NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 19, 2021
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 3 – 56)

3. Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$2,100
To	0100-0551-003008	Const Pct #1/LE Equip	$2,100

4. Discuss, consider and take appropriate action on a line item transfer for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0475-002050	County Atty/Work Comp	$11,306.52
From	0100-0560-002050	Sheriff's Dept/Work Comp	$36,562.83
To	0100-0540-002050	EMS/Work Comp	$47,869.35

5. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount

From	0200-0210-003553	Signs	$18,000.00
To	0200-0210-004620	Furniture/Equip. Rental	$18,000.00

6. Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > $5,000	$3,500.00
To	0200-0210-004505	Software Maintenance	$3,500.00

7. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

8. Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

9. Discuss, consider, and take appropriate action on approving property tax collections for the month of September 2021 for the Williamson County Tax Assessor/Collector.

10. Discuss, consider and take appropriate action to adopt a Williamson County Auto Liability Settlement Authority Policy.

11. Approve and note in the official minutes the adoption of a Veteran's Service Appointment Policy.

12. Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, Deputy Blake Hartt, to be designated as the Local Rabies Control Authority (LRCA) effective October 19, 2021 for the purposes of the Rabies Control Act of 1981.

13. Discuss, consider and take appropriate action to approve Justice of The Peace, Pct.1, September 2021 Monthly Report, in compliance with Code of Crim. Proc. 103.005

14. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, September 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

15. Discuss, consider, and take appropriate action on approving the FY2022 Indigent Defense Formula Grant Application Resolution.

16. Discuss, consider and take appropriate action on a resolution certifying that Williamson County made a grant to Opportunities for Williamson and Burnet Counties, an organization that provides home-delivered meals to homebound persons in the county who are elderly and/ or have a disability, in the amount of $45,000 to be used between the period of October 1, 2020 to September 30, 2021 and that Opportunities for Williamson and Burnet Counties used said amount for such purposes during the said time period.

17. Discuss, consider, and take appropriate action to authorize the County Judge to sign standard forms, agreements and all related documents pertaining to application of the Hazard Mitigation Grant Program.

18. Discuss, consider and take appropriate action on the amended pass through budget and acknowledge Josh Renner (Williamson County Conservation Foundation) as project point-of-contact and Jody Cook (Williamson County Auditor's Office) as contract point-of-contact for the grant awarded to proposal submission F21AS00171 Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species.

19. Discuss, consider and take appropriate action on approving the acquisition of a General Star Special Risk Plus Physicians and Surgeons Professional Liability Policy under RFP Contract #1904-308, through Lee Insurance Agency in relation to psychiatric medical services to be performed by Dr. Ghulam Khan, MD, as an independent contractor, at the Williamson County Jail, with such policy having an annual premium of $20,843.35.

20. Discuss, consider and take appropriate action on approving the acquisition of a General Star Special Risk Plus Physicians and Surgeons Professional Liability Policy under RFP Contract #1904-308, through Lee Insurance Agency in relation to medical services to be performed by Dr. Adam Barta, MD, as an independent contractor, at the Williamson County Jail, with such policy having an annual premium of $50,689.27.

21. Discuss, consider and take appropriate action on four License Agreements between the Williamson County and Cities Health District (WCCHD) and Williamson County, Texas relating to the establishment, maintenance, operation and use by the District of the County’s facilities located at 355 Texas Ave, Round Rock, TX; 115 W 6th St. Taylor, TX; 100 W. 3rd St. Georgetown, TX; and 350 Discovery Blvd #102 Cedar Park, TX.

22. Discuss, consider and take appropriate action on approving the Mo'mix Performance Center Reporting Software annual subscription covering the term of October 2021 – September 2022 for the annual amount of $82,110.00 pursuant to BuyBoard Contract #579-19.

