Department of Information Resources

Request for Offer
DIR-TSO-TMP-226

Law Enforcement IT Hardware, Software and Services

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1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Law Enforcement IT Hardware, Software, including Software as a Service (SaaS), and Services to the State of Texas, acting by and through the Department of Information Resources (DIR). This procurement does not include Cloud Infrastructure as a Service (Iaas), Cloud Platform as a Service (PaaS), Cloud Broker or Cloud Assessment.

As a result of this RFO, DIR expects to receive and evaluate responses and select one or more qualified Vendors with whom to enter into negotiations. Section 4 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to award more than one contract from this RFO. All contracts awarded shall be indefinite quantity contracts with no minimum guarantees of any purchases.

As a result of this RFO, DIR expects to create a contract vehicle that satisfies statewide procurement requirements for Law Enforcement IT Contracts and improves the efficiency of the procurement process by shortening the time required to procure Law Enforcement IT Hardware, Software and Services.

As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to achieve the highest overall value to the state.

1.2. Background

1.2.1 Information Technology Acquisition

Through its Cooperative Contracts Program, DIR assists state agencies and local governments (Customers) with cost-effective acquisition of their information resources by negotiating, managing, and administering contracts with information technology providers. Customers include any Texas state agency, unit of local government or institution of higher education as defined in Texas Government Code, Section 2054.003; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.

DIR combines the buying power of authorized Customers to obtain volume-discounted pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Vendors participating in the Co-op Contracts Program. Subject to DIR rights set forth in Sections 3.8 and 3.9 of this RFO, DIR will award and negotiate base contract

documents with Vendors as a result of this RFO. Customers contact the Vendor for products and/or services and pricing information, negotiate their own service level agreements and additional terms and conditions, if any, and send their purchase orders (with the DIR contract number) and payments directly to the participating awarded Vendor, not to DIR. Information regarding the Co-op Contracts Program is located on DIR's Web site at http://dir.texas.gov/View-About-DIR/Pages/Content.aspx?id=41 .

1.2.2 Texas Government Code, Section 2157.068

Texas Government Code, Section 2157.068, effective September 1, 2005, requires State agencies to buy commodity items, as detailed below, in accordance with contracts developed by DIR unless the agency obtains an exemption from DIR.

Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is a commercially available program that operates hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements and may include Software provided as a service. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staff augmentation, training, maintenance and subscription services. Seat management is a service through which a state agency transfers its responsibilities to a Vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

Software as a service (SaaS) is defined as software that is owned, delivered and managed remotely by one or more providers. The provider delivers software based on one set of common code and data definitions that is consumed in a one-to-many model by all contracted customers at any time on a pay-for-use basis or as a subscription based on use metrics.

Technology services do not include telecommunications services. Any service awarded under the TEX-AN Next Generation Procurement, RFO number DIR-TEX-AN-NG-001 is excluded. The following services were awarded under the TEX-AN Next Generation Procurement: Long Distance Services, Internet Services (including SOHO), Voice over Internet Protocol (VoIP), Local Voice Service, Wireless Service, Fixed Satellite and Access and Transport.

Institutions of higher education, K-12, and local governments are not required to purchase IT commodities from DIR, but may do so voluntarily. Information regarding Texas Government Code §2157.068, including processes and guidelines, is located on DIR's Web site at: http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=25 .

1.2.3 Cost Avoidance Performance Measures

As part of its performance measures reported to state leadership, DIR must show the cost avoidance realized by the State for the products and services obtained under DIR contracts. Cost avoidance is the difference between the negotiated DIR contract price and the prevailing market price.

1.2.4 Cost Recovery

DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Vendor's price to the customer and paid to DIR by the Vendor. The fee has been set at a not-to-exceed level of 2.00% by the current appropriations act of the State Legislature. For the purposes of responding to this RFO, the administrative fee of 0.75% **SHALL NOT** be used in calculating the pricing specified in Bid Package 2. DIR may change the administrative fee at any time during a contract term. DIR will notify Vendors of any change in the administrative fee.

1.2.5 Historical Sales

Contracts negotiated and managed through the Cooperative Contracts Program resulted in over $5 billion in Customer purchases for the past three (3) fiscal years combined. Information contained within the table below shows the total purchases for the past three (3) fiscal years by Customer segment. These purchases represent contracts that are hardware, software, and services related. The State's fiscal year runs September 1st through August 31st.

Segment	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014
State Agencies	$419,114,676	$455,580,670	$552,930,806
Local Governments	$348,786,822	$376,392,395	$441,178,176
Higher Education	$296,859,436	$323,619,834	$347,893,226
K-12	$533,169,068	$627,118,706	$702,153,606
Out of State	$2,849,417	$1,370,197	$1,967,044
Assistance Organizations	$11,146,380	$12,036,807	$11,524,367
Total FY	$1,611,925,799	$1,796,118,609	$2,057,647,228

1.2.6 Exclusions

The following manufacturers which would be within the scope of this RFO, are excluded due to direct contracts with those manufacturers:

Adobe	IBM
Apple	Lenovo
CA	Microsoft
Cisco	Novell
Dell	Oracle
HP	Panasonic

In the event that DIR identifies other Publishers to be excluded, the Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific publisher on a current DIR contract.

In addition, this RFO DIR-TSO-TMP-226 for Law Enforcement IT Hardware, Software, including Software as a Service (SaaS), and Services does not include the following:

- **Cloud Infrastructure as a Service (IaaS).** The capability to provide a consumer (DIR Customer) processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).

- **Cloud Platform as a Service (PaaS).** The capability to provide to the consumer (DIR Customer) the ability to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider.

- **Cloud Broker.** A cloud broker is an entity that manages the use, performance and delivery of cloud services, and negotiates relationships between cloud providers and cloud consumers. A cloud broker acts as the intermediary between consumer and provider and will help consumers through the complexity of cloud service offerings and may also create value-added cloud services.

- **Cloud Assessment.** The purpose of cloud assessment is to assist an organization in establishing a strategy and roadmap for moving applications to the cloud. Assessments enable the customer to identify candidates for cloud services, identify risks and benefits based on a set of criteria such as operational readiness, security, application characteristics, complexity, cost, etc. The cloud assessment may be provided as a service, as a tool to be used by the customer or a combination.

2. Scope

2.1. Products

DIR intends to contract to provide Law Enforcement IT Hardware, Software, including Software as a Service (SaaS) and Services.

The type of Hardware within scope includes, but is not limited to:

♦ Data/File Security Hardware, to Include Encryption;
♦ Imaging Systems, Microcomputer (Including Digital Imaging Network (DIN), Technology, and Digital Imaging Communications in Medicine (DICOM);
♦ Scanners, Document: Handheld, Desktop and High Volume;
♦ Scanners and Readers, Magnetic Strip;
♦ Scanners and Readers, Optical Character and Magnetic Type: Bar Code, Remittance Scanner/Processors, Point of Sale Scanners, etc.;
♦ Controllers, Programmable: Industrial Control Devices, Robots, etc., Environmentally Certified Products;
♦ Data Entry and Remote Job Entry Devices, Voice Activated: Voice Recognition, Voice Digitization, Speech Synthesizers, etc., Environmentally Certified Products;
♦ Data/File Security Hardware, to Include Encryption;
♦ Imaging Systems, Microcomputer (Including Digital Imaging Network (DIN), Technology, and Digital Imaging Communications in Medicine (DICOM)';
♦ Microcomputers, Handheld, Laptop, and Notebook;
♦ Peripherals, Miscellaneous: Secure I.D. Access Cards;
♦ Professional: Computer Training, Hospital/Pharmacy, Legal, etc.
♦ Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection, etc.
♦ Transportation Systems, Intelligent (An automated information system which provides traffic management, communications, and analysis of data as a minimum)
♦ Biometric Card Reader
♦ Testing Machines, Driver, Automated (Including Driver Simulating Machine)
♦ Photo Identification Systems, Complete
♦ Video Capturing Devices Connected to Computers or Computer Networks, (Web Cameras)
♦ Access Control Systems and Security Systems
♦ Prisoner Tracking Devices, Electronic (Wrist and Leg Bands, etc.)
♦ Surveillance Cameras and Counter-surveillance Equipment and Supplies
♦ Body (Worn) Cameras
♦ Warning Systems, Perimeter Anti-Intrusion, Electronic (Including Civil Defense and Natural Disaster Types)
♦ Data Acquisition Systems
♦ Radio, Beacon Receivers, Direction Finder
♦ Frequency Data Communication Equipment, Radio (Including Identification Equipment)
♦ Global Positioning Systems, Satellite (Global Info. System)
♦ High Frequency Radio (SSB), Mobile and Base
♦ Highway Advisory Radio Systems
♦ Intercom Systems, Prison
♦ Pagers, Radio (Including Parts and Accessories)
♦ Radio Frequency Scanner Receivers and Amplifiers (Including RF Connectors, Analyzers, Counters, Meters, Switches)
♦ Towers: Broadcasting, Microwave, Transmitting, etc.
♦ Tracking Equipment, Wildlife (For Fish Locators See Class 120-37)
♦ Two-Way Radio, Portable, Including Vehicle Radio Relay Systems
♦ Two-Way Radio Receivers, Transmitters, Transceivers: Mobile and Base Station (Audio Transfer)
♦ Two-Way Radio Supplies, Parts, and Accessories
♦ Computer-Automated Measurement and Control (CAMAC) Systems and Devices
♦ Logic Analyzers, Microprocessor Analyzers, and Accessories: Delay and Gate Generators, Personality Modules, Word Recognizers, etc.
♦ Radio, Sound, and Telecommunications Testing Equipment: AF Generators, Deviation Meters, Meter Panels, Test Fixtures and Jigs, etc.
♦ Signal Averagers, Integrators, etc.
♦ Spectrum Analyzers: Radio Frequencies, Sound, etc.
♦ Telephone Line Monitoring Systems
♦ Paging Terminal, Solid State (Computerized)

♦ Recorders, Digital, Voice to CD
♦ Batteries, Communication (Radio, Telephone, etc.)
♦ Communication Devices, Multi-Function (Blackberries, Palm Pilots, PDAs, etc.)
♦ Controllers, Remote, Wireless, Infrared/Radio Frequency
♦ Telecommunication Equipment (Via Satellite) for Emergency Vehicles (Including Radio Terminal Display)
♦ Telemedical Equipment
♦ Call Answering Telephone Systems
♦ Cellular Telephones
♦ Digital Subscriber Loop (DSL) Equipment
♦ Radio Telephones (Vehicle, Marine, etc.)
♦ Satellite Telephones
♦ Switchboards, Telephone
♦ Telephones, Prison
♦ Telephone Systems
♦ Videophone Devices, Equipment and Accessories
♦ Satellite Receiver Dish (Video)
♦ Teleconference Systems, Audio/Video
♦ Video Camera Recorders, Digital Type
♦ Video and Audio Systems, Accessories and Parts (Closed Circuit TV) (Including Surveillance Type)
♦ Audiotex Voice Response Systems
♦ Automatic Call Distribution (ACD) Systems
♦ Interactive Voice Response (IVR) Systems
♦ Telephone Switching (PBX) Systems
♦ Voice Mail Systems

The type of Software within scope includes, but is not limited to:

♦ Aviation Software (Flight Control, Ground Support, Testing, etc.)
♦ Biometric Authentication System Software for Microcomputers
♦ Expert System Software
♦ Law Enforcement Software
♦ Scientific, Statistical, Engineering, Mathematical, and Mapping Software
♦ Geographic Information System (GIS) Software
♦ Intelligent Transportation System Software
♦ Applications Software for Microcomputer Systems: Business, Mathematical/Statistical, Medical, Scientific, etc.

The type of Services within scope includes, but is not limited to:

♦ Answering/Paging Services
♦ Electronic Information and Mailing Services
♦ Monitoring Services: Parolee, Patient, Convict, etc.
♦ Warning System Services, Citizen
♦ Biometric Authentication System Software Services
♦ Data Preparation and Processing Services (Including Bates Coding)
♦ Image Processing and Conversion Services
♦ Media Conversion Services
♦ Optical Scanning Services
♦ Video Storage Service
♦ Programming Services, Computer (Including Mobile Device Applications)
♦ Emergency Warning Systems Maintenance and Repair (Including Civil Defense and Natural Disaster Equipment)
♦ Fleet Management Services
♦ Fuel Management Services
♦ Satellite Global Information Positioning System Services
♦ Card Access Security Services
♦ Emergency Systems Monitoring Service to include Alarms and Operational Readiness Reporting

Potential Vendors may propose any Law Enforcement IT Hardware, Software, including Software as a Service (SaaS), and Services that may be currently available in today's market. DIR reserves the right to determine, in its discretion, if products and services offered as a part of Vendor's proposal fall within the category of Law Enforcement IT Hardware, Software, including Software as a Service (SaaS), and Services.

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of Law Enforcement IT Hardware, Software and Services. Vendor may propose such products or services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final.

Any Vendor responding to this RFO must submit specific pricing for the products requested herein. For the purposes of obtaining pricing and evaluating the responses to this RFO, the products and services, if any, shall be priced and discounted as contained in the Excel spreadsheet attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-226, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. All products for Law Enforcement IT Hardware, Software and Services may be made available through a Contract.

Vendors must respond as follows to the "Bid Package 2" spreadsheet. Failure to respond as instructed may result in Vendor's offer being disqualified from further evaluation.

Pricing Sheet 1 - REQUIRED
A representative sample of Products/Services is provided in the spreadsheet titled "PRICING SHEET 1 - REQUIRED" . Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

Pricing Sheet 2 - BODY WORN CAMERAS ONLY
A representative sample of Body Worn Camera Products/Services is provided in the spreadsheet titled PRICING SHEET 2 – BODY CAMERAS. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

In addition to purchases, DIR and any Vendor awarded a Contract as a result of this RFO may agree to provisions that allow leasing of the products offered under the resulting Contract.

DIR is not soliciting Law Enforcement IT Hardware, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers (state agencies, higher education, K-12 independent school districts, and local governments). ***DIR competitively bids for information technology products and services***.

Customers must identify their own needs, then contact an awarded DIR Vendor and obtain a price quote for products/services. Customers may submit a statement of work or purchase order to the Vendor when obtaining a quote based on their needs. The Customer makes the best value determination and issues a purchase order directly to the Vendor.

Vendors may propose their catalog of Law Enforcement IT Hardware, Software and Services.

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such

products are developed in response to a procurement solicitation. Accordingly, Vendor must provide electronic and information resources and associated product documentation and technical support that comply with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT") in its response to this RFO. Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Additionally, VPAT documentation for third party products and services should be obtained and included (or links to them) in Vendor responses. For web applications or web development services, compliance to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 AA may also apply. Vendors that do not provide VPAT documentation and/or claim their products are exempt from accessibility requirements must present that position to DIR as an exception in item 17 of Appendix A of this RFO.

In addition to the VPAT requirement, vendors must complete the Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment (Bid Package 6).

Electronic Product Environment Assessment Tool (EPEAT).
Vendor must indicate whether Vendor's products offered under this RFO are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If Vendor's products are not EPEAT certified, Vendor must describe Vendor's efforts to attain EPEAT certifications (Appendix A).

2.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 2.1. Related services include but are not limited to product installation, maintenance and support, managed services and product training. Any Vendor offering product-related services must submit a description of those services and the related pricing in the Excel spreadsheet attached as "Bid Package 2".

This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254 of the Texas Government Code.

2.3. Form of Contract

The final terms and conditions of any contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded contract are contained in one of the following samples:

NOTE: Vendors who submit a proposal that includes Hardware, Software and/or Services should refer to the following:

- Contract for Products and Related Services (Bid Package 3) *and*
- Standard Terms and Conditions For Products and Related Services Contracts (Bid Package 4)

OR

Vendors who submit a proposal that includes Services ONLY should refer to the following:

- Contract for Services (Bid Package 3) *and*
- Standard Terms and Conditions For Services Contracts (Bid Package 4)

Item 17 of Appendix A contains the format for Vendor to note any exception to any provision, term, or condition specified in one of the following (see **NOTE** above):

- Contract for Products and Related Services (Bid Package 3) and
- Standard Terms and Conditions For Products and Related Services Contracts (Bid Package 4)

OR

- Contract for Services (Bid Package 3) and
- Standard Terms and Conditions For Services Contracts (Bid Package 4)

In addition, Vendor must note any exception to VPAT and accessibility documentation. Vendor **must** provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 17 of Appendix A. **Vendors may request exceptions to standard contract terms and conditions; however (1) the number and significance of exceptions taken may negatively impact the Vendor's score at evaluation (See Section 4.2 for evaluation criteria) and (2) DIR in its discretion may or may not accept the Vendor's requested exceptions, and (3) material deviations (including excessive, additional, inconsistent, conflicting or alternative terms) may render the Offer non-responsive and may result in rejection of the bid.** An explanation as to why the Vendor cannot comply with the provision, term, or condition, VPAT or accessibility documentation and proposed alternative language **must** be included in the response. If Vendor fails to note any exception, Vendor will not be allowed to request an exception upon award or at some later date. Any VPAT exception will not be used in the calculation of the Vendor's score at evaluation (See Section 4.2 for evaluation criteria).

DIR anticipates a contract term of one year with three, one-year optional extensions to be exercised by DIR at its discretion. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Vendor responsiveness or other failure to close contract negotiations that are not due to a failure on the part of DIR, DIR may in its discretion offer Vendor a shorter contract term.

DIR reserves the right to make changes to the Contract for Products and Related Services or the Contract for Services; and Standard Terms and Conditions for Products and Related Services Contracts or the Standard Terms and Conditions for Services Contracts if it is in the best interest of the State to do so. Should this occur prior to the award of any contracts as a result of this RFO, any Vendors selected for negotiations will be notified.

3. General Information

3.1. Point of Contact

All communications regarding this RFO must be addressed in writing to:

Carrie Cooper
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Phone: 512-936-2353
Fax: 512-936-6896
Internet: carrie.cooper@dir.texas.gov

3.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 3.1 will not discuss the contents of this RFO with any Vendor or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

3.3. Anticipated Schedule

3.3.1 RFO Schedule

It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Date/Time	Activity
May 26, 2015	Publish RFO on Electronic State Business Daily
June 9, 2015 2:00 pm (CT)	Optional Vendor Conference and Webinar
June 11, 2015 2:00 pm (CT)	Deadline for submitting questions
June 19, 2015 5:00 pm (CT)	Deadline for posting answers to questions on the ESBD
July 2, 2015 2:00 pm (CT)	Deadline for DIR to receive Vendor references
July 2, 2015 2:00 pm (CT)	Deadline for submitting Responses to RFO
July 3, 2015 - until completed	Evaluation of responses, negotiation and contract execution

3.3.2 Vendor Conference

An optional Vendor Conference will be held on the date and time specified in RFO Section 3.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies.

