### **TIPS VENDOR AGREEMENT**

Between	DataXport.Net, LLC	and
	(Company Name)	

#### THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

RFP 180901 Records and Materials Management Goods and 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

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

### **Terms and Conditions**

#### Freight

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

#### **Warranty Conditions**

All new supplies equipment and services shall include <u>manufacturer's minimum standard</u> <u>warranty</u> unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

#### **Customer Support**

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

#### Agreements

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

#### Tax exempt status

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

#### **Assignments of Agreements**

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

#### **Disclosures**

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

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- 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 the TIPS program.
- 3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

#### **Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.

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

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

#### **Shipments**

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

#### **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

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#### **Payments**

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

#### **Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

#### **Participation Fees**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

#### Indemnity

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

#### State of Texas Franchise Tax

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

#### Miscellaneous

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

#### **Purchase Order Pricing/Product Deviation**

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

#### **Termination for Convenience**

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

#### **TIPS Member Purchasing Procedures**

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

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

#### 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 goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

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#### **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. 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 the TIPS Member's or local smoking statutes, codes or policies.

#### Marketing

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

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#### Supplemental agreements

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

#### **Survival Clause**

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

#### **Legal obligations**

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

#### Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

#### **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.

#### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

#### Status of TIPS Members as Related to This Agreement

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

#### Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

#### **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 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 related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

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#### **Incorporation of Solicitation**

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

#### SECTION HEADERS OR TITLES

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

#### NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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

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

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

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

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

#### **Insurance Requirements**

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

General Liability\$1,000,000 each Occurrence/ AggregateAutomobile Liability\$300,000 Includes owned, hired & non-ownedWorkers' CompensationStatutory limitsUmbrella Liability\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

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### **Special Terms and Conditions**

- Agreements: All vendor orders received form TIPS Members 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 a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- Vendor Encouraging Members to bypass TIPS agreement: Encouraging entities to
  purchase directly from the Vendor or through another agreement, when the Member
  has requested using the TIPS cooperative Agreement or price, and thereby bypassing
  the TIPS Agreement is a violation of the terms and conditions of this Agreement and will
  result in removal of the Vendor from the TIPS Program.
- Order Confirmation: All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- <u>Back Ordered Products</u>: If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

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

## TIPS Vendor Agreement Signature Form

RFP 180901 Records and Materials Management Goods and Services

Company Name DataXport.Net, LLC				
Address 10950 Pellicano Dr Ste C4				
City El Paso State TX Zip 79935				
Phone 915-771-9090 Pax 915-771-9092				
${\scriptstyle Email\ of\ Authorized\ Representative}\ \underline{\ \ beatriz. fernandez@dataxport.net}$				
Name of Authorized Representative beatriz.fernandez@dataxport.net				
Business Development Director				
Signature of Authorized Representative Dealing Ternande				
Date10-16-2018				
TIPS Authorized Representative Name Meredith Barton				
Title Vice-President of Operations				
TIPS Authorized Representative Signature Meredit Barton				
Approved by ESC Region 8 Aural Nagne Fitts				
Date 11/7/18				

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator  Email Phone Fax	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689 x	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 Kristie Collins, Contracts Compliance	Address  Contact  Department Building
Bid Number Title	180901 Records and Materials Management Goods and Services	Department Building	Specialist	Floor/Room Telephone Fax
Bid Type Issue Date Close Date	RFP 9/6/2018 08:00 AM (CT) 10/19/2018 03:00:00 PM (CT)	Floor/Room Telephone Fax Email	+1 (866) 839-8477 x +1 (866) 839-8472 x bids@tips-usa.com	Email
Supplier Inforr	mation			
Company Address	DataXport.Net LLC 10950 Pellicano Dr Ste C4			
Contact Department Building Floor/Room	El Paso, TX 79935 Emma Hansen			
Telephone Fax Email Submitted Total	(915) 771-9090 x208 (915) 771-9092 ehansen@dataxport.net 10/18/2018 06:13:41 PM (CT) \$0.00			
By submitting	your response, you certify that yo	u are authori	zed to represent and bind	your company.
Signature Be	atriz Fernandez		Email beatri	z.fernandez@dataxport.net
Supplier Notes	S			
Bid Notes				
Bid Activities				
Bid Messages				