23. Discuss, consider and take appropriate action on approving the agreement between Marriott International, Inc. d/b/a Sheraton Austin Georgetown Hotel & Conference Center and Williamson County for venue and catering services in the amount of $12,000.00 and authorizing execution of the agreement.

24. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter kittens from the Orphan Kitten Club.

25. Discuss, consider, and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corp. for one (1) copy machine for the Justice of the Peace Precinct 1 office for a monthly fee of $138.51 plus overages, pursuant to the DIR-CPO-4433 contract.

26. Discuss, consider and take appropriate action on approving lease agreement between Williamson County and Sharp Electronics Corp. for one (1) copy machine for the Purchasing Department for the monthly fee of $178.76 plus overages, pursuant to DIR Contract #DIR-CPO-4433.

27. Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corps for one (1) copier for Williamson County Commissioner Pct #4, one (1) in the amount of $136.81 per month for a total amount of $1,504.91 pursuant to DIR Contract #DIR-CPO-4433 lease.

28. Discuss, consider and take appropriate action on approving the services contract between Williamson County and Randal’s Tower Tech, Inc. to provide tower climbers for as-needed repair/maintenance services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $25,000.00, and authorizing execution of the contract.

29. Discuss, consider and take appropriate action on approving the purchase of one (1) Chevrolet Tahoe for vehicle replacement from Holiday Chevrolet in the amount of $54,710 pursuant to Tarrant County Cooperative Contract #'s 2020-0174 for the Vehicle and 2019-181 for the upfitting.

30. Discuss, consider, and take appropriate action on approving the purchase of one (1) Chevrolet Tahoe from Holiday Chevrolet in the amount of $52,111.00, pursuant to TXSmartBuy Contract #070-A1 for the vehicle and Tarrant County Cooperative Contract #2019-181 for the upfitting.

31. Discuss, consider and take appropriate action on approving the contract between Williamson County and Facilities Resource, Inc. for the purchase of furniture at the District Attorney's Office for the total amount of $5,461.20 per the terms of the Omnia National contract number #2019-001896, and authorizing the execution of the contract.

32. Discuss, consider and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corp. for a copier at a monthly rate of $136.34, to include 3,000 copies per month plus overages pursuant to the DIR-CPO-4433 contract.

33. Discuss, consider and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corp. for one (1) copy machine for the Commissioner's Court at a monthly fee of $117.87 plus overages, pursuant to the DIR-CPO-4433 contract.

34. Discuss, consider and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corporation for one (1) copy machine at a monthly rate of $159.05, to include 3,000 copies per month with overages to be charged at $0.0084 each, delivery, installation, training, parts, labor, toner and staples, pursuant to the DIR-CPO-4433 contract.

35. Discuss, consider and take appropriate action on approving blanket purchase orders for Verizon Wireless in the amounts of $52,654.14 for air cards and $55,048.32 for cellular phones for the Williamson County Sherrif's Office, pursuant to DIR contract #DIR-TSO-3415.

36. To discuss and take appropriate action on a contract amendment to the Texas State Library contract for the County Clerk.

37. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Overhead Door Annual Preventative Maintenance Service under RFP #22RFP32.

38. Discuss, consider and take appropriate action on HCS Inc., Change Order No. 4 for the Williamson County Justice Center Remodel Project (P515) for $184,417.60 and a time extension of 46 calendar days.

39. Discuss, consider and take appropriate action approving the appointment of Tom Stanfield, Williamson County Sr. Project Manager for Facilities, with general authority to approve change orders for the Agreement between Owner and Chasco Constructors, relating to the Williamson County LE Drop Center (418P) for any increase or decrease in cost of $50,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Tom Stanfield to sign non-contractual permit applications and payment applications associated with the construction of the project.

40. Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Work Authorization No. 4 under Williamson County Contract between Kleinfelder, Inc. and Williamson County, dated August 12, 2021, for On-Call Materials Testing and Geotechnical Services. Funding Source will be P562.