William P. Clements Building
300 West 15th Street
Room Number 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 3.3.1 above. To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/5495979606945799937

After registering you will receive a confirmation email containing information about joining the Webinar.

DIR will also provide Vendors the opportunity to submit written questions at the conference. All questions submitted at the conference must reference the appropriate RFO page and section number. Although DIR may provide tentative verbal responses to questions at the conference, responses are not official until they are posted as an addendum to this RFO on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. DIR reserves the right to amend answers prior to the offer submission deadline.

3.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO by fax, e-mail, or in writing to the Point of Contact listed in Section 3.1. **Questions regarding this RFO will be accepted until the date and time specified above in Section 3.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-226, on the Electronic State Business Daily (ESBD), http://esbd.cpa.state.tx.us/. DIR reserves the right to amend answers prior to the offer submission deadline.

Any addenda and/or amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check the ESBD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.

3.4. Historically Underutilized Businesses

The purpose of the Historically Underutilized Business (HUB) Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency must make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

1. 11.2% for heavy construction other than building contracts;
2. 21.1% for all building construction, including general contractors and operative builders' contracts;
3. 32.9% for all special trade construction contracts;
4. 23.7% for professional services contracts;
5. 26.0% for all other services contracts;
6. 21.1% for commodities contracts.

It is the policy of DIR to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F, and HUB Rules promulgated by the Comptroller of Public Accounts (CPA), 34 TAC, Chapter 20.

HUBs are strongly urged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards. Vendors who meet the qualifications are strongly encouraged to apply for certification as HUBs.

3.4.1 HUB Subcontracting Plan

DIR has determined that subcontracting is probable under any contract awarded as a result of this RFO. **The HUB Goal for this RFO is 21.1%. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED OR THOSE WHO DO NOT PLAN TO SUBCONTRACT, MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HUBs. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE THE HSP AS INSTRUCTED MAY RESULT IN DISQUALIFICATION OF THE RESPONSE FROM CONSIDERATION.** The State's Policy on Utilization of Historically Underutilized Businesses and HSP forms are attached to this RFO as Appendix C. Please review the HSP forms carefully and allow sufficient time to identify and contact HUBs and allow them to respond. Note that Vendors must demonstrate a good faith effort to contract with new HUBs if currently proposed HUBs have performed as subcontractors to the Vendor for more than five years. If the Vendor does not plan to subcontract, Vendor must state that fact in their plan. An original, signed paper copy of the HSP must be submitted in an envelope that is separate from the rest of the proposal. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

3.4.2 HUB Continuing Performance

Any contracts awarded as a result of this RFO shall include reporting responsibilities related to HUB subcontracting. Awarded Vendors may not change any subcontractor without submitting a revised HUB Subcontracting Plan (HSP). Any change to a subcontractor and revised HSP must be approved in writing by DIR prior to implementation.

3.4.3 HUB Resources Available

A list of certified HUBs is available on the Texas Comptroller of Public Accounts (CPA) Website at: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jspl. For additional information, contact the CPA's HUB program office at Texas4hubs@cpa.state.tx.us. If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

3.5. Vendor Qualifications

3.5.1 Authorized Vendors

Vendors who respond to this RFO must be one of the following:

1) Manufacturer or publisher of a product who will sell directly to Customers through a Co-op Contract.
2) Manufacturer or publisher of a product who will execute a Co-op contract with DIR and designate one or more qualified dealers or resellers (Order Fulfillers) to sell directly to Customers on its behalf. The manufacturer or publisher may also sell directly to Customers.
3) Dealer or reseller who will sell directly to Customers through a Co-op Contract. Vendors responding to this RFO **must** supply a **signed letter** from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal to state agencies, higher education, K-12 independent school districts, local governments and entities of other states that have entered into Interlocal agreements utilizing DIR's Cooperative Contracts. See DIR Web page for a complete list of Customers outside of Texas: http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=2 .

   Handed Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter will result in elimination of the related Manufacturer/Publisher from the solicitation process.**

3.5.2 Federal Requirements

1) State agencies are prohibited from doing business with terrorists and terrorist organizations. Any Vendor listed in the prohibited Vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control (Terrorism List) shall not be awarded a Contract as a result of this RFO. Any Vendor awarded a Contract as a result of this RFO must agree that if at any time during the term of the contract the Vendor is listed on the Terrorism List, the Vendor shall promptly notify DIR. As part of DIR's contract management, periodic checks will be performed to ensure any Vendor awarded a contract as a result of the RFO remains in compliance with these Federal Requirements. DIR shall have the absolute right to terminate the contract without recourse in the event Vendor becomes listed on the Terrorism List.
2) Should any Vendor or its principals awarded a Contract as a result of this RFO become suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration, the Vendor's contract will be terminated without recourse.
3) Vendor shall comply with the requirements of the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract.

3.5.3 Vendor Performance and Debarment

In accordance with 34 TAC, Chapter 20, Subchapter C, any Vendor that is debarred from doing business with the State of Texas will not be awarded a contract under this solicitation. The list of debarred Vendors is located on the CPA Web site at http://www.window.state.tx.us/procurement/prog/Vendor_performance/debarred/.

3.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures

Vendor shall disclose, for itself and on behalf of all of its Subcontractors, in its response to Section 18 of Appendix A to the RFO, all of the following:

1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and
2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.
3) Vendor will certify that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

3.6. Response Deadline and Submission Requirements

Vendors are invited to submit responses in accordance with the requirements outlined in this document. Responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO**. No late responses will be reviewed**. Responses must be hand-delivered or mailed to the submittal address listed in Section 3.7.1. No facsimile or e-mail responses shall be accepted.

3.6.1 Official Timepiece

The clock in the DIR Purchasing Office at 300 W. 15th Street, 13th Floor, Room 1335, is the official timepiece for determining compliance with the deadline. All responses will be date and time stamped when received by the Purchasing Office on the 13th floor.

3.6.2 Hand Delivery of Responses

All Vendors and courier delivery service personnel will be required to check in at the security desk on the 1st floor at 300 W. 15th Street. Therefore, it is advised that Vendors allow extra time for building security check-in if hand-delivering responses or using a courier delivery service. DIR will not be responsible for delays associated with building security compliance.

3.6.3 United States Postal Service Delivery of Responses

Delivery of responses via United States Postal Service is acceptable. However, responses must be received, not post-marked, by the response deadline and, due

to the State's mail processing procedures, this method may cause a delay in delivery to the DIR Purchasing Office. DIR will not be responsible for any delays associated with this method of delivery.

3.7. Response Format and Contents

3.7.1 Submittal Address and External Packaging of Response

Responses should be addressed to:

Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Attn: Carrie Cooper

The external packaging of the response must reference "RFO DIR-TSO-TMP-226" and must include the name and address of the Vendor submitting the response.

3.7.2 Number of Copies

Each Vendor must submit the complete response as follows:

1. One (1) signed original (clearly marked) of the complete response, including one (1) signed original of the HUB Subcontracting Plan;
2. One (1) signed original of the HUB Subcontracting Plan in a separate envelope;
3. Two (2) thumb drives (**clearly marked with Vendor name**) containing copies of the complete response;
4. One (1) thumb drive containing any and all response materials, which Vendor asserts are confidential or proprietary*;
5. One (1) thumb drive containing any and all copyrighted materials in the Vendor's response*; and
6. One (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response* (redacted copy for public release).

*** If Vendor's response does not contain such materials, then thumb drives for these items are not required (items #4 - #6).**

Paper responses must be bound in a 3-ring binder and the cover of the binders must reference "DIR-TSO-TMP-226" and include the name and address of the responding Vendor.

Each thumb drive must be clearly marked as to its contents. **The response materials on each thumb drive must be compatible with Microsoft Office**. All materials must be submitted in an editable format (e.g., Microsoft Word, Microsoft Excel). **Do not submit electronic materials in PDF format**. If there are any disparities between the contents of the printed response and any of the response materials on thumb drives, the contents of the signed original printed response will take precedence.

NOTE: Thumb drive(s) must be securely fastened to the 3-ring binder.

3.7.3 Mandatory Response Contents

VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE WILL BE REJECTED.

1) **Vendor Information – Appendix A of this RFO**
   This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor.
2) **Contract Support Plan - Appendix B of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.
3) **HUB Subcontracting Plan Forms – Appendix C of this RFO**
   All Vendors, **INCLUDING THOSE WITH HUB DESIGNATION AND THOSE THAT DO NOT PLAN TO USE SUBCONTRACTORS**, must submit a HUB Subcontracting Plan. HUB Subcontracting Plan Forms are provided in Appendix C. Refer to Section 3.4 for more information regarding HUB subcontracting. **Note: For the purposes of the HUB Subcontracting Plan, Order Fulfillers designated by a manufacturer or publisher to sell directly to Customers on its behalf are considered subcontractors. The paper copy of the HSP must be submitted in a separate envelope.**
4) **Product Pricing – Bid Package 2**
   Brands and products should be listed in the Excel spreadsheet that is attached as "Bid Package 2" to the posting for this RFO, requisition number DIR-TSO-TMP-226, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. Vendor shall provide specific pricing for the brands and products applicable to their response. The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP) or List Price. Vendor must provide a description of MSRP or List Price and the method being utilized to derive the MSRP. MSRP or List Price is defined as the product sales price list published in some form by the manufacturer or publisher of the product and available to and recognized by the trade. A price list prepared solely for this solicitation is not acceptable. If Vendor offers government and educational pricing, both pricing structures must be included in Vendor's response.
5) **Services Description and Pricing – Bid Package 2**
   Vendor shall provide a detailed description and the specific pricing for any value-added, product-related service that Vendor is proposing to offer in response to this RFO. Product-related services include but are not limited to product installation, maintenance and support and product training. The discount being offered shall be based upon the MSRP or List Price.
6) **Vendor / Product Accessibility Documentation as required in Section 2, Scope, 2.1 Products.**
7) **Manufacturer Certification Letters Meeting Requirements of Section 3.5.1**
8) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the products and/or related services Vendor is proposing. These Agreements at a minimum must allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services or Contract for Services* (Bid Package 3) and the *Standard Terms and Conditions For Products and Related Services Contracts or the Standard Terms and Conditions For Services Contracts* (Bid Package 4).

9) **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment – Bid Package 6.**

3.7.4 References

Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) to three (3) companies or government agencies in which Law Enforcement IT Hardware, Software and/or Services were provided. Instructions are included in Bid Package 5. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

3.8. Rejection of Responses

DIR has sole discretionary authority and reserves the right to reject any and all responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements shall be rejected. In addition, DIR reserves the right to accept or reject, in whole or in part, any responses submitted and to waive minor technicalities when in the best interest of the State.

3.9. Right to Amend or Withdraw RFO

DIR reserves the right to alter, amend or modify any provision of this RFO, or to withdraw this RFO, in whole or in part, at any time prior to the award of a contract if to do so is in the best interest of the State. DIR reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-TSO-TMP-226 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESBD will in no way release the vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFP.

3.10. Pre-agreement Costs

DIR shall not be responsible or liable for any cost incurred by any Vendor in the preparation and submission of its response to this RFO or for other costs incurred by participating in this procurement process.

3.11. Ownership of Responses

All responses become the property of DIR. DIR reserves the right to use any and all information or materials presented in response to this RFO. Disqualification of a Vendor's response does not eliminate this right.

3.12. Public Information

DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Vendor may not mark its complete proposal "copyrighted" or mark every page as proprietary or confidential but if a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s).

The Office of the Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act DIR shall comply with all decisions of the OAG.

DIR assumes no responsibility for asserting legal arguments on behalf of any Vendor. Vendors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

4. Evaluation, Negotiations, and Award

4.1. Evaluation of Responses

DIR will review proposals to determine responsiveness to this RFO. All determinations about responsiveness to this RFO are final. All proposals determined to be responsive will go through a financial review overseen by the Chief Financial Officer's (CFO's) office. **The financial review is a pass/fail determination that is final**. Only proposals that receive a passing grade will proceed to the Evaluation Committee. DIR will establish an Evaluation Committee to review all responses that have not been rejected. At any time during the evaluation process, DIR may ask any or all Vendors to elaborate on or clarify specific points or portions of their response. DIR's request and Vendor's response shall be in writing. Once initial evaluation of responses has been completed, the Evaluation Committee shall turnover the tabulated scores to the DIR purchasing office and shall conclude their duties.

4.2. Evaluation Criteria

The criteria and weight to be used in determining the best value for the State are as follows:

- 40% - Pricing
- 35% - Vendor's plan for supporting the Contract and Vendor's history and experience in providing the products and services requested. (*Appendix A & B*)
- 15% - Acceptance of standard contract terms and conditions (refer to Section 2.3)
- 10% - Vendor's Customer references. *(Bid Package 5)*

Vendors will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.108(b).

4.3. Best and Final Offer

DIR in its discretion shall make the determination whether to engage in the Best and Final Offer process. The Best and Final Offer process, if held, will also be scored.

DIR reserves the right to continue to evaluate responses until such point as the best value, as defined by Texas Government Code, Section 2157.003, is obtained for the State.

4.4. Negotiations

At the conclusion of the evaluation, as described within Sections 4.1 and 4.3 above, DIR staff shall determine the number of Vendors with which it will start contract negotiations. In its discretion, DIR shall terminate contract negotiations when DIR determines that the best value for the State has been obtained. Then the staff will recommend award of one or more contracts to DIR Executive Management.

4.5. Award of Contract

DIR Executive Management shall make the decision to award any contracts, if in the best interest of DIR and the State to do so. The decision of Executive Management on any award is final. Any award for this RFO shall be posted under requisition number DIR-TSO-TMP-226 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/, upon execution of a contract with one or more Vendors. All responses and working papers pursuant to this RFO are not subject to disclosure under the Public Information Act until all contracts resulting from this RFO have been executed.

Any Contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature.

4.6. Vendor Protest Procedures

Any Vendor who is aggrieved in connection with this RFO, evaluation, or award of a contract may formally protest to DIR in accordance with the Vendor protest procedures posted on the DIR Web site at:

http://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=21

END OF RFO

Appendix A
Vendor Information

This form must be filled out in its entirety and signed by an officer or agent empowered to contractually bind the Vendor.

1) Vendor Legal Entity Name: _____

2) Comptroller of Public Accounts (CPA) Vendor Identification Number: _____

3) Principal place of business
Address:
City:
State:
Zip Code:

4) Facility responsible for servicing the contract
Address:
City:
State:
Zip Code:

5) Contact Person regarding Vendor's response to the RFO
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

6) Contact Person responsible for contract negotiation
Name:
Address:
City, State, Zip:
Phone Number:
Fax:
Email:

7) Indicate whether or not your company is a certified Historically Underutilized Business (HUB) with the State of Texas by the CPA.
_____Yes _____No

8) Provide the year in which your company was created/incorporated.

9) Provide a detailed history of your company.

10) Provide the number of years your company has sold **Law Enforcement products/services** requested in this RFO. Include detailed history of sales to include the name of the customers, types of products/services sold, estimated value of combined sales and any other pertinent information relating the this RFO.

11) Provide the number of years your company has sold **Law Enforcement products/services** requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education. Include detailed history of sales to include the name of the customers, types of products/services sold, estimated value of combined sales and any other pertinent information relating the this RFO.

12) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased Law Enforcement products/services listed in this RFO from your company within the last 12 months.
_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

13) Indicate whether or not your company holds a contract for use by public entities (state agencies, local governments, independent school districts, public universities) in any other states for Law Enforcement products/services requested in this RFO.
_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

14) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell Law Enforcement products and services requested in this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.
_____Yes _____No

If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

15) For each manufacturer Vendor is proposing in the RFO, indicate whether or not the manufacturer has a program to recycle the manufacturer's computer equipment and if they recycle computers from other manufacturers. If you are a reseller, you must indicate whether your company has a recycling program or will use the manufacturer's recycling program for the products listed in this RFO.

Manufacturer Name_____
Recycles their own computers? _____Yes _____No
Recycles other manufacturer's computers? _____Yes _____No
If Reseller, check one that applies:
_____Will use Manufacturer's program
_____Will use Vendor's own program

Provide documentation or citation (url) where the recycling program resides to enable DIR to verify compliance with this requirement. _____

16) Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) to three (3) companies or government agencies in which **Law Enforcement IT Hardware, Software and Services** were provided. Instructions are included in Bid Package 5. DIR is not responsible for undeliverable e-mails or for non-responsive references. If DIR does not receive a vendor reference, Vendor will receive a score of "0" for that reference. Include all requested information. References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation. The Vendor Reference Questionnaire form must be submitted directly from the reference to DIR. The Vendor may not submit the reference form to DIR. Should this occur, the reference will be scored with a zero (0).

17) List below by subsection all exceptions to either the following **in redline form**. Include the basis for each exception and provide proposed alternate language. If Vendor fails to list exceptions in its response, Vendor shall not be permitted to submit exceptions to the same section during the negotiation process or thereafter. In addition, Vendor must note any exception to VPAT and accessibility documentation. Any VPAT exception will not be used in the calculation of the Vendor's score at evaluation.

Vendors who submit a proposal that includes Hardware, Software and/or Services should refer to the following:

- Contract for Products and Related Services (Bid Package 3) and
- Standard Terms and Conditions For Products and Related Services Contracts (Bid Package 4)

OR

Vendors who submit a proposal that includes Services ONLY should refer to the following:

- Contract for Services (Bid Package 3) and
- Standard Terms and Conditions For Services Contracts (Bid Package 4)

Section	Section Title	Explanation of Exception	Proposed Language (redline)

18) <u>Vendor and Subcontractor Conflict of Interest Disclosure</u>
List below all current or former employees of Vendor and/or proposed Vendor personnel with conflict of interests as follows:

1) Any current or former employees of Vendor who will spend 20% or more of their time on a contract resulting from this RFO and are current or former employees of the State of Texas within the past five (5) years; and

2) Any proposed Vendor personnel assigned to work directly on any Contract to arise from this RFO 20% or more of their time who are related within two degrees of consanguinity of any current or former employees of the State of Texas. Disclosure of former state employees may be limited to the last five (5) years.

Vendor Personnel:

Current or Former Employees who are current or former State employees (see Note 1 above)	Vendor Personnel related to State of Texas Employees (see Note 2 above)

Subcontractor personnel:

Current or Former Employees of Subcontractor(s) who are current or former State employees (see Note 1 above)	Subcontractor Personnel related to State of Texas Employees (see Note 2 above)

3) Vendor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003, relating to contracting with the executive head of a state agency. If Section 669.003 applies, Vendor will complete the following information in order for the response to be evaluated: Name of Former Executive, Name of State Agency, Date of Separation for State Agency, Position with Vendor, and Date of Employment with Vendor.

19) Proof of Financial Stability.

All Vendors responding to this RFO and all Vendors that will enter into a contract with DIR must be and remain current in payment of all taxes, including Sales and Franchise Taxes. In general, the Comptroller of Public Accounts must identify the Vendor to be "in good standing" and a Vendor with which the state is authorized to do business.

