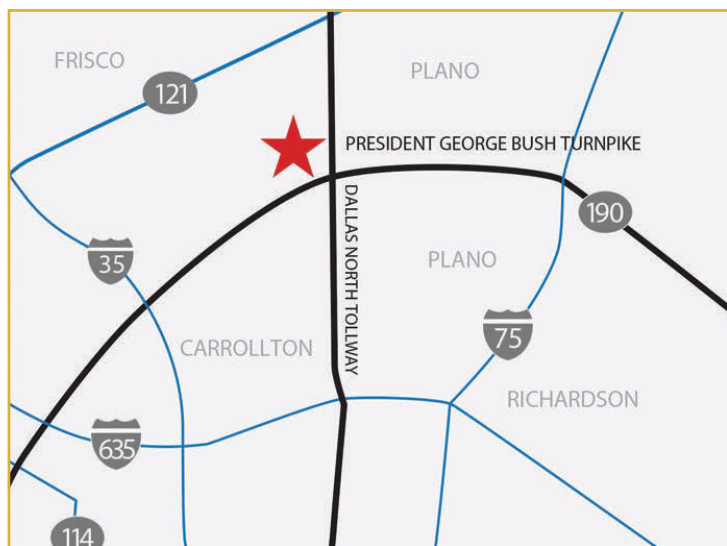
Data Center colocation customers can take advantage of a hybrid solution by securely connecting to VAZATA's vStructure Cloud IaaS Platform with a simple layer 2 network cross connect. The cloud infrastructure is located in the same facility, improving application performance, lowering latency and eliminating wide area network complexity. Data can be replicated to VAZATA's Northern Virginia data center for added geographic diversity and redundancy in support of mission critical applications that require 100% uptime.

VAZATA provides an array of data center colocation services including:

- 100% uptime SLA with redundant power feeds
- High density cooling
- Full suite of Smart Hands support
- Secure cages
- Custom cage designs
- Cabinet solutions available
- Cable plant design and implementation services
- Project management services

LOCATION

Conveniently located near George Bush Turnpike and North Dallas Tollway



THE VAZATA DIFFERENCE:

VAZATA is unique in their philosophies as an IT solutions provider and in the commitments they make to customers.

RELATIONSHIPS

VAZATA acts like an active partner and works hard to develop lasting, collaborative, supportive relationships with customers. From solution scoping to ongoing support, you'll have continuous and direct access to technical experts that know your solution and applications.

SECURITY AND COMPLIANCE

VAZATA's solutions are built with security in mind and supported through various compliance endeavors by ensuring that accreditations and audit achievements are inheritable.

- First to receive authority to operate (ATO) from the US Federal Government
- SSAE 16 Type 2 audits for all VAZATA facilities
- Accreditation under FISMA's recommended security controls for federal information systems

TRANSPARENCY

It's standard for IT solution providers to offer access to customer portals and performance monitoring tools. We've taken it a step further offering public access to a performance dashboard that monitors the stability, security and scalability, as well as our IaaS platform. This proprietary dashboard is accessible to anyone who visits our website and we showcase it right on our home page.

ADAPTABILITY

We will be adaptive to your unique requirements today and tomorrow. We've designed our solution offering to provide an easy migration path through the various models of information technology outsourcing, from pure colocation and managed hosting to virtualization and cloud computing. Our goal is to provide access to the economic benefits of a multi-tenant, virtualized environment whenever you are ready for it.

FACILITY

- Approximately 32,000 square feet of Tier 3 and Tier 4 high density data center space
- Cages and lockable cabinets on 36 inch raised floor

UTILITY POWER

- 3mW power delivered via 4x750 kW UPS systems
- Power is served from two separate substations with diverse entry points. Each substation is powered by two different electricity providers. No other data center in the market can claim the same.

SECONDARY POWER

- N+1 monthly load testing, over 48,000 gallons of fuel on-site
- Four 2,000 kW generators backed up by a fifth 2,000 kW generator. Generator yard protected by a thirty foot high retaining wall
- Enough fuel supply to run for several days without requiring additional gas.

COOLING

- Eight 30-ton CRAH units with individual condensing units
- Thirty 30-Ton units on floor configured at 2N

CONDUITS AND RISERS

- Multi-mode and single-mode fiber conduits
- Diverse underground entry points to the building
- Four fiber providers located at the data campus

SECURITY

- On-site security personnel and VAZATA Network Operations Center monitoring 24x7x365
- Three levels of electronic security (badge, bio readers, physical security officer). Cage access protected by biometric readers and tenant locks

FIRE PROTECTION

- Under floor and overhead smoke detection system
- Double-interlock, pre-action and dry pipe suppression system

TELECOM & CONNECTIVITY

Served by two utility feeds from two separate substations, delivered from two different counties.

