

Requisition

Req # 00280031

PO #

Date: 07/01/15

Bill To: x
x

Vendor : 430919
DIEM TECHNOLOGIES, INC.
1227 WEST CAMPBELL ROAD, STE 301
RICHARDSON TX 75080-2970
FAX (972)421-4330

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	QUOTE: OKGGPA0003CA DO NOT DUPLICATE ORDER DIEM ANNUAL RIGHTFAX 6 x 12 SUPPORT AGREEMENT. INCLUDES: UNLIMITED PHONE & EMAIL SUPPORT MONDAY THROUGH SATURDAY 7:00A.M. TO 7:00P.M. CST. UNLIMITED FREE DIEM RIGHTFAX ADMINISTRATOR TRAINING (2-DAY CLASS TAUGHT EACH MONTH AT DIEM.) CUSTOMER MUST HAVE A DIEM TRAINED RIGHTFAX ADMINISTRATOR ON STAFF AT ALL TIMES TO RECIEVE SUPPORT UNDER THIS AGREEMENT. CUSTOMER MUST PROVIDE DIEM WITH REMOTE ACCESS (AT THE TIME SUPPORT IS REQUESTED) TO THE RIGHTFAX SERVER(S) VIA WEB-SUPPORT TOOL (E.G. LOGMEIN ETC.) OR VPN TO RECIEVE SUPPORT UNDER THIS AGREEMENT. ALL CUSTOMER REQUESTS FOR ON-SITE TECHNICAL SUPPORT, UPGRADES, AND/OR REINSTALLATION OF THE RIGHTFAX SOFTWARE BY A DIEM TECHNICIAN SHALL BE BILLABLE TO DIEM'S STANDARD PROFESSIONAL FEES AND EXPENSE RATES. SUID 83663-12108 ENTERPRISE, 15 ADDITIONAL CHANNELS, PDF - 02/24/15-02/25/16	4,123.00	4,123.00
1.00	EACH	TR1034+E16H-T1-1-1N-PC1e-R ADVANCED REPLACEMENT SUPPORT SUID: 86723-12108-02/24/15-02/25/16	1,843.50	1,843.50
1.00	EACH	NEW CUSTOMER DISCOUNT	-596.65	-596.65
		Account No _____	<u>Encumbrance</u>	
		5-1100-415-00-200-002-0-336	5,369.85	
			Freight	.00
			Total	5,369.85
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

RightFax Support Proposal

Hidalgo County

Noah Lopez

100 N. Closner

Edinburg, TX 78539

956-292-7000 ext 6015

noah.lopez@co.hidalgo.tx.us

Diem Technologies

1227 W. Campbell, Suite 301
Richardson, Texas 75080
www.diem.com
972-421-4300 FAX 972-421-4330

Date: 6/23/2015

Control #: OKGGPA0003CA

Salesperson: Michelle Enderson

Rev

1/11/12

Cust Dept :

Cust PO #:

Payment Terms: Net 30*

Total Sale: \$5,369.85

Prices Valid for 30 Days

This proposal does NOT include sales tax. Applicable sales tax will be added to the actual invoice.

A PRODUCT ORDER WILL NOT BE PLACED UNTIL CUSTOMER RETURNS TO DIEM (1) A VALID CUSTOMER PO FORM / NUMBER, OR (2) AN EXECUTED DIEM PO WAIVER FORM RELATED TO THE GOODS AND SERVICES COVERED

Diem proposals do NOT include any computers or servers.

Maintenance & Support Agreements

#	Description	Qty.	Amount	Total
1	Diem Annual RightFax 6 x 12 Support Agreement. Includes: Unlimited Phone & Email support Monday through Saturday 7:00 a.m. to 7:00 p.m. CST. Unlimited Free Diem RightFax Administrator training (2-day class taught each month at Diem). Customer must have a Diem trained RightFax Administrator on staff at all times to receive support under this Agreement. Customer must provide Diem with remote access (at the time support is requested) to the RightFax server(s) via web-support tool (e.g. Logmein etc.) or VPN to receive support under this Agreement. All Customer requests for on-site technical support, upgrades, and/or reinstallation of the RightFax software by a Diem Technician shall be billable at Diem's standard professional fees & expense rates. SUID 83663-12108 Enterprise, 15 additional channels, PDF - 2/24-15 - 2/25/16	1	\$4,123.00	\$4,123.00
2	Note: The Diem Support Agreements quoted above are premium plans exclusively offered by Diem Technologies			
3	TR1034+E16H-T1-1N-PCIe-R Advanced Replacement Support SUID: 86723-12108 - 2/24-15 - 2/25/16	1	\$1,843.50	\$1,843.50
4	New Customer Discount	1	(\$596.65)	(\$596.65)
Total Software Maintenance & Support Agreements				\$5,369.85