Vendors must provide a Dun and Bradstreet D-U-N-S number. The D-U-N-S number MUST be included in the Vendor's response. **Failure to include the D-U-N-S number listed for the company shall cause automatic rejection of the response.**

DUNS No. _____

20) Electronic Product Environment Assessment Tool (EPEAT). Indicate whether Vendor's products offered under this RFO are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If Vendor's products are not EPEAT certified, describe Vendor's efforts to attain EPEAT certifications.

21) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:
Fax:
Email:

22) **Statement of Compliance**

A. Checklist for the RFO

The following checklist is provided for the convenience of Vendors in their response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFO. Vendors must ensure that all mandatory requirements for this RFO are met, even if they are not included in this checklist. **The mandatory documentation must be submitted with the original and each copy of the response.**

A completed checklist shall not be binding on DIR's administrative review for compliance with the mandatory response contents specified in this RFO. As step one of the evaluation process, DIR will review all responses to ensure compliance with the mandatory response contents as specified in Section 3.7.3. of the RFO and reject any response that does not comply.

All responses must be received by DIR on or before the date and time specified in Section 3.3.1 of this RFO. No late responses will be reviewed.

Item	Check
Response addressed to: Department of Information Resources 300 W. 15th Street, Suite 1300 Austin, Texas 78701 Attn: Carrie Cooper	
External packaging references "RFO DIR-TSO-TMP-226"	
Package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan	
Package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope	
Package contains two (2) clearly marked additional thumb drive copies of the complete response	
Package contains one (1) thumb drive containing any and all response materials which Vendor asserts are confidential or proprietary (if required)	
Package contains one (1) thumb drive containing any and all copyrighted materials in the Vendor's response (if required)	
Package contains one (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor's response	
Paper response is bound in a 3-ring binder and the cover of the binder references "DIR-TSO-TMP-226" and includes the name and address of the responding Vendor	
Mandatory Response Contents	
Vendor Information - Appendix A	
Contract Support Plan – Appendix B	
HUB Subcontracting Plan Forms – Appendix C	
Product Pricing – Bid Package 2	
Services Description and Pricing – Bid Package 2	
Product Accessibility Documentation, Section 2.1 RFO Requirement	
Mandatory Certification Letter (s), Section 3.5.1	
Software License Agreement(s) and/or Service Agreement(s) if applicable	
Vendor PDAA Assessment – Bid Package 6	

B. Certification Statement

The undersigned hereby certifies on behalf of *insert company name here* that RFO DIR-TSO-TMP-226 has been read and understood. In submitting its response *insert company name here* represents to DIR the following:

i) Vendor is capable of providing the products and services as described in the RFO;

ii) Vendor is offering true and correct pricing and discounts for the products and services;

iii) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;

iv) as of the date of signature below, Vendor is not listed in the prohibited Vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

v) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM*) maintained by the General Services Administration;

vi) Vendor certifies, under Texas Government Code, Sections 2155.004 and 2155.006, that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vii) Vendor certifies that, to the extent applicable to this scope of this RFO, Vendor is in compliance with Health and Safety Code, Chapter 361, Subchapter Y, related to the Computer Equipment Recycling Program, and the related rules found at 30 TAC Chapter 328;

(viii) Vendor 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 the submitted response;

(ix) Vendor has not received compensation for participation in the preparation of specifications for this solicitation as required by Texas Government Code, Section 2155.004(a);

(x) Vendor has not, nor has anyone acting for Vendor, violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(xi) Vendor is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under Section 231.006 of the Texas Family Code and acknowledges the Contract may be terminated and payment withheld if this certification is inaccurate, and any Vendor subject to Section 231.006 must include names and social security numbers of each person with at least 25% ownership of the business entity submitting the response, prior to award;

(xii) Vendor agrees that any payments due under this Contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) Vendor agrees to comply with Texas Government Code, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas;

(xiv) Vendor certifies it is in compliance with Texas Government Code, Section 669.003, relating to contracting with executive head of a state agency;

(xv) Vendor certifies for itself and its subcontractors that it has identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, Vendor certifies it shall disclose for itself and on behalf of subcontractors the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xvi) Vendor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety;

(xvii) Vendor certifies that if a Texas address is shown as the Principle Place of Business in Appendix A, Vendor Information Form, Vendor qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part I, Chapter 20;

(xviii) Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual Customer may require due to state and federal law (e.g., privacy and security requirements); and

(xix) Vendor agrees that these representations will be incorporated into any subsequent agreement(s) between Vendor and Customer that result from this RFO.

_____
Signature of Officer or Agent empowered to contractually bind the Vendor

_____
Title

_____
Date

Appendix B
Contract Support Plan

Vendor must provide a detailed plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded. The plan must include the information listed below.

1) Describe your company's strategy for marketing and selling Law Enforcement products/services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the Marketing elements Vendor would use, such as publishing on the DIR website, email signature tag, Trade Publication Advertisements etc.

2) Describe your company's strategy for providing:
    a. sales,
    b. order processing, and
    c. support of eligible DIR Customers throughout the State of Texas.

3) Provide an overview of the management and customer relationship team that will be responsible for managing the State's relationship in the event of being awarded a contract. Address the following:

    a. Describe the geographical reach of the Vendor, teaming partners and subcontractors (if any), to include, at a minimum, locations of corporate and branch offices as well as locations where work is currently taking place. Explain how these locations and any proposed new locations will be used in the performance of this contract.
    b. Provide names, titles, prior account management experience for accounts of the State's size and type.
    c. Provide an organization chart identifying the chain of command for managing this contract, including resource sourcing responsibility, and organization components that support this contract.

4) Provide the projected total sales of the products and services listed in this RFO that your company anticipates making to eligible DIR Customers within the next 12 months. If available, show the projected sales breakdown between the following segments: State and Local Governments, Higher Education, and K-12.

5) If your company is a manufacturer or publisher naming Order Fulfillers, provide the information listed below for each proposed Order Fulfiller. **Proposed Order Fulfillers listed below must also be included in Appendix C, Vendor's Historically Underutilized Plan (HSP).**

    a) Order Fulfiller name, address, and contact
    b) Comptroller of Public Accounts Vendor Identification number
    c) CPA HUB ethnicity/gender, if applicable
    d) Roles and responsibilities of Order Fulfiller.

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226

Appendix C

Historically Underutilized Business (HUB) Subcontracting Plan

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 *continuous contract** in place for five (5) years or less *meets or exceeds* 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. - YesII Section

  4 - AffirmationII

  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 *continuous contract** in place for five (5) years or less *does not meet or exceed* 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.*

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***
- ***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 it 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 shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

Failure to complete and comply with the current HSP form may disqualify the respondents proposal pursuant to Texas Gov't Code §2161.252(b). The HSP form cannot be altered.

I. DIR's HUB Goal for this bidding opportunity is 21.1 %

II. HSP Form:
RFO HSPs- must utilize the HSP provided
Amended HSPs- must utilize the HSP that is on the DIR website

II. The following documentation should be completed with the HSP:
1) HSP Section 2- identify subcontracting opportunities including "Order fulfiller" (reference Appendix A)

2) HSP Section 4 Affirmation- must be signed and dated;

3) HSP Method B (Attachment B) -must provide documentation under Section B-3 with response (if applicable);

4) Actual % and dollar amounts must be used on HSP form (if applicable); no TBDs

III. For assistance in completing the HSP, contact the HUB Coordinator, at dir.hub@dir.texas.gov or lisa.maldonado@dir.texas.gov 512-463-5662 or lynn.sanchez@dir.texas.gov 512-463-9813.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

E-mail Address: _____ Fax #: _____

b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No

c. Requisition/ Contract # _____ Bid Open/ Revision Date: _____

Enter your company's name here: _____ Requisition /Contract #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

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).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		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 http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/).

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 /Contract #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a.n 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).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		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.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
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/contract #: _____ Rev. 10/14

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "*No*" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ **- Yes** (If ***Yes***, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ **- No** (If ***No***, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

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 thep 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 ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls***).
- 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 availab le 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.

Signature (mm/dd/yyyy)	Printed Name	Title	Date

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)

Rev. 10/14

Enter your company's name here: _____ Requisition/Contract #: _____

IMPORTANT: If you responded "***Yes***" to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at ***http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc***

SECTION A-1 SUBCONTRACTING OPPORTUNITY

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 this attachment.

Item #: _____ **Description:** _____

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. HUB VIN #'s can be located at http://www.window.state.tx.us/procurement/cmbl/hubonly.html

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount (no TBD)	Expected Percentage of Contract (no TBD)
	☐ - 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.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition/Contract #: _____

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at **http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc**

SECTION B-1 SUBCONTRACTING OPPORTUNITY

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 this attachment.

Item #: _____ **Description:** _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of 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-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items **a**, **b**, **c** and **d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women 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 **http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/**

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women 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 and to the minority or women 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 **http://www.window.state.tx.us/procurement//cmbl/cmblhub.html**. HUB Status code "**A**" signifies that the company is a Texas certified HUB.

b. List the three (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 #	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 minority or women 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 minority or women 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 **http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/**

d. List two (2) minority or women 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.

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

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

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Enter your company's name here: _____ Requisition/Contract #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item #: _____ **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 indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID # (Required if Texas certified HUB)	Approximate Dollar Amount (no TBDs)	Expected Percentage of Contract (no TBDs)
	☐ - 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 **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

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 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.

Rev. 10/14

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 three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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**.

Section A — PRIME CONTRACTOR'S INFORMATION

Company Name: _____ **State of Texas VID #:** _____

Point-of-Contact: _____ **Phone #:** _____

E-mail Address: _____ **Fax #:** _____

Section B — CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____ **Phone #:** _____

Requisition/Contract #: _____ **Bid Open Date:** _____

SECTION: C — SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than _____ **on** _____.
Central Time — Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).
(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 and 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.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226
Bid Package 2

Instructions

For the purposes of this RFO, the DIR administrative fee of 0.75% IS NOT calculated in the Pricing Sheet.
Volume bands have been created for evaluation purposes only

1. Vendor shall provide the brands and pricing for products/services applicable to their response.
2. If firm fixed pricing is requested, Vendor shall provide firm fixed pricing expressed in dollars and cents. If a discount is requested, the discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP) or List Price and the specific final price shall be stated.
3. Discounts can be listed by manufacturer, manufacturer product/service/training line, or product/service/training category.
4. Vendors may not propose a range of discounts for a product (e.g., 0% - 99%).
5. If Vendor is proposing multiple discounts for the same product, the products must be listed separately with the associated discount or grouped with an associated discount. For example:

   Product ABC
   Product ABC Software or Hardware, Site Licenses - Customer Discount - 10%
   Product ABC Software or Hardware, Volume Licenses - Customer Discount - 15%
   Product ABC Software or Hardware, All other products - Customer Discount - 8%
6. Vendor shall provide a description of MSRP or the method utilized to derive MSRP.
7. Price to the Customer shall include all shipping and handling fees.
8. **Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Cameras**
9. Volume Bands must adhere to pricing structure listed in Pricing Sheets 1 and 2.

Proposed pricing shall be acceptable for at least 120 days from the date of the response submittal.

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226
Bid Package 2

Pricing Sheet 1 - REQUIRED
A representative sample of Products/Services is provided in the tables below. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Camera

Hardware Products	Hardware Description	MSRP / unit	DIR Discount % off MSRP	DIR Discounted Price (MSRP - Discount %) / unit
1	ABC Hardware	$500.00	20.00%	$400.00
02 - 99		$500.00	30.00%	$350.00
100 - 249		$500.00	40.00%	$300.00
250 - 499		$500.00	50.00%	$250.00
500 - 999		$500.00	60.00%	$200.00
1000+		$500.00	65.00%	$175.00
Software Products	**Software Description**	**MSRP / unit**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %) / unit**
1	ABC Software	$100.00	20.00%	$80.00
02 - 99		$100.00	30.00%	$70.00
100 - 249		$100.00	40.00%	$60.00
250 - 499		$100.00	50.00%	$50.00
500 - 999		$100.00	60.00%	$40.00
1000+		$100.00	65.00%	$35.00
Services	**Service Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**
1	ABC Services	$2,500.00	6.00%	$2,350.00
02 - 99		$2,500.00	8.00%	$2,300.00
100 - 249		$2,500.00	10.00%	$2,250.00
250 - 499		$2,500.00	15.00%	$2,125.00
500 - 999		$2,500.00	20.00%	$2,000.00
1000+		$2,500.00	25.00%	$1,875.00
Turnkey	**Optional Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**

NOTE: For the purpose of this Evaluation, theses prices DO NOT include the Administrative Fee which may be included in the total cost to the Customer at the Point of Sale.

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226
Bid Package 2

Pricing Sheet 2 - BODY WORN CAMERAS ONLY
A representative sample of Body Worn Camera Products/Services is provided in the tables below. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Cameras
This Pricing Sheet is for Body-Worn Cameras Hardware, Software and Services ONLY

Hardware Products	Hardware Description	MSRP / unit	DIR Discount % off MSRP	DIR Discounted Price (MSRP - Discount %) / unit
1	ABC Hardware	$500.00	20.00%	$400.00
02 - 99		$500.00	30.00%	$350.00
100 - 249		$500.00	40.00%	$300.00
250 - 499		$500.00	50.00%	$250.00
500 - 999		$500.00	60.00%	$200.00
1000+		$500.00	65.00%	$175.00
Software Products	**Software Description**	**MSRP / unit**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %) / unit**
1	ABC Software	$100.00	20.00%	$80.00
02 - 99		$100.00	30.00%	$70.00
100 - 249		$100.00	40.00%	$60.00
250 - 499		$100.00	50.00%	$50.00
500 - 999		$100.00	60.00%	$40.00
1000+		$100.00	65.00%	$35.00
Services	**Service Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**
1	ABC Services	$2,500.00	6.00%	$2,350.00
02 - 99		$2,500.00	8.00%	$2,300.00
100 - 249		$2,500.00	10.00%	$2,250.00
250 - 499		$2,500.00	15.00%	$2,125.00
500 - 999		$2,500.00	20.00%	$2,000.00
1000+		$2,500.00	25.00%	$1,875.00
Turnkey	**Optional Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**

NOTE: For the purpose of this Evaluation, theses prices DO NOT include the Administrative Fee which may be included in the total cost to the Customer at the Point of Sale.

BID PACKAGE 3

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR LEGAL ENTITY NAME

1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR LEGAL ENTITY NAME* ("Vendor"), with its principal place of business at *VENDOR ADDRESS*.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-*XXX*, on *POSTING DATE*, for *NAME OF RFO*. *DIR subsequently issued a BAFO opportunity on BAFO DATE*. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-*XXX* shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Agreement; *Exhibit 1, Vendor's Response to BAFO, including all addenda; Exhibit 2, the BAFO, including all addenda;* Exhibit *[3] 2*, Vendor's Response to RFO DIR-TSO-TMP-*XXX*, including all addenda; and Exhibit *[4] 3*, RFO DIR-TSO-TMP-*XXX*, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, *then Exhibit 1, then Exhibit 2*, then Exhibit *3*, and finally Exhibit *4*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

SAMPLE

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to *insert product and RFO scope description here* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to *insert* ***SPECIFIC*** *services here* as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is *insert number* percent (*insert number*%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $*insert dollars*.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759

SAMPLE

Email: dana.collins@dir.texas.gov

If sent to the Vendor:
Vendor Representative
Company Name
Address
City, State Zip
Phone: ( ) -
Facsimile: ( ) -
Email:

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix *X* of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix *X*. Vendor and Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

SAMPLE

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Contract or any Appendices.

No exceptions have been agreed to by DIR and Vendor.

SAMPLE

This Contract is executed to be effective as of the date of last signature.

VENDOR LEGAL ENTITY NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _____

Name: _ Dale Richardson_____

Title: __Chief Operations Officer_____

Date: _____

Office of General Counsel: _____

SAMPLE

BID PACKAGE 3

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

VENDOR LEGAL ENTITY NAME

1. Introduction

A. Parties

This Contract for Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR LEGAL ENTITY NAME* ("Vendor"), with its principal place of business at *VENDOR ADDRESS*.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-*XXX*, on *POSTING DATE*, for *NAME OF RFO*. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-*XXX* shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; *Exhibit 1, Vendor's Response to BAFO, including all addenda; Exhibit 2, the BAFO, including all addenda;* Exhibit *[3]* 2, Vendor's Response to RFO DIR-TSO-TMP-*XXX*, including all addenda; and Exhibit *[4]* 3, RFO DIR-TSO-TMP-*XXX*, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then *Exhibit 1, then Exhibit 2*, then Exhibit *3*, and finally Exhibit *4*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. Protracted contract negotiations may, in DIR's sole discretion, result in fewer optional renewal terms.

SAMPLE

3. Service Offerings

Services available under this Contract are limited to *insert services and RFO scope description here* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

Insert details regarding the services here

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is *insert number* percent (*insert number* %). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $*insert dollars*.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

<u>If sent to the State</u>:
Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

<u>If sent to the Vendor</u>:
Vendor Representative
Company Name

SAMPLE

Address
City, State Zip
Phone: ( ) -
Facsimile: ( ) -
Email:

7. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Authorized Exceptions to Contract and any Appendices.

No exceptions have been agreed to by DIR and Vendor.

SAMPLE

This Contract is executed to be effective as of the date of last signature.

VENDOR LEGAL ENTITY NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _____

Name: __Dale Richardson_____

Title: __Chief Operations Officer_____

Date: _____

Office of General Counsel: _____

SAMPLE

BID PACKAGE 4 - Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

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Appendix A
Standard Terms and Conditions For Product and Related Services Contracts

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

3. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

5) A local workforce development board created under Section 2308.253;

6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be

performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

H. State – refers to the State of Texas.

4. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term

or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor or Order Fulfiller shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and

its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer

confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs,

including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller List

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with

the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 7.B.1.a above.

3) Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include the product and services offered, product and service specifications, specific contract pricing expressed in dollars as well as discount off MSRP or List Price, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the

pricing as stated in the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller Logo

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any

required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

J. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

8. Pricing, Purchase Orders, Invoices, and Payments

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

1) Price increase or decrease change requests must be requested with a signed cover letter indicating the change in price. Price increase requests must be accompanied by a copy of the manufacturer or publisher's price list.

2) Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

3) Requests for price increases will be accepted or rejected by DIR within thirty (30) calendar days after receipt of a properly submitted request. Increases that are not accepted within thirty (30) calendar days will be deemed rejected. If a properly submitted increase is rejected, Vendor may request that the product or service rejected be removed from the Contract. The product or service will be removed from the Contract upon execution of a written Contract amendment, which shall be transmitted to Vendor by DIR within thirty (30) calendar days after receipt of the written request to remove the product or service and executed by both parties without undue delay. Existing pricing must be honored up to the date of execution of the Contract amendment. Prices may not be increased for at least ninety (90) calendar days after the contract start date. Price reductions will be accepted at any time.

H. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

I. Invoices

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

9. Contract Administration

A. Contract Managers

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall provide a dedicated Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the administrative fee due for the reporting period, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the

Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State

Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii)

DIR Cooperative Contracts E-Mail Box information.

10. Vendor Responsibilities

A. Indemnification

1) INDEPENDENT CONTRACTOR
VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) Acts or Omissions
Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a

manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend 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 the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(x) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xi) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xii) have identified all current or former, within the last five years, employees of the State assigned to work on the DIR Contract 20% or more of their time and have disclosed them to DIR and have disclosed or do not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xiii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xiv) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvi) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be

otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Appendix A to the RFO and/or Section 10.C. (xii) and (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor

and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises

and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of $1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of $2,000,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured;
d) 30-day Notice of Termination in favor of DIR and/or Customer; and
e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND $1,000,000 PER DISEASE PER EMPLOYEE.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;
b) 30-day Notice of Termination; and

c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security¹s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and

- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Product and/or Services Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Products and/or Services

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessiblity of Public Information

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Requirements

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

11. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for

any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and

terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

BID PACKAGE 4 - Appendix A
Standard Terms and Conditions For Services Contracts

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BID PACKAGE 4 - Appendix A
Standard Terms and Conditions For Services Contracts

1. No Quantity Guarantees

The Contract is not exclusive to the Vendor. Customers may obtain services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of services will be procured through the Contract.

2. Definitions

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

5) A local workforce development board created under Section 2308.253;

6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for

performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

G. State – refers to the State of Texas.

3. General Provisions

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Vendor may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendor.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full

force and effect.

D. Assignment

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party and, for Vendor, a mutually agreed written Contract amendment. Any other assignment by a party shall require the written consent of the other party and a mutually agreed written Contract amendment.

E. Survival

All applicable service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Vendor shall survive expiration or termination of the Contract. Rights and obligations under this Contract which by their nature should survive, including, but not limited to any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality; and indemnification will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

4. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals,

instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating

to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by

Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is

intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

5. Terms and Conditions Applicable to State Agency Purchases Only

A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services

do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

6. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for services available under the Contract shall be processed through the Contract.

B. Internet Access to Contract and Pricing Information

1) Vendor Website

Within thirty (30) calendar days from the effective date of the Contract, Vendor will establish and maintain a website specific to the service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the services offered, service specifications, specific contract pricing expressed in dollars as well as discount off MSRP or List Price, contact information for Vendor, instructions for obtaining quotes and placing Purchase Orders. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph D of this Section, and contain a link to the DIR website for the Contract.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Website Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is compliant with the pricing as stated in the Contract.

4) Website Changes

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion,

without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

C. Services Warranty and Return Policies

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning services warranties and returns. Such policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like services.

D. DIR Logo

Vendor may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo, (iii) the DIR logo is only used to communicate the availability of services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

E. Vendor Logo

DIR may use the Vendor's name and logo in the promotion of the Contract to communicate the availability of services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

F. Trade Show Participation

At DIR's discretion, Vendor may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or

similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's booth.

G. Performance Review Meetings

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

H. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of service sold under the Contract. The report shall contain: service description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the services.

7. Pricing, Purchase Orders, Invoices, and Payments

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same

terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended days to reflect the lower price.

D. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

F. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (http://www.window.state.tx.us/procurement/prog/stmp/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

1) Price increase or decrease change requests must be requested with a signed cover letter indicating the change in price. Price increase requests must be accompanied by a copy of the manufacturer or publisher's price list.

2) Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

3) Requests for price increases will be accepted or rejected by DIR within thirty (30) calendar days after receipt of a properly submitted request. Increases that are not

accepted within thirty (30) calendar days will be deemed rejected. If a properly submitted increase is rejected, Vendor may request that the product or service rejected be removed from the Contract. The product or service will be removed from the Contract upon execution of a written Contract amendment, which shall be transmitted to Vendor by DIR within thirty (30) calendar days after receipt of the written request to remove the product or service and executed by both parties without undue delay. Existing pricing must be honored up to the date of execution of the Contract amendment. Prices may not be increased for at least ninety (90) calendar days after the contract start date. Price reductions will be accepted at any time.

H. Purchase Orders

All Customer Purchase Orders will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by Vendor.

I. Invoices

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

The administrative fee specified in the contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

8. Contract Administration

A. Contract Managers

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Managers will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's performance under the terms and conditions of the Contract, and ii) periodic verification of pricing and, iii) verification of monthly

reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall provide a dedicated Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all services purchased under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract books at DIR's expense.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at ict.sales@dir.texas.gov. Reports are due on the fifteenth (15th) calendar day after the close of the previous month period. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the administrative fee due for the reporting period, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General

Appropriations Act. Payment of the administrative fee shall be due on the fifteenth (15th) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

1) Acceptance of funds under the Contract by Vendor acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended

price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR ICT Cooperative Contracts E-Mail Box information.

9. Vendor Responsibilities

A. Indemnification

1) Independent contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification

made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX

LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend 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 the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the

Treasury, Office of Foreign Assets Control;

(ix) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(x) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xi) have identified all current or former, within the last five years, employees of the State assigned to work on the DIR Contract 20% or more of their time and has disclosed them to DIR and has disclosed or does not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;

(xii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xiii) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(xiv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xv) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Ability to Conduct Business in Texas

Vendor and its Order Fulfillers shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

E. Equal Opportunity Compliance

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

F. Use of Subcontractors

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

G. Responsibility for Actions

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under the Certification Statement of Appendix A to the RFO and/or Section 9.C. (xi) and (xii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

H. Confidentiality

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

I. Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

J. Background and/or Criminal History Investigation

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

K. Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

L. Overcharges

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

M. Prohibited Conduct

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation,

partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A rated by A.M. Best, licensed in the State of Texas, and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include a combined single limit of $1,000,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate limit of $2,000,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured;
d) 30-day Notice of Termination in favor of DIR and/or Customer; and
e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE POLICY LIMIT AND $1,000,000 PER DISEASE PER EMPLOYEE.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;
b) 30-day Notice of Termination; and
c) Additional Insured.

O. Use of State Property

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

P. Immigration

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Executive Order No. RP-80, issued by the Governor of Texas on December 3, 2014, and as subsequently clarified, the Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security¹s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

Q. Public Disclosure

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

R. Product and/or Services Substitutions

Substitutions are not permitted without the written permission of DIR or Customer.

S. Secure Erasure of Hard Disk Managed Services Products and/or Services

Vendor agrees that all managed service products and/or services equipped with hard disk drives (e.g., computers, telephones, printers, fax machines, scanners, multifunction devices) shall have the capability to securely erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.

T. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

U. Drug Free Workplace Policy

The Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

W. Vendor Reporting Responsibilities

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

10. Contract Enforcement

A. Enforcement of Contract and Dispute Resolution

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.108(b)) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in

the Purchase Order in accordance with Section 3.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

5) Customer Rights Under Termination

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

6) Vendor or Order Fulfiller Rights Under Termination

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

11. Notification

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

12. Captions

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Bid Package 5

Department of Information Resources

Law Enforcement IT Hardware, Software and Services

Request for Offer DIR-TSO-TMP-226

Vendor References

VENDOR REFERENCES
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226

REFERENCE DEADLINE TO DIR: No later than July 2, 2015 – 2:00 pm CT

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for Law Enforcement IT Hardware, Software and Services. The reference should only be applicable to Law Enforcement IT Hardware, Software and/or Services.

The Vendor that is responding to this RFO is providing this document for you to fill out and return directly to DIR at the following email address: Law.Enforcement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
Law Enforcement IT Product/Services Category_____
Prime Contractor _____
Subcontractor(s) _____
Dates of Performance: Starting Date _____ **Ending Date** _____
Total Est. Contract Dollar Amount_____

This portion to be completed by the Customer providing reference and returned to DIR at Law.Enforcement@dir.texas.gov .

Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exceeds Expectations; N/A. Not Applicable
Definitions for each rating category are contained on the following page.

Please provide your opinion by rating the following:

Quality of Law Enforcement IT Products and Services

1. Have you purchased any Law Enforcement IT Hardware, Software or Services from this Vendor in the past 2 years? Yes___ No____
2. Vendor's ability to provide the products or services in a timely manner? 0.___ 1.___ 2.___ 3.___ N/A____
3. Vendor's knowledge of and ability to answer questions regarding the products? 0.___ 1.___ 2.___ 3.___ N/A____
4. Vendor's ability to resolve problems? 0.___ 1.___ 2.___ 3.___ N/A____

Cost

5. Timely, current, accurate & complete invoices 0.___ 1.___ 2.___ 3.___ N/A____

Timeliness of Performance

6. Adherence to delivery schedule (major tasks, milestones) 0.___ 1.___ 2.___ 3.___ N/A____

Business Relations & Customer Satisfaction

7. Effectively communicated with customer management & staff 0.___ 1.___ 2.___ 3.___ N/A____
8. Vendor personnel (professional, cooperative & flexible) 0.___ 1.___ 2.___ 3.___ N/A____
9. Vendor's attitude toward customer service 0.___ 1.___ 2.___ 3.___ N/A____
10. Overall Satisfaction with Vendor 0.___ 1.___ 2.___ 3.___ N/A____

Comments: (Please use additional page if necessary)

_____
_____

In your opinion, should this Vendor be used again for Law Enforcement IT Hardware, Software or Services?
Yes_____ No _____

In your opinion, should this Vendor be recommended to others? Yes_____ No _____

Rater's Name:_____ Date:_____
Organization:_____
Title:_____
Phone Number:_____ Fax Number:_____ Email address:_____

Vendor Reference Evaluation
Scoring

Excellent (3) There are no quality problems.	There are no cost issues.	There are no delays.	Responses to inquiries, technical, service, and administrative issues are effective and responsive.
Satisfactory (2) Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is usually effective and responsive.
Marginal (1) Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is somewhat effective and responsive.
Unsatisfactory (0) Nonconformances are compromising the achievement of contract requirements.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements.	Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Department of Information Resources

Request for Offer
DIR-TSO-TMP-226

Law Enforcement IT Hardware, Software and Services

Bid Package 6

Vendor ICT Accessibility Policy Assessment

Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.

Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. This assessment is not a substitute for other requested accessibility information such as VPATs. All questions, inquiries, etc. should only be directed to Carrie Cooper: Phone: 512-936-2353 Fax: 512-936-6896 Email: carrie.cooper@dir.texas.gov

Organization information

Organization name: _____
Organization address: _____
Responder contact information: _____
Date of assessment completion: _____

My organization is a (choose one or more if applicable)

- ☐ Manufacturer: My organization develops and sells its own ICT products / services
- ☐ Service Provider: My organization sells IT development services
- ☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- ☐ Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses

1. Develop, implement, and maintain an ICT accessibility policy.

0 My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**

1a. Having an ICT accessibility policy.

1 My organization is developing an ICT accessibility policy.
2 My organization is finalizing an ICT accessibility policy.
3 My organization has approved an ICT accessibility policy.

1b. Having appropriate plans in place to implement and maintain the policy.

1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
3 My organization has approved plans for accessibility policy implementation and maintenance.

1c. Establishing metrics and tracking progress towards achieving compliance to the policy.

1 My organization is identifying metrics that can be used to gauge policy compliance.
2 My organization is collecting metrics and has begun designing progress reporting based on them.
3 My organization is tracking progress on policy adoption and continues to refine the metrics.

Section 1 Comments (Provide any comments or additional information on this section here.)

2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.

0 My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**

2a. Developing an organization wide governance system.

1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
2 My organization is finalizing plans that will result in an organization wide governance system.

3 My organization has approved plans for an organization wide governance system.

2b. Designating one or more individuals responsible for implementation.

2 My organization has identified key individuals in the implementation process.
3 My organization has assigned implementation duties and responsibilities to appropriate individuals.

2c. Implementing reporting/decision mechanism and maintain records.

1 My organization is developing tools and procedures for tracking ICT accessibility issues.
2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
3 My organization uses reports to make organizational changes to improve ICT accessibility.

Section 2 Comments (Provide any comments or additional information on this section here.)

3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.

Manufacturers: Address processes that pertain to your development of ICT products.
Service providers: Address processes that pertain to your development of ICT services.
Integrators: Address processes that pertain to your ICT integration services and solutions.
Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.

0 My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**

3a. Identifying candidate processes for criteria integration.

1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
3 My organization has approved plans to integrate accessibility criteria into these processes.

3b. Implementing process changes.

1 My organization has begun modifying its key business processes to integrate accessibility criteria.
2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.

3c. Integrate fully into all key processes.

2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.

Section 3 Comments (Provide any comments or additional information on this section here.)

4. Provide processes for addressing inaccessible ICT.

Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.
Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.
Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.
Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.

0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**

4a. Creating plans that include dates for compliance of inaccessible ICT.

1 We are developing plans to identify and test ICT developed and sold by our organization.
2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.
3 We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.

4b. Providing alternate means of access until the ICT is accessible.

0 We do not have plans for providing alternate means of access for our organization's ICT offerings.
1 We are developing plans for providing alternate means of access for our organization's ICT offerings.
2 We are implementing methods providing alternate means of access for our organization's ICT offerings.
3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.

4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects

1 We are developing a corrective actions process for handling accessibility technical issues and defects
2 We are implementing a corrective actions process for handling accessibility technical issues and defects
3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.

4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.

1 We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
1 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
2 We have a record keeping system for tracking the accessibility status of current and future products / services.
2 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
3 We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.
3 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.

4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)

1 We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
2 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.
3 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

Section 4 Comments (Provide any comments or additional information on this section here.)

5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.

0 We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. **(If selected, skip to next section or provide comments at the end of this section.)**

5a. Defining skills/job descriptions.

1 We have defined general skills and knowledge needs for ICT accessibility.
2 We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)
3 We have mapped key accessibility skills and knowledge needs to specific fields of practice.

5b. Identifying existing resources that match up and address gaps.

2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.
3 We have organized the gaps in order of priority.

5c. Managing progress in acquiring skills and allocating qualified resources.

1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.
1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.
2 We have developed a process to track resource training and augmentation.
3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

Section 5 Comments (Provide any comments or additional information on this section here.)

6. Make information regarding ICT accessibility policy, plans, and progress available to customers.

0 We do not have a plan to make our accessibility policy or other accessibility information publically available. **(If selected, skip to next section or provide comments at the end of this section.)**

6a. ICT Accessibility policy and VPAT documentation availability

1 Our ICT accessibility policy is publicly available.
1 Our accessibility policy and documentation (VPATs, etc.) for some products is publicly available or available upon request.
2 Our accessibility policy and documentation (VPATs, etc.) for all released products is complete and publicly available or available upon request.

6b. Availability of other accessibility documentation beyond policy and VPATs

2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.
3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.

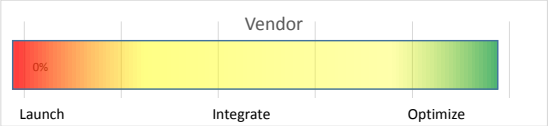
6c. ICT Accessibility policy and documentation availability

2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.
3 We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Section 6 Comments (Provide any comments or additional information on this section here.)

Results

Vendor	
Total Points	0
Percent Complete	0%



Frequently Asked Question (FAQ) for Vendors regarding Policy-Driven Adoption for Accessibility (PDAA)

1. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that Vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

- Integrating accessibility policies and practices into their business and culture enables organizations to drive themselves towards the creation of accessible offerings over the long term.
- Enabling products for accessibility requires integrating accessibility criteria into all phases of a product life cycle, and other business processes where accessibility plays a role.
- Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards. Gaps in Vendor internal governance systems and leadership commitment inhibit their ability to meet these standards.
- Agency procurement organizations need assurances that vendors have the ability to produce accessible offerings and continue to improve them over time.

2. Why are buying organizations requesting information on company accessibility policy?

Making an organization's information and communications technology (ICT) offerings accessible to people with disabilities requires commitment in many areas of that organization. PDAA data helps buying organizations understand a Vendor's accessibility policy, progress and commitment to accessibility holistically.

A mature accessibility policy implementation signals that the Vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the Vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in how they go about meeting the technical requirements. Accessibility that is planned, designed, and built in from the beginning consistently results in a friendlier product for all users, including those with disabilities.

3. Why is PDAA information important to the buying organization?

The requested information provides insight into Vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings, which can increase the procuring organizations' confidence in the accuracy of Vendor's accessibility documentation.

Current ICT accessibility reporting formats such as VPATs (Voluntary Product Assessment Templates) only apply to COTS products and services. In many cases, Vendor VPATs lack credibility due to limited knowledge about their offerings' accessibility. Additionally, there is no standard reporting format for non-COTS offerings such as development services for websites, web applications, system software, etc.

4. How will this information be used?

The initial completed form will establish a baseline for where a vendor stands with regard to its ICT accessibility policy. The baseline illustrates the depth and maturity of the Vendor's support for accessibility policy and practices as illustrated via the PDAA Maturity Model (Link on next line. If prompted for a password, select "cancel")
(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

The questionnaire may also be included in future solicitations so that progress can be assessed. The Vendor responses from the questionnaire may be considered as an element in Vendor selection; however, this would be determined by the procuring organization.

Additionally, Vendor organizations can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

5. We already submit VPATs as part of solicitation responses. Is that adequate?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. The expectation is that organizations with mature approaches to PDAA will greatly improve the levels of accessibility in products. It should also result in well documented, accurate VPATs, improving their value in product-level assessments

6. What is the PDAA Maturity Model?

Based on the Capability Maturity Model (CMM) concept, the PDAA Maturity Model (Link on next line) provides buying organizations and vendors with a simple dashboard or matrix to track and demonstrate Vendors' progress toward full system-wide support of accessibility.

(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

7. Where can I obtain more information on Accessibility Policy implementation for my organization?

(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)

Or contact the Statewide EIR Accessibility Coordinator via Email at:
statewideaccessibilitycoordinator@dir.texas.gov

For government organizations/agencies

8. What is PDAA?

Policy-driven Adoption for Accessibility (PDAA) is a tool that Vendors can use to demonstrate the extent to which their organization has implemented accessibility best practices within operations. The PDAA concept is based on the following principles:

- Integrating accessibility policies and practices into their business and culture enables organizations to drive themselves towards the creation of accessible offerings over the long term.
- Enabling products for accessibility requires the integration of accessibility criteria in all phases of a product life cycle, and other business process where accessibility plays a role.
- Many state and federal agencies are required by law to procure or develop accessible offerings based on technical standards, but gaps in internal governance and commitment by industry inhibits the adoption and implementation of these standards.
- Agency procurement organizations need assurances that vendors have the ability to produce accessible offerings and continue to improve them over time.