	Attributes ase review the following and respond w	here 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.	YES
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.	Yes
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.)	DataXport.Net, LLC is a small business providing business process outsourcing services including document imaging, data entry, electronic document management software and services, large format scanners and printers, desktop scanners, and more.
6	Primary Contact Name	Primary Contact Name	Beatriz Fernandez
7	Primary Contact Title	Primary Contact Title	Business Development Director
8	Primary Contact Email	Primary Contact Email	beatriz.fernandez@dataxport.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9157719090
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9157719092
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Emma Hansen
13	Secondary Contact Title	Secondary Contact Title	Business Development Specialist
14	Secondary Contact Email	Secondary Contact Email	emma.hansen@dataxport.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9156330708
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9157719092

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Emma Hansen
19	Admin Fee Contact Email	Admin Fee Contact Email	emma.hansen@dataxport.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9156330708
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Emma Hansen
22	Purchase Order Contact Email	Purchase Order Contact Email	emma.hansen@dataxport.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9156330708
24	Company Website	Company Website (Format - www.company.com)	www.dataxport.net
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2982870
26	Primary Address	Primary Address	10950 Pellicano Dr Ste C4
27	Primary Address City	Primary Address City	El Paso
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	79935
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.)	scanner, printer, document imaging, scanning, data entry, digitech systems, contex, kodak, kodak alaris, kaspersky, opentext, applicationxtender, papervision, pve, dataxport, document management, edms, ecm, workflow, e-forms, records management, microfilm, microfiche
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	Yes
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	El Paso

34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. 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? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	3%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	15
40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.  (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

43 NON-COLLUSIVE BIDDING CERTIFICATE

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

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

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

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein-you are required to complete and file with TIPS. 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 There is an optional upload for this form provided if you have a conflict and must file the form.

45 Filing of Form CIQ

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

46 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

47 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

48 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies

(No Response Required)

(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:

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

50 Suspension or Debarment Certification

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

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 government-wide 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

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

agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order

12549.

51 Non-Discrimination Statement and Certification

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

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

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

email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Yes

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

52 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

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

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

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

54 2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?

(No Response Required)

Vac

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

56 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. Yes 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?

57 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or Yes requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a Yes political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, I HAVE NOT Lobbied per above 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.

If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute #66, (No Response Required) you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- Do you ever anticipate the possibility of subcontracting any YES of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.
- ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

63 Indemnification

Yes

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?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

65 Remedies Explanation of No Answer

66 Choice of Law

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

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes, I Agree

Yes

37 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

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?

68 Infringement(s)

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

Yes, I Agree

Yes

Yes

Yes

- 69 Infringement(s) Explanation of No Answer
- 70 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.

71 Payment Terms and Funding Out Clause

#### Payment Terms:

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

#### Funding Out Clause:

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

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

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

72 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

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

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

I certify that:

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

OR

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

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

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

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

SB 807 prohibits construction contracts to have provisions (No Response Required) requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows:

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

ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seg. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

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

YFS

Logos and other company marks Please upload your company logo to be added to your (No Response Required) individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred Potential uses of company logo: \* Your Vendor Profile Page of TIPS website \* Potentially on TIPS website scroll bar for Top Performing Vendors \* TIPS Quarterly eNewsletter sent to TIPS Members \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Yes Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Yes Agreement? Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full

compliance with the Vendor Agreement.

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

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

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

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s).

83 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

_ine 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. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Socorro Independent School District	Judy Crandall	jcrand@sisd.net	915-937-0230
El Paso Independent School District	Loraine Ambriz	lmambriz@episd.org	915-230-2088
Ysleta Independent School District	Laura Enriquez-Guerra	lguerra@yisd.net	915-434-0211
City of El Paso	Thomas Oduor	OduorTW@elpasotexas.gov	915-212-1382
International Boundary and Water Commission	Zenon Mora	z.mora@ibwc.gov	915-832-4755
Texas State Board of Dental Examiners	Christopher Gregory	cgregory@tsbde.texas.gov	512-305-9357
City of San Antonio	James Flood	james.flood@sanantonio.gov	210-207-5097