41. Discuss, consider and take appropriate action on Contract Amendment 2 to Williamson County Contract for Engineering Services between Williamson County and Alliance Engineering Group, Inc. relating to the Expo Concessions and Restrooms Project (P475).

42. Discuss, consider and take appropriate action on Supplemental Agreement No. 3 to Work Authorization No. 2 under Williamson County Contract between Alliance Engineering Group and Williamson County, dated September 17, 2019, for On-Call Materials Testing and Geotechnical Services. Funding Source will be P475.

43. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Design and Construction Administration for Juvenile Justice Center Addition under RFQ #22RFSQ33.

44. Discuss, consider, and take appropriate action on correcting the spreadsheet for RFQ #21RFSQ2 Design or Engineer Services for Minor County Building Projects to include Henderson Professional Engineers to the recommended firms attached for a period of five (5) years on an as-needed basis.

45. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Tree Limb Chipping Services under IFB #22IFB30.

46. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Rubber-Asphalt Crack Sealer under IFB #22IFB31.

47. Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB34 Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay.

48. Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing & Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

49. Discuss, consider and take appropriate action on Work Authorization No 8 in the amount of $100,457.00 to expire on December 31, 2022 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Roadway Schematic on CR 130 from FM 1660 to CR 131. Funding source: 01.0200.0210.004100.

50. Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $198,917.50 to expire on June 30, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Roadway and Drainage Improvements in Durham Park Subdivision Phase 2A and 2B. Funding source: P498.

51. Discuss, consider and take appropriate action on approval of the final plat for the Rolling Meadows subdivision – Precinct 4.

52. Discuss, consider and take appropriate action on approval of the final plat for the Cole subdivision – Precinct 2.

53. Discuss, consider and take appropriate action on approval of the final plat for the Carnley Two subdivision – Precinct 3.

54. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 22 subdivision – Precinct 3.

55. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 2A subdivision – Precinct 3.

56. Discuss, consider and take appropriate action on approval of the amending plat for the Round Rock Medical Office Building subdivision – Precinct 3.

REGULAR AGENDA

57. Discuss, consider and take appropriate action on a Proclamation recognizing October 11-17, 2021 as National Police Week.

58. Discuss, consider, and take appropriate action on a proclamation designating October 2021 as Manufacturing Month in Williamson County.

59. Discuss, consider and appropriate action on approving the reappointment of Hank Jones as Williamson County Fire Marshal for a two-year term commencing October 29, 2021, subject to the conditions of employment and employment policies of all Williamson County employees, pursuant to Local Government Code Section 352.011 (b).

60. Discuss, consider and take appropriate action on approving the Official Bond and Oath for Hank Jones, Fire Marshal, in the amount of $10,000.00 pursuant to Local Government Code 352.012, effective October 29, 2021, through October 29, 2023.

61. Discuss, consider and take appropriate action on approving Katie Sharpton as the Texas A&M AgriLife Extension Service – Family & Community Health Agent.

62. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	$48,239.61
	0100.0475.002010	FICA	$3,690.33
	0100.0475.002020	Retirement	$7,645.66
	0100.0475.004902	Co Atty Legislative Supplement	$24,424.40

63. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	$84,000.00

64. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Williamson County Radio Communications System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.004545	Tower Maintenance	$25,000.00
	0507.0507.004510	Facility Repairs	$155,000.00

65. Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for Fiscal Year (FY) 2022 in relation to the Williamson County Health Care Participation Progrm and establish how the revenue derivied from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

66. Discuss, consider and take appropriate action on approving the purchase of Teammate Analytics annual software maintenance in the amount of $8,886.00, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code § 262.024(a)(7)(D) captive replacement parts or components for equipment.

67. Discuss, consider and take appropriate action on canceling Commissioners Court sessions on November 30, 2021 and December 28, 2021. For the Commissioners Court meeting to be held on Tuesday, November 16, 2021, the cut-off for submitting Agenda items will be Wednesday, November 10, 2021 due to the county holiday.