9. Does the PDAA replace VPATs?

No. VPATs (Voluntary Product Assessment Templates) are product-specific. PDAA is a holistic presentation of the organization's approach to accessibility. VPATs are still a valuable tool at the product level, and the expectation is that vendors with mature approaches to PDAA will have accurate and informative VPATs.

10. Why a "maturity model" of evaluation?

Successfully enabling an organization for ICT accessibility requires implementation within various areas of an organization. As with any organization-wide initiative, implementation cannot occur all at once. The PDAA Maturity Model is used to gauge progress towards the complete implementation of PDAA core criteria. (Link on next line. If prompted for a password, select "cancel")
(http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx)

11. Why should we support vendors who have mature PDAA practices?

A mature accessibility policy implementation signals that the vendor is fully aware of the implications of accessibility requirements and is prepared to resolve any issues in a timely manner with minimal friction. It also makes it more likely that the vendor understands that accessibility is more than meeting a set of technical guidelines or standards, and that usability will be a factor in how they go about meeting the technical requirements. Accessibility that is planned, designed, and built in from the beginning consistently results in a friendlier product for all users, including those with disabilities.

12. How should we score PDAA information?

In general, the PDAA questionnaire is meant to ensure that the same information is collected from all bidders, and how the agency uses that information will depend on circumstances. While scoring has not yet been established for PDAA, the responses from the questionnaire may be used as criteria in selecting offerings or Vendors by the procuring organization. PDAA evaluation is an area that will need some practical experience, and we hope that organizations will share what they learn.

13. Where does the PDAA information fit within the procurement process?

Using consistent information in evaluating bids is a key element of open and competitive public procurements. The information given in a PDAA report can help judge the ability of a Vendor to: complete a VPAT correctly, produce accessible custom ICT offerings (web sites, web applications, software, etc.), resolve accessibility defects when discovered, and otherwise be a partner in helping you meet your compliance obligations. The specific role of PDAA responses may be determined in part by the procurement laws, policies and practices for your organization.

14. What happens if the vendor claims the information is confidential or a trade secret?

Vendors often claim this for information required in procurements. Your organization's procurement laws, policies, or practices may already address how you handle such claims.

15. What other states are using the PDAA model?

The PDAA model is in its early stages. A coalition of states are working with several national associations to harmonize the criteria for this model, and for obtaining and evaluating PDAA information. The goal is for more states and other government entities to adopt the PDAA model in their procurement processes.

16. Where can I obtain more information on Accessibility Policy implementation for my organization?

(http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement)
Or contact the Statewide EIR Accessibility Coordinator at:
statewideaccessibilitycoordinator@dir.texas.gov

EXAMPLE

Dept. of Information Resources

Vendor ICT Accessibility Policy Assessment

This Information and Communications Technology (ICT) accessibility assessment is for vendor organizations to describe how they are currently implementing accessibility policy and practices within their organizations.

Please complete this form by checking a box for each topic that most closely match the current state of your organization. A completed example is available using the "Example" tab of the worksheet. The assessment is not a substitute for other requested accessibility information such as VPATs. All questions, inquiries, etc. should only be directed to Carrie Cooper: Phone: 512-936-2353 Fax: 512-936-6896 Email: carrie.cooper@dir.texas.gov

Organization information

Organization name: __Company X_____
Organization address: _ 1111 State Blvd. Anytown, TX 78701
Responder contact information: _____myemailaddress@yahoo.com_____
Date of assessment completion: ____1/1/15_____

My organization is a (choose one or more if applicable)

- ☐ **Manufacturer: My organization develops and sells its own ICT products / services**
- ☐ Service Provider: My organization sells IT development services
- ☐ Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
- ☐ Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS 3rd party products

For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today.

Responses	
	1. Develop, implement, and maintain an ICT accessibility policy.
	0 My organization has no plan to have an ICT accessibility policy. **(If selected, skip to next section or provide comments at the end of this section)**
2	**1a. Having an ICT accessibility policy.**
	1 My organization is developing an ICT accessibility policy.
	2 My organization is finalizing an ICT accessibility policy.
	3 My organization has approved an ICT accessibility policy.
1	**1b. Having appropriate plans in place to implement and maintain the policy.**
	1 My organization is developing plans to implement our ICT accessibility policy and ensure that it is maintained.
	2 My organization has completed planning for initial implementation and maintenance of our accessibility policy.
	3 My organization has approved plans for accessibility policy implementation and maintenance.
1	**1c. Establishing metrics and tracking progress towards achieving compliance to the policy.**
	1 My organization is identifying metrics that can be used to gauge policy compliance.
	2 My organization is collecting metrics and has begun designing progress reporting based on them.
	3 My organization is tracking progress on policy adoption and continues to refine the metrics.
	Section 1 Comments (Provide any comments or additional information on this section here.)
	2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.
	0 My organization has no plan to develop a governance system to support ICT accessibility. **(If selected, skip to next section or provide comments at the end of this section)**
1	**2a. Developing an organization wide governance system.**
	1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility.
	2 My organization is finalizing plans that will result in an organization wide governance system.
	3 My organization has approved plans for an organization wide governance system.
2	**2b. Designating one or more individuals responsible for implementation.**
	2 My organization has identified key individuals in the implementation process.
	3 My organization has assigned implementation duties and responsibilities to appropriate individuals.
	2c. Implementing reporting/decision mechanism and maintain records.
1	1 My organization is developing tools and procedures for tracking ICT accessibility issues.
	2 My organization is tracking and keeping records of ICT accessibility reporting and decisions.
	3 My organization uses reports to make organizational changes to improve ICT accessibility.
	Section 2 Comments (Provide any comments or additional information on this section here.)
	3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.
	Manufacturers: Address processes that pertain to your development of ICT products.
	Service providers: Address processes that pertain to your development of ICT services.
	Integrators: Address processes that pertain to your ICT integration services and solutions.
	Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings.
	0 My organization has no plan to integrate accessibility criteria into key business processes. **(If selected, skip to next section or provide comments at the end of this section.)**
1	**3a. Identifying candidate processes for criteria integration.**
	1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps.
	2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes.
	3 My organization has approved plans to integrate accessibility criteria into these processes.
1	**3b. Implementing process changes.**
	1 My organization has begun modifying its key business processes to integrate accessibility criteria.
	2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes.
	3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes.
	3c. Integrate fully into all key processes.
	2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings.
	3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings.
	Section 3 Comments (Provide any comments or additional information on this section here.)
	4. Provide processes for addressing inaccessible ICT.
	Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d.
	Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d.
	Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d.
	Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e.
	0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. **(If selected, skip to next section or provide comments at the end of this section.)**
2	**4a. Creating plans that include dates for compliance of inaccessible ICT.**
	1 We are developing plans to identify and test ICT developed and sold by our organization.
	2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance.
	3 We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance.
2	**4b. Providing alternate means of access until the ICT is accessible.**
	0 We do not have plans for providing alternate means of access for our organization's ICT offerings.
	1 We are developing plans for providing alternate means of access for our organization's ICT offerings.
	2 We are implementing methods providing alternate means of access for our organization's ICT offerings.
	3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings.
2	**4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects**
	1 We are developing a corrective actions process for handling accessibility technical issues and defects
	2 We are implementing a corrective actions process for handling accessibility technical issues and defects
	3 We have fully implemented an integrated corrective actions process for handling accessibility technical issues and defects.
1	**4d. Maintaining records of identified inaccessible ICT, corrective action, and tracking.**
	1 We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
	1 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
	2 We have a record keeping system for tracking the accessibility status of current and future products / services.
	2 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
	3 We have a record keeping system for tracking the accessibility status of current and future products / services and use this system to improve the accessibility of our offerings.

EXAMPLE

3 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects and use this system to improve the accessibility of our offerings.

4e. Maintaining records of identified inaccessible ICT, corrective action, and tracking. (Catalogue Vendor/Reseller only)

1 We have a plan to develop a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

2 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization.

3 We have a record keeping system for obtaining and tracking accessibility documentation for vendor products and services offered through our organization, and use this system to improve the accessibility of our offerings.

Section 4 Comments (Provide any comments or additional information on this section here.)

5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.

0 0 We do not have plans in place to define, identify existing, or acquire ICT accessibility skills. **(If selected, skip to next section or provide comments at the end of this section.)**

5a. Defining skills/job descriptions.

1 We have defined general skills and knowledge needs for ICT accessibility.

2 We have identified the fields of practice that require at least some level of accessibility knowledge and/or skills (examples include, but are not limited to: product manager, project manager, product/system designer, application architect, application developer, quality assurance tester, and /or training/instructional designer.)

3 We have mapped key accessibility skills and knowledge needs to specific fields of practice.

5b. Identifying existing resources that match up and address gaps.

2 We have performed a gap analysis correlating accessibility skills and knowledge and current resources.

3 We have organized the gaps in order of priority.

5c. Managing progress in acquiring skills and allocating qualified resources.

1 We have a high level management plan in place to acquire accessibility skills and/or allocate those resources.

1 We have developed a training plan for in-house resources and identified external resources for training and/or augmentation.

2 We have developed a process to track resource training and augmentation.

3 All resources have the appropriate skills and continuous monitoring and improvement systems are in place.

Section 5 Comments (Provide any comments or additional information on this section here.)

6. Make information regarding ICT accessibility policy, plans, and progress available to customers.

0 We do not have a plan to make our accessibility policy or other accessibility information publically available. **(If selected, skip to next section or provide comments at the end of this section.)**

1 **6a. ICT Accessibility policy and VPAT documentation availability**

1 Our ICT accessibility policy is publicly available.

1 Our accessibility policy and documentation (VPATs, etc.) for <u>some</u> products is publicly available or available upon request.

2 Our accessibility policy and documentation (VPATs, etc.) for <u>all released</u> products is complete and publicly available or available upon request.

6b. Availability of other accessibility documentation beyond policy and VPATs

2 We are beginning to make other accessibility technical information available such as how accessibility testing is performed.

3 We make accessibility information available beyond policy and VPAT information including information on how accessibility testing is performed and other information that demonstrates our organization's capability to produce accessible product / services.

6c. ICT Accessibility policy and documentation availability

2 We are implementing an accessibility support program within our organization to address questions related to our accessibility documentation.

3 We have a fully implemented accessibility support program within our organization to provide requested documentation and address questions related to the accessibility of our products.

Section 6 Comments (Provide any comments or additional information on this section here.)

Results

Company X	
Total Points	18
Percent Complete	30%

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226
Bid Package 2

Instructions

1. DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all the other cells are filled. *For reference purposes, the formula to calculate DIR Customer Price is: MSRP x (1-DIR Discount%) x (1+0.75%)*

2. DO NOT MAKE CHANGES TO THE FORMAT OF THE GRIDS. Insert additional rows as needed.

3. Vendor shall provide the Category Number and Description, Manufacturer/Brand, Manufacturer's Suggested Retail Price (MSRP), identification of Manufacturer or Reseller, and DIR Customer Discount % off MSRP for products/services offered.

4. Volume bands have been created for evaluation purposes only
5. Vendor shall provide the brands and pricing for products/services applicable to their response.

6. If firm fixed pricing is requested, Vendor shall provide firm fixed pricing expressed in dollars and cents. If a discount is requested, the discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP) or List Price and the specific final price shall be stated.
7. Discounts can be listed by manufacturer, manufacturer product/service/training line, or product/service/training category.
8. Vendors may not propose a range of discounts for a product (e.g., 0% - 99%).
9. If Vendor is proposing multiple discounts for the same product, the products must be listed separately with the associated discount or grouped with an associated discount. For example:

   Product ABC
   Product ABC Software or Hardware, Site Licenses - Customer Discount - 10%
   Product ABC Software or Hardware, Volume Licenses - Customer Discount - 15%
   Product ABC Software or Hardware, All other products - Customer Discount - 8%

10. Vendor shall provide a description of MSRP or the method utilized to derive MSRP.
11. Price to the Customer shall include all shipping and handling fees.
12. **Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Cameras**
13. Volume Bands must adhere to pricing structure listed in Pricing Sheets 1 and 2.
14. Proposed pricing shall be acceptable for at least 120 days from the date of the response submittal.

Pricing Sheet 1 - REQUIRED
***DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all the other cells are filled.**
For reference purposes, the formula to calculate DIR Customer Price is: MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT MAKE CHANGES TO THE FORMAT OF THE GRIDS. Insert additional rows as needed.
A representative sample of Products/Services is provided in the tables below. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Camera

HARDWARE CATEGORY / DESCRIPTION (Refer to RFO Section 2.1)	Manufacturer / Brand	Product Description	Manufacturer's Part Number	Manufacturer or Authorized Reseller (M/R)	MSRP	DIR Customer Discount % off MSRP	DIR Customer Price*
1	ABC Brand	123 Zoom Camera	123-Zoom	R	$500.00	20.00%	$403.00
02 - 99					$500.00	30.00%	$352.63
100 - 249					$500.00	40.00%	$302.25
250 - 499					$500.00	50.00%	$251.88
500 - 999					$500.00	60.00%	$201.50
1000+					$500.00	65.00%	$176.31
SOFTWARE CATEGORY / DESCRIPTION (Refer to RFO Section 2.1)	**Manufacturer / Brand**	**Product Description**	**Manufacturer's Part Number**	**Manufacturer or Authorized Reseller (M/R)**	**MSRP**	**DIR Customer Discount % off MSRP**	**DIR Customer Price***
1	ABC Software	123 Zoom Software	123-ZoomS		$100.00	20.00%	$80.60
02 - 99					$100.00	30.00%	$70.53
100 - 249					$100.00	40.00%	$60.45
250 - 499					$100.00	50.00%	$50.38
500 - 999					$100.00	60.00%	$40.30
1000+					$100.00	65.00%	$35.26
SERVICE CATEGORY	**Detailed Service Description**			**Manufacturer's Part Number**	**MSRP**	**DIR Customer Discount % off MSRP**	**DIR Customer Price***
1	ABC Services				$2,500.00	6.00%	$2,367.63
02 - 99					$2,500.00	8.00%	$2,317.25
100 - 249					$2,500.00	10.00%	$2,266.88
250 - 499					$2,500.00	15.00%	$2,140.94
500 - 999					$2,500.00	20.00%	$2,015.00
1000+					$2,500.00	25.00%	$1,889.06
Turnkey	**Optional Description**			**Manufacturer's Part Number**	**MSRP**	**DIR Customer Discount % off MSRP**	**DIR Customer Price***
							$0.00
							$0.00
							$0.00

Pricing Sheet 2 - BODY WORN CAMERAS ONLY
***DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all the other cells are filled.**
For reference purposes, the formula to calculate DIR Customer Price is: MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT MAKE CHANGES TO THE FORMAT OF THE GRIDS. Insert additional rows as needed.
A representative sample of Products/Services is provided in the tables below. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Camera
This Pricing Sheet is for Body-Worn Cameras Hardware, Software and Services ONLY

HARDWARE CATEGORY / DESCRIPTION (Refer to RFO Section 2.1)	Manufacturer / Brand	Product Description	Manufacturer's Part Number	Manufacturer or Authorized Reseller (M/R)	MSRP	DIR Customer Discount % off MSRP	DIR Customer Price*
1	ABC Brand	123 Zoom Body Worn Camera	123-Zoom	R	$500.00	20.00%	$403.00
02 - 99					$500.00	30.00%	$352.63
100 - 249					$500.00	40.00%	$302.25
250 - 499					$500.00	50.00%	$251.88
500 - 999					$500.00	60.00%	$201.50
1000+					$500.00	65.00%	$176.31
SOFTWARE CATEGORY / DESCRIPTION (Refer to RFO Section 2.1)	**Manufacturer / Brand**	**Product Description**	**Manufacturer's Part Number**	**Manufacturer or Authorized Reseller (M/R)**	**MSRP**	**DIR Customer Discount % off MSRP**	**DIR Customer Price***
1	ABC Software	123 Zoom Software	123-ZoomS		$100.00	20.00%	$80.60
02 - 99					$100.00	30.00%	$70.53
100 - 249					$100.00	40.00%	$60.45
250 - 499					$100.00	50.00%	$50.38
500 - 999					$100.00	60.00%	$40.30
1000+					$100.00	65.00%	$35.26
SERVICE CATEGORY	**Detailed Service Description**			**Manufacturer's Part Number**	**MSRP**	**DIR Customer Discount % off MSRP**	**DIR Customer Price***
1	ABC Services				$2,500.00	6.00%	$2,367.63
02 - 99					$2,500.00	8.00%	$2,317.25
100 - 249					$2,500.00	10.00%	$2,266.88
250 - 499					$2,500.00	15.00%	$2,140.94
500 - 999					$2,500.00	20.00%	$2,015.00
1000+					$2,500.00	25.00%	$1,889.06
Turnkey	**Optional Description**			**Manufacturer's Part Number**	**MSRP**	**DIR Customer Discount % off MSRP**	**DIR Customer Price***
							$0.00
							$0.00
							$0.00

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226

Addendum # 1

This Addendum # 1 to Request for Offer DIR-TSO-TMP-226:

1. Replaces Bid Package 1 RFO Cover Page response date
2. Amends Bid Package 1, Section 1.2.4
3. Replaces Bid Package 1, Section 3.3.1 RFO Schedule to include:
   Extends the deadline for DIR to receive Vendor References
   Extends the deadline for submitting Responses to RFO
   Extends start date of evaluations of responses, negotiation and contract execution
4. Replaces Bid Package 2–Pricing Index in its entirety, as an attachment to this Addendum # 1
5. Replaces Bid Package 3 – Sample Contract(s) as an attachment to this Addendum # 1
6. Replaces Bid Package 5 – Vendor References response date
7. Provides copies of the June 9, 2015 Vendor Pre-Bid Conference Power Point presentation as an attachment to this Addendum # 1
8. Provides copies of the June 9, 2015 Vendor Pre-Bid Conference Sign-In Sheets as an attachment to this Addendum # 1
9. Contains questions and answers submitted in writing at the Pre-Bid Vendor Conference and Webinar, and to the Purchasing Point of Contact

The RFO is amended as follows:

1. Bid Package 1, Request for Offer, Cover Page is hereby amended by updating the Initial Responses Due date to read as follows:

Initial Responses Due: July 9, 2015

2. Bid Package 1, Section 1.2.4 Cost Recovery

1.2.4 Cost Recovery
DIR recovers the costs of negotiating, executing, and administering the Co-op Contracts through an administrative fee. DIR is authorized to charge a reasonable administrative fee to all customers per Section 2157.068(d) of the Texas Government Code. The administrative fee must be included in the Vendor's price to the customer and paid to DIR by the Vendor. The fee has been set at a not-to-exceed level of 2.00% by the current appropriations act of the State Legislature. DIR may change the administrative fee at any time during a contract term. DIR will notify Vendors of any change in the administrative fee.