TOTAL SALE	\$5,369.85
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PAYMENT TERMS:	Net 30*
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* Regardless of terms listed above, payment terms for new customers are **Due Upon Receipt**. Once customers establish a credit history with Diem or submit a New Customer Form and meet minimum D&B credit ratings, net terms may be approved.

GENERAL TERMS AND CONDITIONS

DIEM does not warrant the usability, functionality, or reliability of any software or hardware product. It is expressly understood that the sole warranty, express or implied, for the software and hardware products purchased from DIEM are the Manufacturer's Warranty. Purchaser hereby acknowledges and accepts the License Agreement(s), Manufacturer's Warranty and return policies related to the products purchased from DIEM. Purchaser has performed its own due diligence related to the purported functionality and reliability of the software and/or hardware products purchased from DIEM and assumes sole responsibility for any and all purchase decisions made.

Any and all product returns must (1) be shipped pre-paid with the appropriate insurance, (2) include all original packaging, materials, and products in like-new condition, (3) include any manufacturer (NOT Diem) required RMA number, and (4) be received by the manufacturer (NOT Diem) within 30 days of shipment. All Captaris products are subject to a 20% restocking fee if returned and received by Captaris with an appropriate RMA number within 30 days after shipment. If the seal on the outside of the Brooktrout board box is broken, it CANNOT be returned for a refund. All Diem sales are final 30 days from the date of shipment.

Ownership of the products detailed herein does not pass to Purchaser until payment-in-full has been made to Diem. Accordingly, in the event Purchaser fails to make payment-in-full for the products in compliance with the terms provided for herein, Diem shall send a late notice attention of "Accounts Payable" by certified U.S. Mail to the address listed herein no later than 45 days after the expiration of the payment terms herein. In the event the Purchaser has not made payment-in-full on or before the 65th day after the expiration of the terms herein, Purchaser thereby waives any right to additional payment demand notice by Diem and specifically agrees to allow and/or provide a Diem representative access to the Purchaser's premises (or any other actual location of the products detailed herein) during normal business hours to retrieve the related products.

Any and all "Custom Programs" developed by DIEM on behalf of Purchaser shall be governed by a separate Statement of Work (SOW), and unless otherwise noted, shall be the property and sole responsibility of the Purchaser. Upon signoff of a Final Acceptance Test (FAT) by Purchaser, (1) DIEM shall

RightFax Support Proposal

Hidalgo County

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Diem Technologies

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Date: 6/23/2015

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provide Purchaser with the source code for said Custom Program, and (2) Purchaser assumes sole responsibility for any future trouble-shooting, maintenance, and/or modification to said Custom Program. DIEM hereby specifically reserves the unlimited right to reuse any and all code developed for Purchaser in any other Custom Program developed for any of its other customers. DIEM does not warrant the usability, functionality, or reliability of any Custom Program.

Purchaser assumes sole responsibility for the installation/setup of the software and/or hardware related to any order placed with DIEM unless DIEM has been specifically engaged (and compensated) to perform such services. DIEM strongly recommends that Purchaser engage the services of a professional to assist with the deployment of any and all products purchased from DIEM. In the event DIEM is specifically engaged (and compensated) to perform installation/setup services, DIEM shall use its best efforts to install/setup the software and/or hardware related to this order according to the manufacturer's recommendations.

Purchaser acknowledges that the written and verbal installation/setup instructions of commercial software and hardware manufacturers are not 100% reliable. Finally, Purchaser acknowledges that its office environment, business practices, software and hardware reliability, and user skill levels play a significant role in the successful deployment of any contemplated technology solution.

In no event shall DIEM be liable for any costs of procurement of substitute and/or additional goods or services (e.g. Line Conditioners, Testing Equipment...), or indirect, special, or consequential damages such as loss of data, loss of anticipated profits, or any other economic loss in connection with or otherwise arising out of the existence, furnishing, function, failure or Purchaser's use of any product or services purchased from DIEM, even if DIEM was aware of the possibilities of such damages.