Insert TIPS RFP# 180901

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

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

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

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

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

Name of company claiming confidential status of material					
Printed Name and Title of a	uthorized comp	oany officer o	laiming confide	ential status of n	naterial
Address		City	Sta	te ZIP	Phone
ATTACHED ARE COPIES PROPOSAL	OFP	AGES OF CO	NFIDENTIAL	MATERIAL FF	ROM OUR
Signature			Date		
OR					
If you do not claim any of yo	ur proposal to l	oe confidentia	al, complete the	e section below	only.
Express Waiver: I desire to e contained within our response completing the following and sTIPS.	to the competitive	e procuremer	nt process (e.g. I	RFP, CSP, Bid,	RFQ, etc.) by
Beatriz Fernandez			Busin	ness Dev. I	Director
Printed Name authorized con	npany officer		Title of	authorized co	mpany officer
10950 Pellicano Dr Ste C4		TX	79935	915-7	771-9090
Address	City	State	ZIP	Phone	
	Doststy Firman	de	_ 10	0-18-2018	



## South Central Texas Regional Certification Agency

"Increasing economic prosperity by creating opportunities and eliminating barriers"

www.sctrca.org

February 13, 2018

Beatriz Fernandez
DataXport.Net, LLC. DBA DataXport
10950 Pellicano Drive, Ste. C4
El Paso, TX 79935

#### Dear Beatriz Fernandez:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

#### \*HABE MBE SBE WBE

Certification Number: 218029790

Certification Expiration: February 29, 2020

Providing the following products or services: NAICS 511210: SOFTWARE PUBLISHERS

NAICS 518210: DATA PROCESSING COMPUTER SERVICES

NAICS 541511: CUSTOM COMPUTER PROGRAMMING SERVICES

NAICS 541512: COMPUTER SYSTEMS DESIGN SERVICES

NAICS 541513: COMPUTER SYSTEMS FACILITIES (I.E., CLIENTS' FACILITIES) MANAGEMENT AND OPERATION

**SERVICES** 

NAICS 541930: TRANSLATION AND INTERPRETATION SERVICES

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder sixty (60) days prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is February 29, 2020.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Charles Johnson, Executive Director THIS CERTIFIES THAT



## DataXport.net, LLC

\* Nationally certified by the: **SOUTHWEST** 

\*NAICS Code(s): <u>561422; 541618; 518210; 423430</u>

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

0 <mark>7/20/2018</mark>		AU01502
Issued Date		Certificate Number
10/01/2019	Doub Green	Karen Box
Expiration Date		Karen Box President/CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

# Metropolitan Transit Authority of Harris County, Texas Office of Small Business hereby duly affirms that:

Dataxport.net, LLC

has successfully met the established requirements of METRO's Small Business Enterprise Program to be certified as a

## **Small Business Enterprise (SBE)**

#### **Certified NAICS Codes:**

NAICS 518210: DATA PROCESSING, HOSTING, AND RELATED SERVICES
NAICS 541519: OTHER COMPUTER RELATED SERVICES
NAICS 561410: DOCUMENT PREPARATION SERVICES
NAICS 561422: CUSTOMER SERVICE CALL CENTERS
NAICS 561431: PRIVATE MAIL CENTERS
NAICS 561990: ALL OTHER SUPPORT SERVICES

METRO Going Places

Certification Number: 1577
Effective Date: November 27, 2017
Expiration Date: November 27, 2020

Thomas C. Lambert

**President & Chief Executive Officer** 

Karen Hudson

Director of the Office of Small Business







# Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

## **DATAXPORT.NET, LLC (VN 19655)**

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.

The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director DBE & SBE Programs
Office of Civil Rights





Beatriz Fernandez DATAXPORT.NET, LLC DBA DataXport 10950 Pellicano Drive Suite C4 El Paso, TX 79935

RE: MBE/WBE Certification Affidavit No. 21553

Home

Dear Ms Fernandez:

View »

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Woman-O

Message »
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Dear Mis Permanuez

Congratulations! Your firm has been certified by the North Central Texas Regional Certification Agency ("NCTRCA") as a Minority Business Enterp Woman-Owned Business Enterprise ("WBE") in accordance with NCTRCA MBE/WBE certification eligibility program requirements. Your Certific Number is HFMB99089N1019. Your firm is certified as a MBE or WBE in the following areas:

NAICS 423430: COMPUTER AND COMPUTER PERIPHERAL EQUIPMENT AND SOFTWARE MERCHANT WHOLESALERS

NAICS 518210: DATA PROCESSING, HOSTING, AND RELATED SERVICES

NAICS 541513: COMPUTER FACILITIES MANAGEMENT SERVICES

NAICS 561422: TELEMARKETING BUREAUS

NAICS 561439: OTHER BUSINESS SERVICE CENTERS (INCLUDING COPY SHOPS)

This certification is valid for two years from the date of this letter or, unless and until it has been removed in accordance with NCTRCA MBE/WBE procedures. In order to remain certified, you must submit annually, on the anniversary of your certification, a "No Change Affidavit".