3. Bid Package 1, Request For Offer, Section 3.3.1 RFO Schedule is hereby amended to read as follows:

3.3.1 <u>RFO Schedule</u>
It is DIR's intention to comply with the following schedule for this RFO. These dates represent a tentative schedule of events. DIR reserves the right to modify these dates at any time. Prospective Vendors will be notified of modifications to the schedule via the Electronic State Business Daily (ESBD) web site.

Addendum # 1

Date/Time	Activity
May 26, 2015	Publish RFO on Electronic State Business Daily
June 9, 2015 2:00 pm (CT)	Optional Vendor Conference and Webinar
June 11, 2015 2:00 pm (CT)	Deadline for submitting questions
June 19, 2015 5:00 pm (CT)	Deadline for posting answers to questions on the ESBD
July 9, 2015 2:00 pm (CT)	Deadline for DIR to receive Vendor references
July 9, 2015 2:00 pm (CT)	**Deadline for submitting Responses to RFO**
July 10, 2015 - until completed	Evaluation of responses, negotiation and contract execution

4. Bid Package 5, Vendor References is hereby amended by replacing the Reference response deadline of July 2, 2015 2:00 pm CT as follows:

REFERENCE DEADLINE TO DIR: No later than July 9, 2015 – 2:00 pm CT

5. QUESTIONS AND OFFICIAL ANSWERS:

1. **Question:** I am reading the above referenced RFP and have noticed that in Bid Package 3, Page 3-Services Agreement it References an Appendix E, Service Agreement, yet there is no service agreement included in the RFO Package. Can you please let me know where we could find this?

   Answer: In the Sample Contract provided (Bid Package 3), the Appendix E, Services Agreement would only be applicable if the potential vendor submitted a Service Agreement as part of their RFO submission.

2. **Question:** Would it be possible to get the due date of this RFO response extended beyond the July 2 date?

   Answer: This Addendum # 1 to Request for Offer DIR-TSO-TMP-226 extends the RFO deadline date listed in Section 3.3 - Anticipated Schedule - of the RFO to July 9, 2015.

3. **Question:** Can agencies other than law enforcement buy off of this contract?

   Answer: All eligible DIR customers have the ability to purchase IT Law Enforcement Hardware, Software and Services from this RFO solicitation for the purpose of public safety or other law enforcement activities.

Addendum # 1

4. **Question:** If we have an existing DIR Software Contract that lists our Software, can law enforcement buy off of that contract, or will they be limited to this contract?
   Answer: All eligible DIR customers have the ability to purchase Software from a previous software solicitation / award. Refer to previous response to the Law Enforcement RFO.

5. **Question:** Please confirm that a VPAT must be provided by a manufacturer and not a vendor / reseller.

   Answer: VPATs must be provided for all COTS products and services included in the submitted price list. This includes obtaining VPATs for manufacturers' products and services represented by a reseller / distributor.

6. **Question:** Bid Package 6, Vendor ICT. Is this also a form the manufacturer must fill out or the vendor / reseller?

   Answer: No. Only the vendor responding to the RFO.

7. **Question:** Regarding EIR, what about products that are inherently designed for non-disabled person, in this case law enforcement officers… would this negatively affect the vendors overall submission? Example, body worn cameras related software to manage audible and vision information.

   Answer: The level of accessibility for products and services is not included in the scoring however, the accuracy of the documentation provided to DIR is very important and DIR's analysis of the quality of the VPAT documentation may be shared with DIR customers upon request. Some products may not seem to be inherently accessible, but VPATs might still need to be completed. A good rule of thumb is that if it has a user interface, on the front end or back end, hardware or software, a VPAT is applicable. Also, for the documentation associated with a particular product or service (operator guides, tech sheets, etc.)

8. **Question:** Can Federal Law Enforcement customers be valid references for the purpose of not losing points in the evaluation of our response on this RFO? (For instance, if we provide 100% Federal Law enforcement references, will we be given zero points for this area of evaluation?

   Answer: Per Section 3.7.4 References, Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) to three (3) companies or government agencies in which Law Enforcement IT Hardware, Software and/or Services were provided. Yes, Federal Law Enforcement customers can be a valid reference.

9. **Question:** Does this bid include video surveillance systems for mobile digital applications.

Answer: The RFO includes Law Enforcement IT Hardware, Software, including Software as a Service (SaaS) and Services. DIR did not specify any specific product and or service for inclusion in this RFO.

10. **Question:** If we offer both the surveillance systems and body worn cameras, do we separate the pricing using both sheets?

    Answer: Yes, per Bid Package 2, Pricing Sheet 1 should include all Hardware, Software and Services, **excluding** Body Worn Cameras. Pricing Sheet 2 **ONLY** includes Body Worn Cameras.

11. **Question:** Regarding the confidential thumb drive, does the confidential data only go on this drive or does it go on the 2 complete thumb drives, but the confidential drive explains what portions are confidential?

    Answer: Per Section 3.7.2, Number of Copies, Each Vendor must submit the complete response as follows:

    1. One (1) signed original (clearly marked) of the **complete** response, including one (1) signed original of the HUB Subcontracting Plan;
    4. One (1) thumb drive containing any and all response materials, which Vendor asserts are confidential or proprietary*;
    The **complete** response (including confidential data) should be included in No. 1. If applicable, No. 4 should contain any and all response materials, which Vendor asserts are confidential or proprietary.

12. **Question:** If we are a private.org submitting a response, will our financial information be kept confidential?

    Answer: See RFO Section 3.12 Public Information. DIR is a government agency subject to the Texas Public Information Act. Responses submitted to DIR as a result of this RFO are subject to release as public information after contracts are executed or if the procurement is terminated. Vendor may not mark its complete proposal "copyrighted" or mark every page as proprietary or confidential but if a Vendor believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the Vendor must specify page-by-page and line-by-line the parts of the response that it believes are exempt. In addition, the Vendor must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). In addition, per RFO Section 3.7.2, Vendor must submit one (1) thumb drive containing any and all response materials, which Vendor asserts are confidential or proprietary.

13. **Question:** Must a bidder be a manufacturer to respond to and be considered as a vendor for this solicitation?

Answer: No. See Section 3.5, Vendor Qualifications.

14. **Question:** Will new vendors (HUBS) be considered without references or extensive financial background? If not, where can we start? If yes, how will our proposal be scored?

    Answer: All proposals received will be evaluated / scored using the same criteria. Reference 3.7.4, References; Section 4.1 Evaluation of Responses; and Appendix A, 19) Proof of Financial Stability.

15. **Question:** Where should items like installation, software training or project management be placed on the pricing sheet; as just another line item under Hardware, Software or Services depending on the related products.

    Answer: Reference Bid Package 2, Instructions, Pricing Sheet 1 and Pricing Sheet 2. The Sheets provided were a representative sample of Products/Services. Vendor may add additional lines for installation, software training or project management as they see appropriate. The Volume Bands are not allowed to change. Do not make any changes to the format of the grids.

16. **Question:** Is pricing of volume discount per customer or for all customers combined?

    Answer: Reference Bid Package 2, Instructions, Pricing Sheet 1 and Pricing Sheet 2. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. All pricing included in Bid Package 2 is per eligible customer; not for all customers.

17. **Question:** Some manufacturers have different divisions. Panasonic has a security division. Will that be acceptable? Cisco also?

    Answer: No. Reference 1.2.6, Exclusions, for excluded manufacturers.

18. **Question:** As a HUB reseller who has our own DIR contracts, can our response be a solution that we resell from one or more of the 12 vendors in the exclusion list?

    Answer: No. Reference 1.2.6, Exclusions, for excluded manufacturers.

19. **Question:** We are in the webinar for the RFO for law enforcement and they mentioned that we cannot use Cisco equipment. Can you please confirm that this is the case?

    Answer: Correct. Reference 1.2.6, Exclusions, for excluded manufacturers.

20. **Question:** Please explain / expound why there MFS are excluded.

Answer: DIR has direct, branded contracts with the manufacturers / publishers mentioned in Section 1.2.6, Exclusions.

21. **Question:** Can we get copies of the charts?

    Answer: Yes. The PowerPoint presentation (charts) will be included in the first Addendum.

22. **Question:** Will the presentation slide show be available for download after today's meeting?

    Answer: Yes. The PowerPoint presentation (charts) will be included in the first Addendum.

23. **Question:** When filling out Bid Package 5, on the top vendor portion – are the "dates of performance" and "total estimated contract dollar amount" relate to this DIR opportunity or this specific reference.

    Answer: Both Dates of Performance and Total Estimated Contract Dollar Amount are referring to the specific Customer providing the reference.

24. **Question**: The webinar stated that there needs to be a publicly available MSRP. Our MSRP pricing is NOT available online, but is available through other procurement vehicles (GSA). Is this acceptable?

    Answer: No. An awarded vendor is required to post their MSRP pricing on a website. In addition, adding a link to the GSA website is not acceptable.

25. **Question**: Reference to Bid Package 2, pricing sheet--speaker said we can't make changes to this document--please clarify that we can add rows for the various products that we are offering to price. For instance, one row would be RMS software, another row for CAD software, a third for Jail Software, etc.

    Answer: Correct. Reference Bid Package 2, Instructions, Pricing Sheet 1 and Pricing Sheet 2.The Sheets provided were a representative sample of Products/Services. Vendor may add additional lines for RMS software, CAD software, Jail Software, etc. The Volume Bands are not allowed to change. Do not make any changes to the format of the grids.

26. **Question:** Cima Solutions Group will be the bidder responding to this RFO. The technologies from several vendors with whom we have reselling contractual relationships with will be used/offered in our response to this RFO. We planned to ask these vendors to provide the 3 references for bid package 5 as their technologies will be used thru our

partnership with Cima as the RFO respondent. They will not be responding directly to this RFO but their technologies will be used in Cima's response as part of our partnership. Is this acceptable?

Answer: No. Reference 3.7.4, References. Vendor must send the Vendor Reference Questionnaire (See Bid Package 5) to three (3) companies or government agencies in which Law Enforcement IT Hardware, Software and/or Services were provided. Reference Bid Package 5 – Vendor References.

27. Question: In regards to Bid package 5 and my questions below, we (Cima) have questions about who would be the Vendor, Prime Contractor and Sub-Contractor.

Example:
Vendor = (Cima) as the respondent to the RFO
Prime Contractor = Cima technology partner x
Sub-Contractor = Cima technology partner y

Answer: Correct**.** The Vendor is the company responding to this RFO solicitation. The Prime Contractor is the customer providing the reference. The Subcontractor(s) could also be the customer providing the reference.

28. Question: My question is on the pricing appendix it is asking for MSRP to be the basis of the percentage discount, our system does not capture MSRP from the manufacturers we sell so would our company's website price be sufficient in place of the MSRP to base the discount off of?

Answer: No. Reference Bid Package 4, Standard Terms and Conditions, Section 8. Pricing, Purchase Orders, Invoices, and Payments, A. Manufacturer's Suggested Retail Price (MSRP) or List Price. MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade.

29. Question: On page 15, Section 3.7.2, the RFO states that responses must be in MS Office format, and not in PDF. However, certain items such as product specification sheets may only be available in PDF format; is this acceptable?

Answer: Supplementary documents such as product specification sheets, if not available in Word, may be submitted in PDF format.

30. Question: As part of the language included in Section 2.1, products, specifically that which is listed below: "DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products or services that are within the scope of Law Enforcement IT Hardware, Software and Services. Vendor may propose such products or services throughout the term of the contract. Pricing and terms will be

negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final".

The respondent interprets this language as meaning that awarded vendors can introduce new manufacturers (outside of those proposed in the original submission) throughout the life of the contract, as long as they meet the scope of products or services delineated in the solicitation. Can the State please confirm?

Answer: No. Reference Bid Package 3 – Product Contract, Section 3. A and B.

For Products
Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

For Services
However, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.
The addition of emerging technology only applies to manufacturer's product lines and/or services that were included in the vendor's response to the RFO solicitation and awarded to vendor.

31. **Question:** Will generic Manufacturer Certification Letters suffice, or do they need to be specific to DIR-TSO-TMP-226?

    Answer: Reference 3.5.1, 3) Dealer or reseller who will sell directly to Customers through a Co-op Contract. Vendors responding to this RFO must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal to state agencies, higher education, K-12 independent school districts, local governments and entities of other states that have entered into Interlocal agreements utilizing DIR's Cooperative Contracts. See DIR Web page for a complete list of Customers outside of Texas:
    http://dir.texas.gov/View-Contracts-And-Services/Pages/Content.aspx?id=2 .

    Handed Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter will result in elimination of the related Manufacturer/Publisher from the solicitation.**

    Reference to RFO DIR-TSO-TMP-226 is not required.

32. **Question:** Regarding Section 3.5.1 and the Manufacturer Certification Letters requirement, is a screenshot or similar proof of ability to sell from the Manufacturer/Publisher's website or portal acceptable as a Letter of Authorization?

Answer: See response to question # 31. A **hand signed** letter for each Manufacturer/Publisher is required. A copy of each of the hand signed letter(s) is acceptable.

33. Question: Regarding Section 3.5.1 and Manufacturer Certification Letters requirement, is it mandatory that the Letter of Authorization be addressed specifically to the State of Texas and reference DIR-TSO-TMP-226?

Answer: See response to question # 31. There are no instructions on who to address the letter to.

34. Question: Regarding Section 3.5.1 and Manufacturer Certification Letters requirement, is it mandatory that the Letter of Authorization be supplied as part of the response to the solicitation, or may this be supplied during the negotiation phase?

Answer: Reference 3.7.3 Mandatory Response Contents. 7) Manufacturer Certification Letters Meeting Requirements of Section 3.5.1. They are mandatory as part of the response to the solicitation.

35. Question: Regarding Section 3.7.3, in order to cut down on the length of the response, is it acceptable to provide Software License Agreements and/or Service Agreements via a hyperlink?

Answer: No. License of Service Agreements should be submitted in Word format.

36. Question: Given the level of effort required to submit a quality response, we respectfully ask for a one week extension to the submission deadline.

Answer: This Addendum # 1 to Request for Offer DIR-TSO-TMP-226 extends the RFO deadline date listed in Section 3.3 - Anticipated Schedule - of the RFO to July 9, 2015.

37. Question: Section 2.1/Scope - While the RFO clearly indicates that the State is looking for all data encryption solutions, Firewall is briefly listed under the Utilities example. Is DIR considering responses for Network Firewalls in this RFO? How about other traditional networking and computing solutions to securely transport voice, data and video which are all requirements in today's Law Enforcement environment?

Answer: The RFO includes Law Enforcement IT Hardware, Software, including Software as a Service (SaaS) and Services. DIR did not specify any specific product and or service for inclusion in this RFO. Section 2.1 Products, includes, but is not limited to, Law Enforcement IT Hardware, Software and Services. If a product and/or services is within the scope of this RFO, then it will be considered, as long as it meets all other requirements of the RFO.

38. **Question:** Section 2.1/Scope – mentions Access Control Systems and Security Systems. Is this referring to physical site access only or also to include Unified Access Control to LE data networks?

    Answer: See response to question # 37**.**

39. **Question:** BID PACKAGE 1: Page 16, Section 3.5.1 (3): If a reseller is responding to the contract, does the original hand signed letter from the manufacturer need to be included with the response, or will DIR accept a copy of the hand signed letter?

    Answer: A copy of the original hand signed letter is acceptable.

40. **Question:** BID PACKAGE 2: If we are only responding with Body Worn Cameras on Pricing Sheet 2 of Bid Package 2, are we required to complete Pricing Sheet 1?

    Answer: If a vendor is ONLY responding to Born Worn Cameras, then the only pricing sheet required is Pricing Sheet 2.

41. **Question**: Is pricing for SaaS to be listed under the "Software Products" section?

    Answer: Yes.

42. **Question:** CONTRACT TERM. Bid Package 1 - Section 2.3 Form of Contract states a contract term of "DIR anticipates a contract term of one year with three, one-year optional extensions to be exercised by DIR at its discretion."

    Bid Package 3 - Contract for Products and Related Services - Section 2 - Term of Contract states the contract term to be "The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms."

    Bid Package 3 - Contract for Services - Section 2 - Term of Contract states a contract term of "The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms."

    What is the correct term for this contract?

    Answer: In reference to the Sections mentioned above, as it relates to contract terms, if a vendor submits a proposal / offer for Products and Related Services, then the term of the Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms.

Addendum # 1

As it relates to contract terms, if a vendor submits a proposal / offer for Services (ONLY), then the term of the Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms.