Any and all installation, trouble-shooting, consultation, or other services ("Additional Services") performed by DIEM for Purchaser which are not specifically delineated and charged via an accepted Proposal and/or SOW shall be billable at DIEM's standard billing rates. In the event that DIEM consultants are required to travel outside of the immediate Dallas/Fort Worth area to perform Additional Services, Purchaser hereby agrees to pay for round-trip, non-stop coach airline tickets, per diem, hotel (if necessary), and local transportation expenses associated with such Additional Services.

ACCEPTANCE: Purchaser's (A) execution of this Proposal or any release or revision hereto (collectively the "Proposal"), (B) issuance of a Purchase Order for the goods and/or services covered hereunder, or (C) acceptance of the goods and/or services covered hereunder, whichever occurs first, shall be deemed Purchaser's acceptance of the Proposal. Purchaser's acceptance is limited to acceptance of the express terms of the Proposal and does not include any additional or different terms proposed by Purchaser to vary the terms hereof. Any additional or different terms in the Purchaser's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

ACCEPTED AND AGREED

Name

Date

Title



Support Contract Renewal

2301 W. 190th St.
 Torrance, CA 90504
 Phone #: 310-750-7252
 Fax #: 310-750-7262
 Email: dangelid@instantinfo.com

Renewal No: **16730-B0Q8**

David Angelidis

Quote to: Hidalgo County
 100 N Closner
 Edinburg, Texas 78539

Ship to: Hidalgo County
 100 N Closner
 Edinburg, Texas 78539

Date	Ship Via	FOB	Terms
3/4/2015			Net 30

Quote Valid Until	Sales Person	Request Delivery By
3/31/2015	David Angelidis	

Line #	Qty	Item	Description	Unit Price	Amount
1	1	301-OTX1407	IIS Premier Support for Open Text Fax Server (RightFax) - SW & HW Renewal 5x12 Standard RightFax Support. Enterprise Server, 15-Additional Channels, PDF Module, and Advanced Hardware Replacement for the Brooktrout Fax Board. SUID: 86723-12108 TR1034+E16H-T1-1N-PCle-R ** SUID:83663-12108 ** Contract Dates:2/24/2015 - 2/23/2016	\$5,352.00	\$5,352.00

Quote Subtotal: \$5,352.00
Shipping and Handling:
Sales Tax: ****
Quote Total: \$5,352.00

Past Due amounts subject to 1.5% per month Interest charge.

The Initial Term expires on: 2/24/2016 ("Initial Term").

****Applicable sales tax will be calculated and applied at time of invoice.



Support Contract Renewal

Signature	Name	Title	Date
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I am authorized to approve this transaction on behalf of Hidalgo County and Hidalgo County will honor to pay invoiced amount within thirty days.

Or

Credit Card Info

Cardholder Name:	_____	Billing Address:	_____
Card Number:	_____		_____
Expiration Date:	_____	MC AMEX	_____
Total Amount:	<u>\$5,352.00</u>	Signature	_____
Quote Number:	16730-B0Q8		

Thank You



15660 Dallas Parkway Suite 1100
Dallas , TX 75248

Quote Information

Opportunity Number: 415655

Quote Number: 00050047
Quote Date: 02/26/2015
Expiration Date: 03/30/2015

Prepared By:

Russel Hankins
Phone: +1 (214) 775-9357
Email: rhankins@mtm.com
Fax: +1 (201) 558-7367

Prepared For:

Hidalgo County
Key Contact: Noah Lopez
Phone: +1 (956) 318-2660
Email: noah.lopez@co.hidalgo.tx.us
Fax:

Bill To:

Hidalgo County
IT Department
PO Box 207
Edinburg TX 78540

Ship To:

Noah Lopez
Hidalgo County
IT Department
PO Box 207
Edinburg TX 78540

Quote Line Items

Line Description

		Qty	Unit Price	Total Price
1	MTM 8x5 Frontline Support for Open Text	1	\$1,030.75	\$1,030.75
2	Standard Support for RightFax - 1 Year	1	\$3,880.47	\$3,880.47
3	SUID: 83663-12108 - Enterprise Server, 15 Additional Channels, PDF	1	\$0.00	\$0.00
4	Open Text 1yr Next Day Advanced Replacement - For Fax Boards	1	\$1,735.06	\$1,735.06
5	SUID: 86723-12108 - TR1034+E16H-T1-1N-PCle-R Advanced Replacement Support	1	\$0.00	\$0.00