A No Change Affidavit is a sworn affidavit affirming that there have been no changes in the firm's circumstances affecting its ownership or control, or in the information provided in its application for MBE/WBE certification, including the support documentation. Any changes to contact information, expansion of services must be communicated to the NCTRCA within thirty (30) days of the change. Failure to provide these changes could result in a removed from the certified vendor database. The NCTRCA reserves the right to re-evaluate a firm's certification status at anytime that it determines a warranted

Thank you for your participation in the NCTRCA MBE/WBE Certification Program. Please contact me at 817-640-0606 if you have any questions o assistance to you.

Sincerely,

Logged on as: Beatriz Fernandez DATAXPORT.NET, LLC

Elicia Mitchell, MPA



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

>	If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
	Section 2 c Yes
	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous contract</u> in place for five (5) years or less <u>meets or exceeds</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB
_	vendors and Non-HUB venders
_	Section 2 c No
	Section 2 d Yes
	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <i>continuous contract</i> in place for five (5) years or less <i>does not meet or exceed</i> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
	Section 2 b List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
	Section 2 c No
	Section 2 d No
	Section 4 - Affirmation
	GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
•	Section 1 - Respondent and Requisition Information
•	Section 2 a No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
•	Section 3 - Self Performing Justification
•	Section 4 - Affirmation

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

State of Texas VID #: 17429828704 915-771-9090

915-771-9092

(mm/dd/yyyy)

Bid Open Date: 10/19/2018

Phone #:

Fax #:



## **HUB Subcontracting Plan (HSP)**

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and

Respondent (Company) Name: DataXport.Net, LLC

180901

Is your company a State of Texas certified HUB? 7 - Yes 7 - No

beatriz.fernandez@dataxport.net

Point of Contact:

E-mail Address:

Requisition #:

- 21.1 percent for commodities contracts.
- - Agency Special Instructions/Additional Requirements -In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its

subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency

specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less sha qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study	all
	_
	_
SECTION-1: RESPONDENT AND REQUISITION INFORM	_

Enter your company's name here:	DataXport.Net, LLC	Requisition #:	180901

#### SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
  - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
  - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		HL	Non-HUBs	
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <a href="http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/">http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/</a>).

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
  - □ Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
    □ No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract\* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:	Requisition #:

#### SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		HL	Non-HUBs	
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* In place for five (5) years or less.	ercentage of the contract cted to be subcontracted to blbs with which you have a ntinuous contract* in place or five (5) years or less.  Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
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33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:	Requisition #:
SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No "to SECTION 2, Item a, you must co	mplete this SECTION and continue to SECTION 4)
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation contract with its own resources.	demonstrating how your company will fulfill the entire
<ul> <li>Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal whice entire contract with its own equipment, supplies, materials and/or employees.)</li> <li>No (If No, in the space provided below explain how your company will perform the entire contract or employees.)</li> </ul>	
DataXport is a certified HUB and has the capacity and expertise to se proposed services and products in this contract. DataXport has held s (in addition to ASC ESC Region 19, DIR, and BuyBoard cooperative or	similar TIPS contracts since 2012
performed.  DataXport has employees with expertise and technical skills, training respond to TIPS customers' needs, in addition to having the capability required. Also, software and hardware manufacturers offer profession DataXport for customized implementations that exceed the resellers' clarge scale modifications in order to better respond to TIPS customers in addition, most services can be provided remotely, allowing DataXpolocation.	to augment staff should it be all services through resellers like capabilities or that could merit s' requirements.