End of Addendum # 1

Department of Information Resources

Law Enforcement IT Hardware, Software and Services

Request for Offer DIR-TSO-TMP-226 Vendor Conference

Pre-Bid Conference
June 9, 2015

2:00 P.M. (CT)

Welcome

- **Welcome**
- **Housekeeping**
- **Questions**
  - Please save until end
  - We will collect note cards and questions from webinar attendees and take a break to review
  - We will reconvene and answer

DIR Conference Speakers

Denny Ross

Manager
Procurement Services
Technology Sourcing Office

John Besser

Contract Manager
Contract and Vendor Management, Technology Sourcing Office

Jeff Kline

EIR Accessibility Coordinator
Technology, Policy and Planning

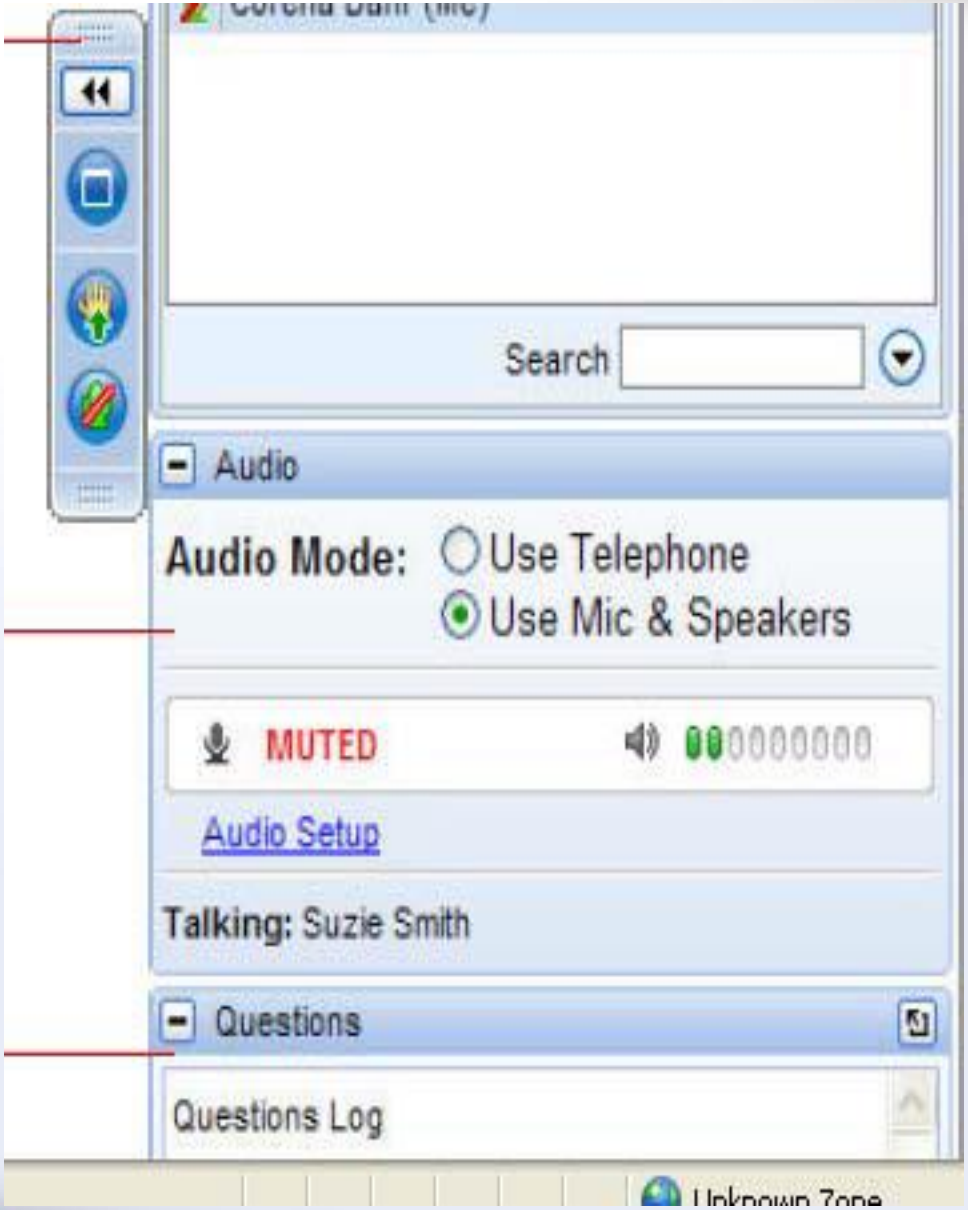
DIR HUB Department

HUB Department, Technology Sourcing Office

DIR Web Host

Delia Arellano, Technology Sourcing Office

Webinar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Use Telephone
Use Mic & Speakers
MUTED
Audio Setup
Talking: Suzie Smith
Questions
Questions Log

Agenda

- Welcome / Introduction of Speakers
- Welcome Webinar Attendees
- Agenda
- Written Questions and Answers
- General Information
- RFO Timeline
- HUB Subcontracting Plan
- Policy Driven Adoption for Accessibility (PDAA)
- RFO Overview
- Bid Packages
- Break
- Questions and Answers
- Conference Closing

Written Questions and Official Answers

Vendor and Conference participants are encouraged to submit all questions regarding this RFO by e-mail or in writing to the Point of Contact listed in Section 3.1 as stated in the RFO. Although DIR may provide tentative responses to questions submitted during the conference, responses are not official until they are posted as an addendum to this RFO, requisition number DIR-SDD-TMP-226, on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/. Questions will be accepted until **2:00 pm CT on June 11, 2015.**

General Information

- **Point of Contact for all inquiries regarding this RFO**
  - All communications regarding the RFO must be addressed in writing to

Carrie Cooper	
Dept. of Information Resources 300 W. 15th St., Ste. 1300 Austin, TX 78701	**Phone:** 512-936-2353 **Fax:** 512-936-6896 **Email:** carrie.cooper@dir.texas.gov

- **Refer to RFO Section 3.1 regarding observance of this requirement.**

General Information …….. *continued*

- **Disqualification of Offers**
  - Failure to sign Executed Offer Form
  - Failure to complete Financial Information
  - Failure to complete a Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Must submit on or before due date and time
  - Reference Section 3.7.3 for additional information
- **Contact with DIR Personnel**
  - Vendors and all vendor representatives shall not attempt to discuss the contents of this RFO with any employees or representatives of DIR other than designated contacts. Failure to observe this restriction may result in disqualification of any related Response.

General Information …… *continued*

- **Packaging of Offers**
  - Care must be taken to provide offers as outlined in Section 3.7 (Response Format and Contents)
  - NOTE: DIR is now requiring additional copies to be provided on thumb drives instead of paper. Each drive must be labeled per requirements.

RFO Schedule

Date/Time	Activity
May 26, 2015	Publish RFO on Electronic State Business Daily (ESBD)
June 9, 2015 2:00 p.m. (CT)	Vendor Conference (optional)
June 11, 2015 2:00 p.m. (CT)	**Deadline for submitting questions**
June 19, 2015 5:00 p.m. (CT)	Estimated date for answering questions
July 2, 2015 2:00 p.m. (CT)	**Deadline for submitting Responses to RFO**
July 2, 2015 2:00 p.m. (CT)	**Deadline for DIR to receive vendor references**
July 3, 2015	Evaluations Commence
	Evaluations Continue and Awards

HUB Subcontracting Plan

- **DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.**
  - Responses submitted without a HUB Subcontracting Plan (HSP), will be **disqualified**
  - All respondents, **HUBs and Non-HUBs**, are required to submit a completed HSP
  - The HSP form includes specific instructions for meeting the Good Faith Effort requirements
  - Refer to your provided HUB Subcontracting Plan Checklist (provided in Bid Package 1, Appendix C of the RFO).
  - You may contact DIR's HUB Department for assistance in completing the HSP.

HUB Subcontracting Plan *(continued)*

- **If you are subcontracting, notification of subcontracting opportunity must be performed.**
  - **Provide written notification** of subcontracting opportunity listed to at least three State of Texas HUBs
  - **Provide written notification** of subcontracting opportunity to a minority or women's trade organization or development center
  - Allow no less than seven (7) working days from their receipt of notice for HUBs to respond (keep delivery receipt emails).
  - **Note:** Attach supporting documentation (letters, fax transmittals, email, etc.) demonstrating evidence of the good faith effort performed

HUB Subcontracting Plan *(continued)*

- **If not subcontracting, your response must contain an explanation demonstrating HOW your company will fulfill the entire contract with its own resources**
  - Self-Performance Justification
- **Alternative to the Good Faith Effort**
  - State of Texas Mentor Protégé Program
    - Protégé must be a State of Texas HUB
    - Approval process is no less than two weeks
    - Contact DIR's HUB Department dir.hub@dir.texas.gov

HUB Contact

- **You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) at any time during the solicitation.**

Lisa Maldonado 512-463-5662	or	Lynn Sanchez 512-463-9813
Dept. of Information Resources 300 W. 15th St., Suite 1300 Austin, TX 78701	**Email:** dir.hub@dir.texas.gov	

Electronic and Information Resources (EIR) Accessibility) Responses

Texas government statute and rules require that electronic and information resource (EIR) used, developed, procured, or maintained by Texas agencies and institutions of higher education are accessible to people with disabilities.

The following EIR accessibility related documentation must be included in RFO responses

1. VPATs for COTS products and online services
2. Bid Package 6 – Vendor ICT Accessibility Policy Self Assessment

1. Voluntary Product Accessibility Templates (VPATs)

What is a VPAT?

- A standardized template used by industry to document COTS product accessibility conformance to U.S. Section 508 technical standards
  - Vendor-generated, product-specific document using the VPAT template
- Helps procurement and contracting officials make preliminary assessments of the degree of accessibility compliance in a vendor's EIR

Link to DIR reference document "Section 508 VPAT Instructions to Vendors"

VPATs *(continued)*

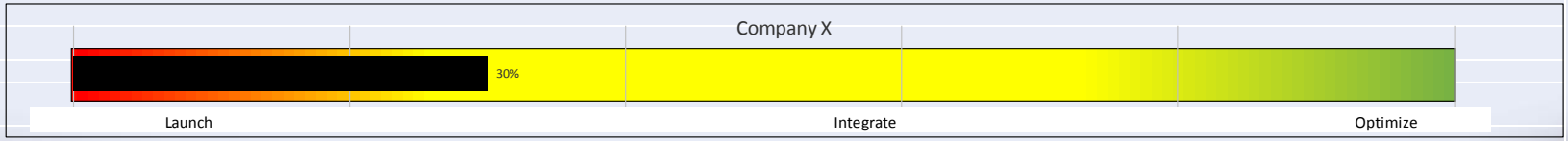
VPAT Forms

- VPAT documents are formal statement of compliance by your organization.
- VPATs should be filled out by an individual that has knowledge of the product accessibility.
- VPAT responses should be supportable by appropriate documentation
  - Accessibility test results, test methods / tools, etc.
- Based on contract language, inaccurate claims of compliance may result in penalties or award invalidation.

2. Vendor Accessibility Policy Self Assessment Tool

- **Questionnaire regarding a vendor's ICT accessibility policy**
- **Gauges a vendor's present and future ability to produce accessibility offerings**
  - Auto-calculates results against the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
  - Can be used by DIR customer in their vendor selection decisions
  - Progress can be tracked over time for vendors who respond to multiple RFOs
- **<u>Vendors can use the results as a roadmap for implementing their organization-wide ICT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.</u>**

Results	
Company X	
Total Points	18
Percent Complete	30%



PDAA Maturity Model

Core Criteria Components	Launch	Integrate	Optimize
1. Develop, implement, and maintain an ICT accessibility policy.	Have an ICT accessibility policy.	Have appropriate plans in place to implement and maintain the policy.	Establish metrics and track progress towards achieving compliance to the policy.
2. Establish and maintain an organizational structure that enables and facilitates progress in ICT accessibility.	Develop an organization wide governance system.	Designate of one or more individuals responsible for implementation.	Implement reporting/decision mechanism and maintain records.
3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes.	Identify candidate processes for criteria integration.	Implement process changes.	Integrate fully into all key processes.
4. Provide processes for addressing inaccessible ICT.	Create plans that include dates for compliance of inaccessible ICT.	Provide alternate means of access until the ICT is accessible; implement corrective actions process for handling accessibility technical issues and defects	Maintain records of identified inaccessible ICT, corrective action, and tracking.
5. Ensure the availability of relevant ICT accessibility skills within (or to) the organization.	Define skills/job descriptions.	Identify existing resources that match up and address gaps.	Manage progress in acquiring skills and allocating qualified resources.
6. Make information regarding ICT accessibility policy, plans, and progress available to customers.	Make Launch level information available.	Make Integrate level information available.	Make Optimize level information available.

Additional information on EIR Accessibility in procurement

- **DIR Electronic and Information Resources (EIR) Accessibility Website**
  - http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

RFO Overview

- **Section 1.1 – Purpose**
  - The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Law Enforcement IT Hardware, Software, including Software as a Service (SaaS), and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).
  - As part of DIR's initiatives to identify strategic sourcing opportunities, DIR reserves the right to make a single award or multiple awards as determined by DIR to achieve the highest overall value to the state.
  - This RFO will result in master contract(s) for use by eligible customers who will determine the scope of work based on their business needs. This RFO is not for a specific project.
- **Section 1.2.4 – Cost Recovery**
  - The administrative fee for the purposes of this RFO is .75%.
- **Section 1.2.6 - Exclusions**
  - The following software publishers are excluded due to direct contracts with those manufacturers/publishers: Adobe, Apple, CA, Cisco, Dell, HP, IBM, Lenovo, Microsoft, Novell, Oracle and Panasonic.

RFO Overview

- **Section 2.1 – Products**

DIR intends to contract to provide Law Enforcement IT Hardware, Software, including Software as a Service (SaaS) and Services.

The type of Hardware within scope includes, but is not limited to:

♦ Data/File Security Hardware, to Include Encryption;

♦ Imaging Systems, Microcomputer (Including Digital Imaging Network (DIN), Technology, and Digital Imaging Communications in Medicine (DICOM);

♦ Scanners, Document: Handheld, Desktop and High Volume;

♦ Scanners and Readers, Magnetic Strip;

♦ Scanners and Readers, Optical Character and Magnetic Type: Bar Code, Remittance Scanner/Processors, Point of Sale Scanners, etc.;

♦ Controllers, Programmable: Industrial Control Devices, Robots, etc., Environmentally Certified Products;

♦ Data Entry and Remote Job Entry Devices, Voice Activated: Voice Recognition, Voice Digitization, Speech

Synthesizers, etc., Environmentally Certified Products;

Data/File Security Hardware, to Include Encryption;

♦ Imaging Systems, Microcomputer (Including Digital Imaging Network (DIN), Technology, and Digital Imaging Communications in Medicine (DICOM)';

Section 2.1 – Products, Continued

- ♦ Microcomputers, Handheld, Laptop, and Notebook;
- ♦ Peripherals, Miscellaneous: Secure I.D. Access Cards;
- ♦ Professional: Computer Training, Hospital/Pharmacy, Legal, etc.
- ♦ Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection, etc.
- ♦ Transportation Systems, Intelligent (An automated information system which provides traffic management, communications, and analysis of data as a minimum)
- ♦ Biometric Card Reader
- ♦ Testing Machines, Driver, Automated (Including Driver Simulating Machine)
- ♦ Photo Identification Systems, Complete
- ♦ Video Capturing Devices Connected to Computers or Computer Networks, (Web Cameras)
- ♦ Access Control Systems and Security Systems
- ♦ Prisoner Tracking Devices, Electronic (Wrist and Leg Bands, etc.)
- ♦ Surveillance Cameras and Counter-surveillance Equipment and Supplies
- ♦ Body (Worn) Cameras
- ♦ Warning Systems, Perimeter Anti-Intrusion, Electronic (Including Civil Defense and Natural Disaster Types)
- ♦ Data Acquisition Systems
- ♦ Radio, Beacon Receivers, Direction Finder
- ♦ Frequency Data Communication Equipment, Radio (Including Identification Equipment)
- ♦ Global Positioning Systems, Satellite (Global Info. System)

Section 2.1 – Products, Continued

- High Frequency Radio (SSB), Mobile and Base
- Highway Advisory Radio Systems
- Intercom Systems, Prison
- Pagers, Radio (Including Parts and Accessories)
- Radio Frequency Scanner Receivers and Amplifiers (Including RF Connectors, Analyzers, Counters, Meters, Switches)
- Towers: Broadcasting, Microwave, Transmitting, etc.
- Tracking Equipment, Wildlife (For Fish Locators See Class 120-37)
- Two-Way Radio, Portable, Including Vehicle Radio Relay Systems
- Two-Way Radio Receivers, Transmitters, Transceivers: Mobile and Base Station (Audio Transfer)
- Two-Way Radio Supplies, Parts, and Accessories
- Computer-Automated Measurement and Control (CAMAC) Systems and Devices
- Logic Analyzers, Microprocessor Analyzers, and Accessories: Delay and Gate Generators, Personality Modules, Word Recognizers, etc.
- Radio, Sound, and Telecommunications Testing Equipment: AF Generators, Deviation Meters, Meter Panels, Test Fixtures and Jigs, etc.
- Signal Averagers, Integrators, etc.
- Spectrum Analyzers: Radio Frequencies, Sound, etc.
- Telephone Line Monitoring Systems
- Paging Terminal, Solid State (Computerized)
- Recorders, Digital, Voice to CD

Section 2.1 – Products, Continued

- Batteries, Communication (Radio, Telephone, etc.)
- Communication Devices, Multi-Function (Blackberries, Palm Pilots, PDAs, etc.)
- Controllers, Remote, Wireless, Infrared/Radio Frequency
- Telecommunication Equipment (Via Satellite) for Emergency Vehicles (Including Radio Terminal Display)
- Telemedical Equipment
- Call Answering Telephone Systems
- Cellular Telephones
- Digital Subscriber Loop (DSL) Equipment
- Radio Telephones (Vehicle, Marine, etc.) , Satellite Telephones
- Switchboards, Telephone, Telephones, Prison, Telephone Systems
- Videophone Devices, Equipment and Accessories
- Satellite Receiver Dish (Video)
- Teleconference Systems, Audio/Video
- Video Camera Recorders, Digital Type
- Video and Audio Systems, Accessories and Parts (Closed Circuit TV) (Including Surveillance Type)
- Audiotex Voice Response Systems
- Automatic Call Distribution (ACD) Systems
- Interactive Voice Response (IVR) Systems
- Telephone Switching (PBX) Systems, Voice Mail Systems

Section 2.1 – Products, Continued

The type of Software within scope includes, but is not limited to:

- Aviation Software (Flight Control, Ground Support, Testing, etc.)
- Biometric Authentication System Software for Microcomputers
- Expert System Software
- Law Enforcement Software
- Scientific, Statistical, Engineering, Mathematical, and Mapping Software
- Geographic Information System (GIS) Software
- Intelligent Transportation System Software
- Applications Software for Microcomputer Systems: Business, Mathematical/Statistical, Medical, Scientific, etc.

Section 2.1 – Services

The type of Services within scope includes, but is not limited to:

- Answering/Paging Services
- Electronic Information and Mailing Services
- Monitoring Services: Parolee, Patient, Convict, etc.
- Warning System Services, Citizen
- Biometric Authentication System Software Services
- Data Preparation and Processing Services (Including Bates Coding)
- Image Processing and Conversion Services
- Media Conversion Services
- Optical Scanning Services
- Video Storage Service
- Programming Services, Computer (Including Mobile Device Applications)
- Emergency Warning Systems Maintenance and Repair (Including Civil Defense and Natural Disaster Equipment)
- Fleet Management Services
- Fuel Management Services
- Satellite Global Information Positioning System Services
- Card Access Security Services
- Emergency Systems Monitoring Service to include Alarms and Operational Readiness Reporting

RFO Overview

- **Section 2.3 – Form of Contract**
  - Item 17 in Appendix A of the RFO allows Vendors to note any exceptions they take to the contract and the standard terms and conditions
  - **HOWEVER**: The number and significance of exceptions requested may negatively impact your overall vendor evaluation score
  - Acceptance of standard terms and conditions are fifteen percent of the total evaluation score
  - The number and significance of exceptions will also be considered when prioritizing contract negotiations
- **Section 3.5.1 Authorized Vendors, 3) Distributor Letters**
  - Authorized Distributor Letters **must** be submitted WITH proposal on manufacturer letterhead, signed and granting Vendor certification as a Reseller. A 'typed / font' signature is not acceptable.

RFO Overview
References – RFO Section 3.7.4/Bid Package 5

- Vendor must complete the top half of the form.
- The vendor must provide the vendor reference questionnaire directly to three companies/government agencies, *excluding DIR*.
- The Vendor Reference must complete the remainder of the form as required and return the form directly to DIR via email per instructions.
- Forms submitted directly by the Vendor to DIR will receive a score of zero.
- References should rate products/services that are were provided within the past two years.

References due to DIR on July 2, 2015 at 2:00 p.m. (CT)

RFO Overview - Evaluation Criteria

- **Financial Review – Pass/Fail**
  - The financial review requires the submission of a DUNs number.
  - Failure to provide this information will result in your response being disqualified.
  - The financial review is a pass/fail determination that is final.
  - Only proposals which pass the financial review will continue to the evaluation phase.