QUOTE TOTAL : \$6,646.28

Quote Comments:

Renewal Dates: 02/24/2015-02/23/2016

Terms of Sale:

- The terms of this Quote are valid for 30 calendar days from the above-referenced Quote Date.
- This Quote is subject to and governed by the MTM Technologies Agreement between the customer referenced herein ("you") and the MTM Technologies entity referenced herein ("MTM"). If you and MTM have not executed an MTM Technologies Agreement, this Quote is subject to and governed by the terms of the Agreement, posted at <http://www.mtm.com/terms> and a copy of which is available upon your request, and you accept the terms of this Quote and the standard MTM Technologies Agreement by (1) signing this Quote, (2) using the relevant Product or Service (or allowing others to do so) or (3) making any payment for the relevant Product or Service, and if you do not agree to the foregoing, you must notify MTM immediately to return the Product and obtain a full refund.
- Payment Terms: 30 days after the date of invoice.
- Freight Terms: F.O.B. MTM's or MTM's supplier's shipping dock, shipped ground unless otherwise requested in writing by you. You will reimburse MTM for transportation charges as specified herein or on MTM's invoice.
- All orders are subject to approval by MTM at its corporate headquarters in Stamford, Connecticut.

Quote Acceptance Information:

PO Number:

PO Date:

Ship To Address
(if different from above):

Signature:

Name (Please Print):

Title:

Date:

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Fwd: DIR-Commodity Code 920-45

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Thu, Jun 18, 2015 01:12 PM

Subject : Fwd: DIR-Commodity Code 920-45 1 attachment**To :** Linda Fong <linda.fong@auditor.co.hidalgo.tx.us>, Arcy Duran <arcy.duran@auditor.co.hidalgo.tx.us>, Elizabeth Cano <elizabeth.cano@auditor.co.hidalgo.tx.us>**Cc :** josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>, victor garza <victor.garza@da.co.hidalgo.tx.us>, isaac sulemana <isaac.sulemana@da.co.hidalgo.tx.us>, Rudy Salinas <rudy.salinas1@co.hidalgo.tx.us>, Darlene H. Betancourt <darlene.betancourt@co.hidalgo.tx.us>, Raul Silguero <raul.silguero@co.hidalgo.tx.us>

Auditor Staff:

After our lengthy discussions yesterday, you did not agree with the AG opinion provided [through Hon. Isaac Sulemana, Asst. HC-DA, Civil Div.] as a example of the circumstances surrounding the pending situation for IT in acquiring support and maintenance services for the County-wide fax program. I am providing you the attachment off of the DIR Web page/site that clearly identifies and confirms that the commodity code in question is offered under their contracts. However, the one required by IT is not available through DIR awarded vendors. Thus, we have to turn to a "spot purchase" scenario which based on the AGO does not require proceeding with 262.023(a)(1). As a good business practice, the Purchasing Dept. sought quotes from vendors to secure the lowest and best quote to comply with the end users needs. Therefore, I submit to you that based on this finding and confirmation, Purchasing will process the Requisition #274282 and issue a PO to DIEM TECHNOLOGIES, INC. Purchasing will be sure and attach all confirming documentation to the PO for purposes of supporting the "spot purchase" of this service.

Yours truly,
Marty Salazar

From: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>**To:** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>**Cc:** "Darlene H. Betancourt" <darlene.betancourt@co.hidalgo.tx.us>, "Rudy Salinas" <rudy.salinas1@co.hidalgo.tx.us>**Sent:** Thursday, June 18, 2015 12:24:46 PM**Subject:** DIR-Commodity Code 920-45

Good Afternoon,

Please see attached as per your request of the DIR information under the commodity code 920-45

Thank you,

Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612
elena.gomez@co.hidalgo.tx.us

Ms. Salazar,

You have asked our office to provide a recommendation with regard to the application of the Texas Local Government Code §262.023 Competitive Requirements for Certain Purchases to commodity code expenditure balances in excess of \$50,000.00.