68. Discuss, consider and take appropriate action on the engagement of the law firm of Graves, Dougherty, Hearon & Moody, P.C. to provide legal representation to Williamson County regarding constitutional matters and regulations relating to public access to and use of county property; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov’t Code § 262.024(a)(4).

69. Discuss, consider, and take appropriate action on the Inter-Local Agreement (ILA) between Williamson County and Bluebonnet Trails Community Services (BTCS).

70. Discuss, consider and take appropriate action on authorizing a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $175,000.00 as per Omnia Partners Cooperative Contract #R161501.

71. Discuss, consider and take appropriate action on accepting HS-Homeland Security Grant Number 2957207 in the amount of $31,000.00 to support the Williamson County HazMat Monitor Maintenance Project.

72. Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $190,000.00 pursuant to Omnia Partners contract #R161501.

73. Discuss, consider and take appropriate action on approving the purchase renewal of Swagit's Extensible Automated Streaming Engine (EASE) software in the amount of $9,540.00 and exempting Swagit Productions, LLC from the competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D) captive replacement.

74. Discuss, consider and take appropriate action on approving the purchase of AgendaQuick annual software maintenance in the amount of $6,520.00 and exempting Destiny Software, Inc. from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) discretionary exemption for captive replacement parts or components for equipment.

75. Discuss, consider and take appropriate action on a redistricting timeline.

76. Receive updates on the Facilities Department projects. Dale Butler will present a PowerPoint presentation.

77. Discuss, consider and take appropriate action on approving a General Construction Agreement between Williamson County and Chasco Constructors, Ltd. L.L.C. for the Liberty Hill Community Supervision & Corrections Division (CSCD) Modular Building Site Preparation, in the amount of $144,000; exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County, and authorize the County Judge to execute all associated documents.

78. Receive updates on the Department of Infrastructure projects and issues.

79. Receive the October 2021 Construction Summary Report and PowerPoint Presentation.

80. Discuss, consider and take appropriate action on authorizing a repair parts blanket purchase order for Fleet Services to Don Hewlett Chevrolet in the amount of $125,000.00.

81. Discuss, consider and take appropriate action on approving the purchase of one (1) 2022 Freightliner 114SD Chassis Truck with Wirtgen MC-20 binding agent spreader body in the amount of $314,569.00, from Freightliner of Austin, as per BuyBoard Contract #601-19.

82. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4230, in the amount of $20,509.80 for CR 258 Milling, Sealing and Overlay. Funding Source: 01.0200.0210.003599.

83. Discuss, consider, and take appropriate action on approving the purchase of five (5) pieces of Heavy Equipment from Holt Cat for one (1) Caterpillar 926M Wheel Loader in the amount of $168,272.00, one (1) Caterpillar C S56B Paving & Compactor in the amount of $169,777.00, one (1) Caterpillar 330 TC Excavator with pin grabber in the amount of $329,772.00, these three (3) include an Extended Warranty of 48 months or 2000 hrs. The Department will also purchase one (1) Caterpillar 120 Motor Grader in the amount of $260,022.00 and one (1) Caterpillar D5 VP Track Type Bulldozer in the amount of $318,926.00 to include extended warranty 60 Months for a total amount of $1,246,769.00 pursuant to Sourcewell Contract #032119-CAT.

84. Discuss, consider and take appropriate action on approving purchase of three (3) 2022 Ford F-250 Regular Cab Trucks in the amount of $27,933.25 for each and one (1) 2022 Ford F-250 Regular Cab Truck 4x4 in the amount $30,083.75, one (1) 2022 Ford Crew Cab in the amount of 66,021.50 and one (1) base model Ford Explorer in the amount of $28,855.50 for a total amount of $209,360.50. All quotes include a one-time administrative fee of $300 per purchase order from Silsbee Ford as per GoodBuy Contract #20-8F000.