#### **SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <a href="http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls">http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls</a>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Dealing Termander	Beatriz Fernandez	Business Dev. Director	10/16/2018
Signature	Printed Name	Title	Date (mm/dd/yyyy)

#### Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

#### HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here:	Requisition #:
	mpleted HSP form, you must submit a completed "HSP Good Faith Effort - Method A CTION 2, Item b of the completed HSP form. You may photo-copy this page or ub-sbcont-plan-gfe-achm-a.pdf.
SECTION A-1: SUBCONTRACTING OPPORTUNITY	
Enter the item number and description of the subcontracting opportunity you liste the attachment.	ed in SECTION 2, Item b, of the completed HSP form for which you are completing
Item Number: Description:	
CECTION A O Company of the Company o	

#### SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	□- Yes - No		\$	%
	□- Yes - No		\$	%
	□- Yes - No		\$	%
	□- Yes - No		\$	%
	□-Yes -No		\$	%
	□-Yes -No		\$	%
	□-Yes -No		\$	%
	□-Yes -No		\$	%
	□ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%
	☐ - Yes - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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#### HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here:	Requisition #:
IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Items c or d of the completed HSP form Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Items c or d of the completed HSP form Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Items c or d of the completed HSP form Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Items c or d of the completed HSP form Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Items c or d of the completed HSP form Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Items c or d of the completed HSP form Method B (Attachment B)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Items c or d of the subcontracting opportunities you listed in SECTION 2, Items c or d of the subcontracting opportunities you listed in SECTION 2, Items c or d of the subcontracting opportunities you listed in SECTION 2.	m b of the completed HSP form. You may photo-copy this
SECTION B-1: SUBCONTRACTING OPPORTUNITY  Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, It the attachment.	em b, of the completed HSP form for which you are completing
Item Number: Description:	
SECTION B-2: MENTOR PROTÉGÉ PROGRAM  If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good fa specific portion of work.	
Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of	f work you listed in SECTION B-1 to your Protégé.
☐ - Yes (If Yes, to continue to SECTION B-4.)	
☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B	3-4.)

#### SECTION B-3: Notification Of Subcontracting Opportunity

When completing this section you <u>MUST</u> comply with items <u>a</u>, <u>b</u>, <u>c</u> and <u>d</u>, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs <u>and</u> trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <a href="http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan">http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan</a>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs <u>and</u> trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs <u>and</u> to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <a href="http://mycpa.state.tx.us/tpasscmblsearch/index.jsp">http://mycpa.state.tx.us/tpasscmblsearch/index.jsp</a>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the <a href="three">three</a> (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?	
			- Yes	- No
			- Yes	- No
			- Yes	- No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <a href="http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/">http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/</a>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice	Accepted?
		- Yes	- No
		- Yes	- No

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#### HSP Good Faith Effort - Method B (Attachment B) Cont.

the attachment.  a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  Item Number: Description:	Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.  a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  Item Number: Description:	Enter your company's name here:	Requisition #:			
Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.  a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  Item Number: Description:  b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas cert HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and ind whether the company is a Texas certified HUB.  Texas certified HUB	Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.  a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.  Item Number: Description:					
Item Number:   Description:	ttem Number: Description:  b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indiction whether the company is a Texas certified HUB.    Company Name	Enter the item number and description of the subcontracting opportunity you li	isted in SECTION 2, Item	b, of the completed	HSP form for which yo	ou are completing
Item Number:   Description:	ttem Number: Description:  b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indiction whether the company is a Texas certified HUB.    Company Name	a. Enter the item number and description of the subcontracting opportunity	for which you are comple	ting this Attachment	B continuation page.	
b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas cert HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and ind whether the company is a Texas certified HUB.    Company Name	b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indiction whether the company is a Texas certified HUB.    Company Name					
Texas certified HUB	Texas certified HUB   Required if Texas   Certified HUB   Dollar Amount   Percentage of Contract	HUB and their VID number, the approximate dollar value of the work to				
- Yes	- Yes	Company Name	Texas certified HUB		Approximate Dollar Amount	Percentage of
- Yes	- Yes - No \$ %  - Yes - No \$ \$ %		- Yes - No	· ·	\$	%
-Yes         -No         \$         %           c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have a selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a selected to perform the subcontracting opportu	- Yes         - No         \$         %           - Yes         - No         \$         %    C. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide write and the provid		- Yes - No		\$	%
-Yes         -No         \$         %           c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide we have selected to perform the subco	-Yes         -No         \$         %           c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide write		- Yes - No	1	\$	%
- Yes - No \$ %	- Yes - No \$ %		- Yes - No	-	\$	%
- Yes - No \$ %	- Yes - No \$ %		- Yes - No	-	\$	%
- Yes - No \$ %	- Yes - No \$ %		- Yes - No	-	\$	%
- Yes - No \$ %  - Yes - No \$ %  - Yes - No \$ %  c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide we have the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide we have the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide we have the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide we have the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide we have the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide we have the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide we have the subcontractors you have selected to perform the subcontractors you have selected to perform the subcontractors you have the su	- Yes - No \$ %  - Yes - No \$ %  - Yes - No \$ %  c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>writers</u>		- Yes - No		\$	%
c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide w	c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>writers</u>		- Yes - No	1	\$	%
c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide w	c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>writers</u>		- Yes - No		\$	%
c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <b>not</b> a Texas certified HUB, provide w	c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is <u>not</u> a Texas certified HUB, provide <u>write</u>		- Yes - No		\$	%
,				d in SECTION B-1 is	s <u>not</u> a Texas certified	d HUB, provide writte