Texas Local Government Code §262.023 does not create competitive requirements for the purchases in question. Texas Local Government Code §262.023 provides in relevant part:

- (a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$50,000.00, the commissioners court of the county must:
 - (1) Comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;
 - (2) Use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or
 - (3) Comply with a method described by Chapter 2269, Government Code.

§262.023 specifically addresses possible abuses of the \$50,000.00 threshold in section (c):

In applying the requirement established by subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract...

Based on our office's review of the statute, year-to-date expenditures of a specific commodity code in excess of \$50,000.00 does not immediately trigger the competitive procurement requirements outlined in §262.023(a) (1-3). There is no definitive cap on the amount of "spot purchasing" allowed under the \$50,000.00 threshold.

However, §262.023(c) explicitly prohibits the intentional "structuring" of purchases to avoid the requirements of subsection (a) and the Texas Attorney General has cautioned that if the need is seen as a "continuing situation" the county would be required to call for bids. See Op. Tex. Att'y Gen. JM-1254 (1990). Additionally, the Texas Attorney General has also clarified the limitation in subsection (a) as applying to all County offices and a single supplier. See Op. Tex. Att'y Gen. JM-725 (1987).

Summary

Aggregate commodity code year-to-date expenditures exceeding \$50,000.00 do not automatically trigger the competitive procurement requirements outlined in section (a). So long as the individual purchases or contracts under \$50,000.00 are not being intentionally structured so as to avoid the requirements, "spot" purchases of less than \$50,000.00 are permissible even after the aggregate commodity code year-to-date expenditures have exceeded \$50,000.00.

FW: Aggregate Commodity Code Opinion

From : Victor M. Garza <victor.garza@da.co.hidalgo.tx.us>
Subject : FW: Aggregate Commodity Code Opinion
To : 'Rudy Salinas' <rudy.salinas1@co.hidalgo.tx.us>
Reply To : victor.garza <victor.garza@da.co.hidalgo.tx.us>

Victor M. Garza
Assistant District Attorney
Civil Division
Office of the Criminal District Attorney
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

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From: Isaac V. Sulemana [mailto:isaac.sulemana@da.co.hidalgo.tx.us]
Sent: Monday, April 13, 2015 10:18 AM
To: martha.salazar@co.hidalgo.tx.us
Cc: josephine.ramirez@da.co.hidalgo.tx.us; victor.garza@da.co.hidalgo.tx.us
Subject: Aggregate Commodity Code Opinion

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§262.023 specifically addresses possible abuses of the \$50,000.00 threshold in section (c):
In applying the requirement established by subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of department, or institution are treated as if they are part of a single purchase and of a single contract...

Based on our office's review of the statute, year-to-date expenditures of a specific commodity code in excess of \$50,000.00 does not immediately trigger the amount of "spot purchasing" allowed under the \$50,000.00 threshold.

However, §262.023(c) explicitly prohibits the intentional "structuring" of purchases to avoid the requirements of subsection (a) and the Texas Attorney Gener. to call for bids. See Op. Tex. Att'y Gen. JM-1254 (1990). Additionally, the Texas Attorney General has also clarified the limitation in subsection (a) as applying t

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Isaac Villalon Sulemana
Assistant District Attorney
Civil Division
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner
Edinburg, TX 78539
(956) 318-2313
(956) 318-2079 FAX
isaac.sulemana@da.co.hidalgo.tx.us

The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. or of reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strict SENDER BY REPLY E-MAIL TO isaac.sulemana@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION. *****

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Cooperative Contracts - Blanket Exemptions

If, for any reason, a state agency wants to procure an item available from DIR's Cooperative Contracts program through an avenue other than a DIR contract, the agency must first obtain an exemption from DIR.

Before requesting an exemption, review the list of current blanket exemptions to determine if there one that applies to the IT commodity you wish to procure. (Under certain circumstances, DIR may have already determined that it is reasonable to grant a blanket exemption to all state agencies.)

Should your state agency decide to proceed with an IT product or service procurement under a blanket exemption, the procurement must be made in accordance with the exact scope, terms, and requirements specified in the Blanket Exemptions listed below.

Blanket Exemption List

Click on each blanket exemption below to learn specific important details.

+ Emergency Procurement Exemption

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract if a situation arises in which compliance with [TGC 2157.068](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2157.htm) (<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2157.htm>) and/or [1 TAC 212](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212) ([http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212)) is impractical or contrary to the public interest, and an Emergency Procurement is warranted to prevent a hazard to life, health, safety, welfare, or property or to avoid undue additional cost to the state. The scope and duration of the purchases shall not exceed the duration of the emergency.