- | | |
|-------------------|-----------------------------|
| • TW TELECOM | • NTT COMMUNICATIONS |
| • ATT | • GLOBAL CROSSING (LEVEL 3) |
| • LEVEL 3 | • PUBLIC PEERING |
| • ABOVENET (ZAYO) | |

VAZATA Blended Bandwidth: ATT, Level 3, Zayo, NTT Communications, Global Crossing

Private DWDM (Dense Wavelength Division Multiplexing), fully redundant carrier grade fiber ring connects the VAZATA facility to 1950 Stemmons (Infomart), 2323 Bryan St. and 400 Akard



DATA CENTERS



VAZATA's Dallas Data Center II (Dal II) is located at 2440 Marsh Lane and is an ideal facility for companies seeking colocation data centers, business continuity and disaster recovery centers, and managed services from an enterprise quality, metro Dallas data center.



CLOUD SOLUTIONS

VAZATA's vStructure™ Cloud IaaS Platform enables companies the advantage of a highly secure and compliant virtual infrastructure. The environment is architected on enterprise-class hardware and software to deliver redundant and scalable functionality. Cloud solutions also include DRaaS for both physical and virtual servers, Secure File Sharing and Desktop Virtualization

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- Cabinet solutions available
- Cable plant design and implementation services
- Project management services

LOCATION

Located just 17 miles from downtown Dallas and is easily accessible from DFW Airport and Dallas Love Field



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FACILITY

- Features 12,500 of move-in-ready Tier III (with Tier IV attributes) data center space
- The building is strategically located outside of the 500 year flood plain
- Facility has diverse and redundant utility feeds, and has diverse entry points for fiber to the facility

SECURITY

- Facility is enclosed by vehicle barrier fencing
- VAZATA provides 24 X 7 days a week on-site uniformed security, including man cage at main entry
- Cage access is controlled by biometric and/or key card access readers
- Each VAZATA data center has a minimum of four security checkpoints that are keycard and/or biometric access controlled
- All access points, common areas and the building perimeter are monitored by CCTV at the data center security station and remotely at a NOC facility
- Security images are maintained in accordance with PCI requirements
- The generator yard is located behind a retaining wall around the perimeter for security

DATA CENTER FLOOR

- 12,500 of move-in-ready Tier III (with Tier IV attributes) data center space
- 36-inch raised floor
- Secure cages and lockable cabinets solutions

ELECTRICAL POWER

- The space offers a total capacity of 2.0 Megawatts of power
- UPS and PDU to the floor configured 2N
- Power is served by N+1 utility with three diverse paths to the facility
- True A/B power is delivered to the data center floor with redundant PDU's and PP's
- Power is monitored to the branch circuit level
- Generators are configured N+1 with additional roll-up capability
- The generator yard is located behind a retaining wall around the perimeter for security
- Generators are tested on a weekly basis
- VAZATA provides redundant refueling contracts for the data center

COOLING

- Dedicated 2N air-cooled chillers, bi-directional chilled water loop with 2N pumping and N+15% CRAH units to each 1125 kW data center
- Double-interlock, dry pipe, pre-action, water sprinkler system. Overhead and under floor smoke detection

TELECOM & CONNECTIVITY

- Fiber enters the building through two separate entrance facilities on different sides of the facility
- VAZATA has a private, DWDM fully redundant carrier grade fiber ring to connect VAZATA data centers to major carrier hotels

CARRIERS

- | | |
|-------------------|--------------|
| • ABOVENET (ZAYO) | • TW TELECOM |
| • ATT | • VERIZON |

The VAZATA Remote Hands service is designed to provide rapid on-site hands and eyes resources should physical intervention to equipment become necessary when the customer is unable to attend personally or simply requires additional assistance. VAZATA can provide the reassurance of an efficient and rapid response to any situation that requires physical or visual assistance.

Remote Hands is available in two levels, based upon the complexity of the work performed. When calling a VAZATA technician for assistance, they will be able to tell you whether your issue qualifies for Tier 1 or 2 services.

TIER 1 REMOTE HANDS

Description: Basic phone assistance and verbal confirmations as provided by the VAZATA NOC staff.

Includes:

- *Basic command line telephone support (no systems configuration)*
- *General environment observations*
- *Vendor troubleshooting other than telecommunications services*
- *Server reboot/power cycle*
- *Confirmation of cabling, display and/or status lights*
- *Additional equipment installation (colocation only, post-initial installation)*
- *Cable or cabinet organization and cleanup (colocation)*
- *Move or confirmation of power*

TIER 2 REMOTE HANDS

Description: Software installations, routing configurations, connectivity issues, basic troubleshooting, network design and security consultation. Includes general assistance and project-based work.

Includes:

- *Application support for hosting (must be contracted service)*
- *Software installation (software license must be present)*
- *Hardware installation*
- *Router configuration or review*
- *IP routing support*
- *Operating System support (Win2012)*
- *Troubleshooting/Configuring network, connectivity, etc.*
- *DSU/CSU configuration*
- *Network consultation*
- *Security consultation*