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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### **HUB Subcontracting Opportunity Notification Form**

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least <a href="https://exas.certified">https://exas.certified</a> HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least <a href="https://exas.certified">https://exas.certified</a> HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least <a href="https://exas.certified">https://exas.certified</a> HUBs at least <a href="https://exas.

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

dentified in Section C, Item 1. Submit your response to the point-of-contact referenced in S	Section A.
SECTION: A PRIME CONTRACTOR'S INFORMATION	
Company Name:	State of Texas VID #:
Point-of-Contact:	
E-mail Address:	Fax #:
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFO	RMATION
Agency Name:	
Point-of-Contact:	Phone #:
Requisition #:	Bid Open Date:
	(mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DAT	E, D ESCRIPTION, R EQUIREMENTS AND RELATED INFORMATION
Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid	d for the subcontracting opportunity identified below in Item 2,
we must receive your bid response no later than Select	on .
Cei	entral Time Date (mm/dd/yyyy)
Administrative Code, §20.11(19)(C).  (A working day is considered a normal business day of a state agency, no declared closed by its executive officer. The initial day the subcontractions or development centers is considered to be "day zero" and does not be a subcontraction of the subc	ting opportunity notice is sent/provided to the HUBs and to the trade
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications:	- Not Applical
Bonding/Insurance Requirements:	- Not Applical
5. Location to review plans/specifications:	- Not Applical

## <u>dataXport</u>

www.dataxport.net



Be More Efficient. Save in the Process.

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915.771.9090

#### **Business Process Outsourcing**

Visualize an extension of your organization with people always looking for ways to improve processes and use technology to automate back office functions. That is exactly what we are. A highly efficient operation that frees you from the burdens of constant supervision and capital outlay. Significantly increase your organization's productivity by choosing DataXport's cost-effective business process outsourcing operation. We leverage our extensive industry expertise to deliver high performance, unsurpassed quality, and fast turnaround.



DataXport's business process outsourcing services have been developed with your needs in mind. Our combined 100+ years of experience in the data management and IT industries drive us to join in your vision and offer a variety of solutions that can improve your organization's efficiencies. DX delivers turnkey answers to any high volume, labor intensive back office processes that are not your organization's core business.

DataXport continuously strives for excellence, has integrity, and employs highly skilled and dedicated personnel to provide you with peace of mind so you can in turn excel in your own field.



DIR Approved Vendor Certified TX State HUB, MBE, WBE, SBE, DBE, EDWOSB

# Document Imaging

Document imaging is the first step towards a more efficient paperless environment. The conversion process is simple: we pick up/receive your documents, perform material preparation, scan (with a guaranteed 99.75% accuracy rate), index, deliver images and data in your preferred format and delivery method; reconstruct and return, or provide certified destruction of source documents.

# Mailroom Management

Our Mailroom Management Services streamline business correspondence administration for large organizations or high volume operations. Functions may include: setting up post office boxes, receiving mail, sorting, opening, logging, preparing, scanning, indexing, and routing mail electronically to addressees or to workflow processes such as rebate or payments processes.

# Electronic Document Management/ECM Solutions

Improve remote access, security, and efficiency for your records. We offer in-house implementations or outsourced solutions. Our highly efficient operations can save your organization time, money, and free your resources.

DX partners with Kodak, Contex, Fujitsu, Canon, and Digitech Systems, Inc. Digitech's EDMS & Enterprise Content Management Systems offer accessibility, scalability, security, and integration capabilities. A cloud based option helps store and access data online without capital investment or additional IT resources.