- **Section 4.2 Evaluation Criteria:**

The criteria and weight to be used in determining the best value for the State are as follows:

40%	Pricing
35%	Vendor's plan for supporting the Contract and Vendor's history (Appendices A & B) and experience in providing the product(s) and services
15%	Acceptance of standard contract terms and conditions (refer to Section 2.3)
10%	Vendor's Customer references (Bid Package 5)

RFO Overview

- **Appendix A of the RFO**
  - Detailed history of your company
  - Questions 10-14 request sales information for "products/services **requested in this RFO**"
    - If you do not provide this information, it may negatively impact your score. You should not assume that we know anything about your organization. Your evaluation score may be given by someone that is not familiar with you and your submission is the only way that they can evaluate your company.
- **Appendix B of the RFO**
  - Opportunity for you to show **how** your company is capable of marketing and supporting any contract resulting from this RFO.

Bid Packages

- **Bid Package 2 – Pricing Sheet**
  - Vendor must notify DIR of any changes to MSRP to request and receive approval **prior** to making any changes to MSRP. Your website must post MSRP and you must advise DIR of where the official manufacturer MSRP is posted/located.
  - Pricing Sheet 1 – REQUIRED
  - Pricing Sheet 2 – Body Worn Cameras Only
- **Bid Package 3 - Sample Contract(s)**
- **Bid Package 4 - Contract Appendix A(s)**
- **Bid Package 5 - Vendor References**
- **Bid Package 6 – Vendor ICT Accessibility Policy Assessment**

Bid Package 2 - Instructions

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226
Bid Package 2

Instructions

For the purposes of this RFO, the DIR administrative fee of 0.75% IS NOT calculated in the Pricing Sheet.

Volume bands have been created for evaluation purposes only

1. Vendor shall provide the brands and pricing for products/services applicable to their response.
2. If firm fixed pricing is requested, Vendor shall provide firm fixed pricing expressed in dollars and cents. If a discount is requested, the discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP) or List Price and the specific final price shall be stated.
3. Discounts can be listed by manufacturer, manufacturer product/service/training line, or product/service/training category.
4. Vendors may not propose a range of discounts for a product (e.g., 0% - 99%).
5. If Vendor is proposing multiple discounts for the same product, the products must be listed separately with the associated discount or grouped with an associated discount. For example:

   Product ABC
   Product ABC Software or Hardware, Site Licenses - Customer Discount - 10%
   Product ABC Software or Hardware, Volume Licenses - Customer Discount - 15%
   Product ABC Software or Hardware, All other products - Customer Discount - 8%
6. Vendor shall provide a description of MSRP or the method utilized to derive MSRP.
7. Price to the Customer shall include all shipping and handling fees.
8. **Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Cameras**
9. Volume Bands must adhere to pricing structure listed in Pricing Sheets 1 and 2.

Proposed pricing shall be acceptable for at least 120 days from the date of the response submittal.

Bid Package 2 - Required

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226
Bid Package 2

Pricing Sheet 1 - REQUIRED
A representative sample of Products/Services is provided in the tables below. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.
Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Camera

Hardware Products	Hardware Description	MSRP / unit	DIR Discount % off MSRP	DIR Discounted Price (MSRP - Discount %) / unit
1	ABC Hardware	$500.00	20.00%	$400.00
02 - 99		$500.00	30.00%	$350.00
100 - 249		$500.00	40.00%	$300.00
250 - 499		$500.00	50.00%	$250.00
500 - 999		$500.00	60.00%	$200.00
1000+		$500.00	65.00%	$175.00
Software Products	**Software Description**	**MSRP / unit**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %) / unit**
1	ABC Software	$100.00	20.00%	$80.00
02 - 99		$100.00	30.00%	$70.00
100 - 249		$100.00	40.00%	$60.00
250 - 499		$100.00	50.00%	$50.00
500 - 999		$100.00	60.00%	$40.00
1000+		$100.00	65.00%	$35.00
Services	**Service Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**
1	ABC Services	$2,500.00	6.00%	$2,350.00
02 - 99		$2,500.00	8.00%	$2,300.00
100 - 249		$2,500.00	10.00%	$2,250.00
250 - 499		$2,500.00	15.00%	$2,125.00
500 - 999		$2,500.00	20.00%	$2,000.00
1000+		$2,500.00	25.00%	$1,875.00
Turnkey	**Optional Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**

NOTE: For the purpose of this Evaluation, theses prices DO NOT include the Administrative Fee which may be included in the total cost to the Customer at the Point of Sale.

Instructions | **PRICING SHEET 1 - REQUIRED** | PRICING SHEET 2 - BODY CAMERAS

Bid Package 2 – Body Worn Cameras Only

Department of Information Resources
Law Enforcement IT Hardware, Software and Services
Request for Offer DIR-TSO-TMP-226
Bid Package 2

Pricing Sheet 2 - BODY WORN CAMERAS ONLY
A representative sample of Body Worn Camera Products/Services is provided in the tables below. Vendors may offer only one (1) specific price for each Product/Service listed OR may offer VOLUME pricing for Products/Services OR may offer both. TURNKEY shall include Total Solutions for Hardware, Software and Services. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only for the purposes of this RFO and evaluation process.

Body Worn Cameras must only be listed on Pricing Sheet 2 - Body Cameras
This Pricing Sheet is for Body-Worn Cameras Hardware, Software and Services ONLY

Hardware Products	Hardware Description	MSRP / unit	DIR Discount % off MSRP	DIR Discounted Price (MSRP - Discount %) / unit
1	ABC Hardware	$500.00	20.00%	$400.00
02 - 99		$500.00	30.00%	$350.00
100 - 249		$500.00	40.00%	$300.00
250 - 499		$500.00	50.00%	$250.00
500 - 999		$500.00	60.00%	$200.00
1000+		$500.00	65.00%	$175.00
Software Products	**Software Description**	**MSRP / unit**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %) / unit**
1	ABC Software	$100.00	20.00%	$80.00
02 - 99		$100.00	30.00%	$70.00
100 - 249		$100.00	40.00%	$60.00
250 - 499		$100.00	50.00%	$50.00
500 - 999		$100.00	60.00%	$40.00
1000+		$100.00	65.00%	$35.00
Services	**Service Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**
1	ABC Services	$2,500.00	6.00%	$2,350.00
02 - 99		$2,500.00	8.00%	$2,300.00
100 - 249		$2,500.00	10.00%	$2,250.00
250 - 499		$2,500.00	15.00%	$2,125.00
500 - 999		$2,500.00	20.00%	$2,000.00
1000+		$2,500.00	25.00%	$1,875.00
Turnkey	**Optional Description**	**MSRP**	**DIR Discount % off MSRP**	**DIR Discounted Price (MSRP - Discount %)**

NOTE: For the purpose of this Evaluation, theses prices DO NOT include the Administrative Fee which may be included in the total cost to the Customer at the Point of Sale.

Instructions | PRICING SHEET 1 - REQUIRED | PRICING SHEET 2 - BODY CAMERAS

Packaging The Response

Send the Response to: Department of Information Resources 300 W. 15th Street, Suite 1300 Austin, Texas 78701 Attn: Carrie Cooper
✓ Make sure that external packaging references “RFO DIR-TSO-TMP-226”
✓ Check that the package contains one (1) signed original (clearly marked) of the complete response with one (1) signed original HUB Subcontracting Plan
✓ Ensure that the package contains one (1) additional signed original HUB Subcontracting Plan in a separate envelope
✓ Include Two (2) thumb drives (clearly marked with Vendor name) containing a copies of the complete response.
✓ One (1) thumb drive containing any and all response materials, which Vendor asserts are confidential or proprietary*; One (1) thumb drive containing any and all copyrighted materials in the Vendor’s response*; and One (1) thumb drive containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor’s response* (redacted copy for public release).* If Vendor’s response does not contain such materials, then thumb drives for these items are not required.
✓ The response should be bound in a 3-ring binder and the cover of the binder references “DIR-TSO-TMP-226” and includes the name and address of the responding Vendor.

Mandatory Response Contents

Vendor Information - Appendix A
Contract Support Plan – Appendix B
HUB Subcontracting Plan Forms – Appendix C
Product Pricing and Services Description – Bid Package 2
Product Accessibility Documentation (VPAT), Section 2.1 RFO Requirement
Mandatory Manufacturer Certification Letter(s), Section 3.5.1, 3)
Software License Agreement(s), Schedule(s) and/or Service Agreement(s)
Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment – Bid Package 6

Questions and Answers

- **After a brief recess, we will reconvene and answer your questions. Reference the Section Number and the Section Title in your written question.**
- **Answers we provide today are unofficial until posted on the ESBD.**

Conference Recap/Closing

- All questions, inquiries, etc. should only be directed to Carrie Cooper
- Answers to the questions are not final until posted
- Deadline for submitting questions: June 11, 2015, 2:00 p.m. (CT)
- Frequently visit the ESBD
- References are due July 2, 2015 2:00 p.m. (CT)
- Responses are due July 2, 2015 2:00 p.m. (CT)
- Contact Information

Carrie Cooper
Phone: 512-936-2353 **Fax:** 512-936-6896 **Email:** carrie.cooper@dir.texas.gov

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-226
Vendor Conference Sign-in Sheet
Tuesday, June 9, 2015/ 2:00 pm (CT)
PLEASE PRINT LEGIBILY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
John Besser	Department of Information Resources	John.besser@dir.texas.gov	No
Ron Roberts	Hitachi	Ronald.roberts@HPS.com	No
Lane Coffey	Vion Corp.	Lane.coffey@vion.com	
James Riley	Vion Corp.	James.riley@vion.com	
Tom Hay	Department of Information Resources	Tom.hay@dir.texas.gov	No
Deana Loe	Department of Information Resources	Deana.loe@dir.texas.gov	No
Whitney Oldfather	Knight Security	woldfather@knightsecurity.com	No
Heather Poggi-Mannis	MicroAssist	Heatherpm@microassist.com	Yes
Bob Minchew	Knight Security	Bminchew@knightsecurity.com	No
Ken Scott	Cima	Kscott@cimasg.com	Yes
Greg Ingram	Cima	gingram@cimasg.com	Yes
Jake Lahmann	MAXSUR	jlahmann@maxsut.com	No
Sue Hawk	ARC	Sue.hawk@arc-is.com	Yes

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Herschel Sova	ARC	Herschel.sova@arc-is.com	Yes
Kathleen Duncan	Keywarden Systems	Kathleen@keywarden.com	No
Phyllis Benitez	Department of Information Resources	Phyllis.benitez@dir.texas.gov	No
Elizabeth Lopez	Department of Information Resources	Elizabeth.lopez@dir.texas.gov	No
Sandy Fang	Department of Information Resources	Sandy.fang@dir.texas.gov	No
Gary Gennarelli	Open Text	ggennare@opentext.com	No
Saul Delgado	PCS Mobile	sauld@pcsmobile.com	No
Michael Wheeler	Image API	Michael.wheeler@imageapi.com	
Greg Kracik	Image API	Greg.kracil@imageapi.com	
Kelly Parker	Department of Information Resources	Kelly.parker@dir.texas.gov	No
Paul Mason	Media Riders	pmason@mediariders.com	Yes
Jeff Kline	Department of Information Resources	Jeff.kline@dir.texas.gov	No
Louis Adinolfi - Webinar	GovConnection, Inc.	ladinolfi@govconnection.com	No

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REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Christopher Balque – Webinar	Integrated Network Solutions, Inc.	cgbalque@insi-net.com	YES
Mike Castillo – Webinar	Castillo & Associates	mike.a.castillo@cainfotech.com	YES
Nathan Chanyarlak – Webinar	CBM Archives Co., LLC	nathan.chanyarlak@cbmarchives.com	YES
Mary Cozma – Webinar	E-9 Corporation, Security Solutions	mcozma@e-9corporation.com	NO
William Curry - Webinar	PTS Solutions, Inc.	bcurry@ptssolutions.com	NO
Dwayne Dahl - Webinar	ViON Corporation	dwayne.dahl@vion.com	NO
Cookie Dodd - Webinar	CBM Archives Co., LLC	cookie.dodd@cbmarchives.com	YES
John Doyle - Webinar	MorphoTrust	jdoyle@morphotrust.com	NO
Leslie Fisher - Webinar	Complete Tablet Solutions	lfisher@completetablet.com	NO
Kyle Fuller - Webinar	JTS	kyle@jts.net	NO
Amoreena Garcia - Webinar	Sun City Communications, LLC	amor@suncitycomm.com	YES
Craig Glover - Webinar	Softchoice Corporation	cglo@softchoice.com	NO
Dane Hatchett - Webinar	Xplore Technologies	dhatchett@xploretech.com	NO

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PLEASE PRINT LEGIBILY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Amy Hurst - Webinar	Copper River Information Technology, LLC	amy.hurst@copperriverit.com	NO
Jana Jackson - Webinar	ViON Corporation	Jana.Jackson@vion.com	NO
Cecil Johnson - Webinar	High Touch Technologies	cecilj@hightouchinc.com	NO
Prasanna Kattel - Webinar	Hitachi Data Systems	prasanna.kattel@hds.com	YES
Sally Klein - Webinar	IVS, Inc. - AngelTrax	sally.klein@angeltrax.com	NO
Kevin Machon - Webinar		kevin.machon@copperriverit.com	NO
Ed Mamon - Webinar	Copper River IT	ed.mamon@copperriverit.com	NO
Lisa McNeeley - Webinar	Hyland Software	lisa.mcneeley@onbase.com	NO
Mike Meister - Webinar		mike.meister@vion.com	YES
D'Arcy Mello - Webinar	GovConnection, Inc.	dmello@govconnection.com	NO
Donna Montgomery - Webinar	Command Line Systems	dmontgomery@clsaustin.net	YES
Kathy Mordue - Webinar	Raving Fan eEchnolgoies	kathy@ravingfantechnologies.com	YES
Stephanie Olmsted - Webinar	VIEVU	stephanieo@vievu.com	NO

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Caesar Otieno - Webinar	Avid Systems, LLC	caesar.otieno@avidsys.com	NO
Danny Pallone - Webinar	Vertical Technologies	dan.pallone@myvtsg.com	NO
Staci Parrie - Webinar	PTS Solutions, Inc.	stacip@ptssolutions.comm	NO
James Peay - Webinar	PTS Solutions	jamiep@ptssolutions.com	YES
Lyle Ribet - Webinar	PSI Technology	lribet@petrosys.com	YES
Teresa Richardson - Webinar	4QTRS Holdings LLC	teresa.richardson@4qtrs.net	NO
Lydia Riordan - Webinar	Riordan Associates	proposalriordan@austin.rr.com	NO
Mark Roberts - Webinar	Stellargy Services	mroberts@stellargy.com	YES
Geoffrey Schelhorn - Webinar	E-9 Corporation	GSchelhorn@e-9corporation.com	NO
Craig Somma - Webinar	GovConnection	csomma@govconnection.com	NO
Brittany Sparling - Webinar	Agnovi Corporation	brittany.sparling@agnovi.com	NO
Shearrard Thomas - Webinar	Lyncverse Technologies	sthomas@lyncverse.com	YES
Thomas West - Webinar	Crossmatch	thomas.west@crossmatch.com	NO
Ali Zahid - Webinar	DYNAMIC INVENTIONS LLC	zahid@din.us.com	YES

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PLEASE PRINT LEGIBILY

Casey deSousa - Webinar	Vertical Technologies, LLC	caseyd0505@yahoo.com	NO
Nathaniel Lindsay - Webinar	Softchoice	nathaniel.lindsay@softchoice.com	NO
Marty Marlow - Webinar	Copper River IT	marty.marlow@copperriverit.com	NO

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR LEGAL ENTITY NAME

1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR LEGAL ENTITY NAME* ("Vendor"), with its principal place of business at *VENDOR ADDRESS*.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-*XXX*, on *POSTING DATE*, for *NAME OF RFO*. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-*XXX* shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Agreement; *Exhibit 1, Vendor's Response to BAFO, including all addenda; Exhibit 2, the BAFO, including all addenda;* Exhibit *[3] 2*, Vendor's Response to RFO DIR-TSO-TMP-*XXX*, including all addenda; and Exhibit *[4] 3*, RFO DIR-TSO-TMP-*XXX*, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, *then Exhibit 1, then Exhibit 2*, then Exhibit *3*, and finally Exhibit *4*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend the Contract, by amendment for up to three (3) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to *insert product and RFO scope description here* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to *insert* ***SPECIFIC*** *services here* as specified in the RFO and Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is *insert number* percent (*insert number*%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $*insert dollars*.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

<u>If sent to the State</u>:
Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759

Email: dana.collins@dir.texas.gov

If sent to the Vendor:
Vendor Representative
Company Name
Address
City, State Zip
Phone: ( ) -
Facsimile: ( ) -
Email:

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix *X* of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix *X*. Vendor and Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix E of this Contract. No changes to the Service

Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

8. Authorized Exceptions to Contract or any Appendices.

No exceptions have been agreed to by DIR and Vendor.

This Contract is executed to be effective as of the date of last signature.

VENDOR LEGAL ENTITY NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _____

Name: _ Dale Richardson_____

Title: __Chief Operations Officer_____

Date: _____

Office of General Counsel: _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR SERVICES

VENDOR LEGAL ENTITY NAME

1. Introduction

A. Parties

This Contract for Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR LEGAL ENTITY NAME* ("Vendor"), with its principal place of business at *VENDOR ADDRESS*.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-*XXX*, on *POSTING DATE*, for *NAME OF RFO*. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-*XXX* shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; *Exhibit 1, Vendor's Response to BAFO, including all addenda; Exhibit 2, the BAFO, including all addenda;* Exhibit *[3]* 2, Vendor's Response to RFO DIR-TSO-TMP-*XXX*, including all addenda; and Exhibit *[4]* 3, RFO DIR-TSO-TMP-*XXX*, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then *Exhibit 1, then Exhibit 2,* then Exhibit *3*, and finally Exhibit *4*. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to two (2) optional one-year terms. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Service Offerings

Services available under this Contract are limited to *insert services and RFO scope description here* as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

Insert details regarding the services here

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is *insert number* percent (*insert number* %). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $*insert dollars*.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

<u>If sent to the State</u>:
Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

<u>If sent to the Vendor</u>:
Vendor Representative
Company Name

Address
City, State Zip
Phone: ( ) -
Facsimile: ( ) -
Email:

7. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Authorized Exceptions to Contract and any Appendices.

No exceptions have been agreed to by DIR and Vendor.

This Contract is executed to be effective as of the date of last signature.

VENDOR LEGAL ENTITY NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _____

Name: __Dale Richardson_____

Title: __Chief Operations Officer_____

Date: _____

Office of General Counsel: _____