+ Critical Need Exemption

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract if an unforeseeable circumstance occurs that requires immediate attention, but does not qualify as an Emergency Procurement as defined in [1 TAC 212](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212) ([http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212)). This exemption is for procurements not to exceed \$1,500 and that are necessary to restore operation or to correct severely impaired operations due to an equipment failure.

+ TIBH Set-Aside Exemption

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract if those commodity IT items are offered in the Texas Industries for the Blind & Handicapped (TIBH) catalog and designated by the Texas Facilities Commission as a product that is set aside from competitive bidding and offered through a TPASS term contract.

+ Minimum Threshold Procurements

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract for procurements not to exceed \$1,000.

Commodity Item exceeding \$1 Million - Exemption effective 09/01/2015

State agencies are granted an exemption from the requirement to purchase through a DIR contract when purchasing commodity products and/or services when the value of the contract exceeds \$1 million.

+ Computer/Office Equipment, Accessories and Consumables Exemption through 08/31/2015

State agencies are granted an exemption for the procurement of Computer/Office Accessories and Consumables for the specific IT Commodity codes listed below:

204, 206 – Refurbished Computer and Accessories

207-30 – Compact Disks, DVD, ROM, etc.

207-42 – Diskettes, Disk Packs, Floppy Diskettes, Labels, etc.

207-72 – Printer Accessories and Supplies: Chemicals, Forms Tractors, Inks and Cartridges, Paper, Label Sheets, Sheet Feeders, Toner Cartridges Wheels, etc.

207-79 – Recycled Computer Accessories and Supplies

207-87 – Tapes, Tape Cartridges, Tape Cassettes, Tape Reels, Tape Labels, etc.

610-56 – Ribbons, Computer and Data Processing, All Types (For Tab See 610-73)

610-63 – Ribbons, Teleprinter and Teletype, All Types

838 – Refurbished Telephones

+ Radio Tower Rental or Lease Exemption through 08/31/2015

State agencies are granted an exemption for the rental or lease of radio towers only. This exemption is valid for the IT Commodity codes listed below:

985-69 – Radio and Telecommunications Equipment and Accessory Rental or Lease (Including Radio Towers)

- Software Maintenance Exemption through 08/31/2015

State agencies are granted an exemption for the procurement of software maintenance, if the software maintenance is proprietary or is not available from one of the contracted vendors. State agencies are advised to check the website prior to the purchase, as DIR adds new software titles on a regular basis. This exemption is valid for the IT Commodity codes listed below:

920-45 – Software Maintenance/Support

+ Training Services Exemption through 08/31/2015

State agencies are granted an exemption for the procurement of training services, if the training is not available from one of the contracted vendors listed on the DIR Training website. State agencies are advised to check the website prior to the procurement, as the training vendors may add new training course titles on a regular basis. This exemption is valid for the IT Commodity codes listed below:

920-91 – Training, Computer Based (Software Supported)

924-40 – Instructor-led Classroom Training (Including Technical)

+ Publication - Subscription Services Exemptions through 08/31/2015

Electronic Publications, Database or Library Subscription service not offered under any current DIR contract for class code 715-35, 915-51, 956-35, 920-02,920-03 or 920-46.

+ Job Posting Services Exemptions through 08/31/2015

Zimbra

rudy.salinas1@co.hidalgo.tx.us

Diem Technologies Maintenance and Support Agreement

From : Isaac V. Sulemana <isaac.sulemana@da.co.hidalgo.tx.us>
Subject : Diem Technologies Maintenance and Support Agreement
To : rudy.salinas1 <rudy.salinas1@co.hidalgo.tx.us>
Cc : victor.garza <victor.garza@da.co.hidalgo.tx.us>, Martha Salazar <martha.salazar@co.hidalgo.tx.us>

Wed, Jun 3, 2015

Rudy,

I've reviewed the attached Diem Technologies contract. The Net 30 payment terms are cause for minor concern as our payment process may take a longer, but overall we approve as to form.

Please contact me if you have any additional questions.

Thank you,

Isaac Villalon Sulemana
Assistant District Attorney
Civil Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closer Rm 303
Edinburg, TX 78539
(956) 318-2313
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