# **Business Process Automation**

Our in-house or outsourced solutions help you gain efficiencies and streamline business processes through e-forms, e-workflow, and integration with your systems.



#### **Customer Contact Center**

Our experience in the BPO industry allows us to offer cost effective, high quality alternatives to in-house operations. Contact center operations including calls, emails, and chat support are a natural extension of these services, and may complement other processes or be offered as a independent projects. Efficiency or Value-Added driven strategies are put in place according to your goals. Advantages offered by DX include bilingual (English/Spanish) CSRs, location in a disaster safe area, and affordable cost; in addition to giving you the confidence that we work hard to become an extension of your organization.





**Data Entry & Indexing** 

Data entry is offered from hard source or digital images, and may be performed on DX custom applications for delivery in specified formats or directly captured into customers' systems or web based applications. DX guarantees quality rates of 99.5% accuracy and meeting agreed turnaround times. Security and confidentiality are our highest priorities.



#### Security

At DX, we know how sensitive your information is, and to protect it, we offer:

- · confidentiality and non-disclosure agreements;
- · controlled access to all facilities;
- a background check on all employees;
- video surveillance with remote monitoring;
- police-monitored alarm systems;
- purse/backpack/cell restriction in production areas;
- $\,\circ\,$  firewall and intrusion detection systems on L.A.N.

#### **Quality Assurance**

Quality performance of all processes is essential for accessing the information you need, when you need it. For this reason, DX offers excellence in service by guaranteeing the best accuracy rates possible: 99.75% for scanning projects, 99.5% for data entry operations, and complete satisfaction on all services and products.

#### **Turnaround Time**

DX works hard to meet or exceed our clients' turnaround times. Call us to find out more.

#### **Overall Value**

DX offers turn-key solutions for our customers' convenience, including IT managed services.

## about dataXport

Located in El Paso, Texas, DataXport (DX) is a DIR approved vendor; Certified Texas State HUB; and Small, Woman, Disadvantaged, & Minority Owned Enterprise specializing in electronic document management products and services, business process outsourcing, IT managed services, and customer contact center services. Through DX operations in Ciudad Juarez, Mexico, we provide services to companies that are either established in Mexico or seek to significantly reduce costs by outsourcing to a near-shore location. Operating since 2003, our owners and managers have over one hundred years of combined experience in the data processing and IT industries.

DX primarily serves businesses, organizations, educational institutions, and government entities that manage information as part of their daily activities. Whether you require managing a mailroom operation, digitizing records, assistance with a one-time or ongoing data entry project, building a web-based application, or need to outsource a complete business process, DX is committed to providing excellent quality, fast turnaround, and extremely competitive rates.

Simply stated, DX can help you be more efficient, and save in the process.

#### **PRIMARY NAICS CODES**

**518210** Electronic Data Processing, Imaging, and Optical Scanning Services

**541511** Supporting Software Development

**561422** Call Center Operations

#### **CONTACT US:**

sales-dx@dataxport.net 10950 Pellicano Dr. Ste. C4 El Paso, Texas 79935 Phone: 915.771.9090

Fax: 915.771.9090



October 18, 2018

TIPS RFP 180901 Records and Materials Management Goods and Services

DataXport.Net, LLC proposes the following goods and services in this proposal:

- Document imaging services
- Microfilm and microfiche conversion to digital
- Electronic document conversion from one format to another
- Data entry services
- Certified document destruction
- Electronic document management services including implementation of document management software, development of e-forms and workflows, and remote management of these systems
- Electronic document management/enterprise content management software and modules (Digitech Systems, Inc., Opentext, and DataXport.Net, LLC)
- Scanning software (Digitech Systems, Inc. and Contex)
- Antivirus and security software (Kaspersky)
- Desktop and large format scanners (Kodak Alaris, Panasonic, and Contex)
- Large format printers (Canon)
- Technical support, installation, training, and development services for all products and services listed above (provided by DataXport.Net, LLC and authorized technicians of hardware and software)

As authorized value-added resellers of the following brands, DataXport shall include all current and future product offerings in this proposal from the following brands:

- Digitech Systems, Inc.
- Contex
- Kodak Alaris
- Canon (Large format printer product lines only)
- Panasonic
- Opentext (ApplicationXtender product line only)