85. Discuss, consider, and take appropriate action regarding a Change Order No. 3 in the amount of -$51,416.50 for Project T1740 Sam Bass Interim Signals (Austin Traffic Signal), a Road Bond project in Commissioner Pct. 1 P:462 Funding Source: Road Bond.

86. Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4609, in the amount of $15,000.00 for Tradesman's Industrial Park & 79 Business Park Improvements. Funding source: 01.0200.0210.003599.

87. Discuss, consider, and take appropriate action on awarding IFB #21IFB15 South Bounds Street Overlay to Chasco Constructors for $889,988.00 and authorizing the execution of the agreement. Funding source is P374.

88. Discuss, consider, and take appropriate action on awarding IFB #21IFB16 Cotrell Street Overlay to Chasco Constructors and authorizing the execution of the agreement. Funding source is P369.

89. Discuss, consider and take appropriate action on 7 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462
Unit O54- Wagner de Oliveira
Unit C21- Ramiro Vallejo
Unit A13- Derron Mirtsching
Unit I12- Joseph Carrizales
Unit A11- Justin Peacock
Unit E09- Thom Watts
Unit E13- Nicolas Crow

90. Discuss, consider and take appropriate action on 2 claims for moving expenses with Brian and Lacy Brown related to the SE Loop Segment 3 right of way acquisition on Parcel 68. Funding Source: Road Bonds P332

91. Discuss, consider and take appropriate action on a real estate contract and residential lease agreement with Roger and Kelly Conrad for right of way needed on the SE Loop Segment 2 project (Parcel 29). Funding Source: LRTP P457

92. Discuss, consider and take appropriate action on a real estate contract with Jimmie and Sally Zimmerman for right of way needed on the Sam Bass Rd. project (Parcel 75). Funding Source: Road Bonds P462

93. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Coupland Regarding the City/County Participation in the Design and Construction Costs Related to the South Broad and Muery Streets Construction project.

94. Discuss, consider and take appropriate action on a real estate contract with Ronald and Janice Smith for right of way needed on the CR 100/CR 118 project (Parcels 4 &6). Funding Source: LRTP P457

95. Discuss, consider and take appropriate action on a real estate contract with Gary and Carol Guthrie for right of way needed on the CR 100/CR 118 project (Parcel 7). Funding Source: LRTP P457

96. Discuss, consider and take appropriate action on a real estate contract with Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust for right of way needed on the CR 100/CR 118 project (Parcel 8). Funding Source: LRTP P457

97. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.039 acres) required for the construction of CR 176 @ RM 2243, and take appropriate action. (Texas Crushed Stone Company)

98. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act and the American Rescue Plan Act of 2021 to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and American Rescue Plan funding, as well as possible future funding and allocation plans in relation to CARES Act and American Rescue Plan funds.

99. Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

100. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278 @ Bagdad Rd.
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for CR 100/CR 118.
g) Discuss the acquisition of real property for CR 366.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.

q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176
v) Discuss acquisition of right of way for Corridor E.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)
c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

101. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power

102. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United

States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Claim of Regina Wright.
h) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
i) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
j) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
k) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
l) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
n) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
o) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
r) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
t) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
u) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
v) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
w) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
aa) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.

cc) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

103. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

104. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

105. Discuss and take appropriate action concerning economic development.

106. Discuss and take appropriate action concerning real estate.

107. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Claim of Regina Wright.
h) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
i) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
j) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.

k) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
l) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
m) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
n) Case 1:21-cv-00388-RP; Ramsey Mitchell vs. Williamson County, Robert Chody, Zachary Camden, Mark Luera, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
o) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
p) Shamona Harris - EEOC Charge #451-2021-00812.
q) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
r) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
s) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.
t) Civil Action No. 1:21-cv-00275; Big Fish Entertainment LLC v. Williamson County Sheriff's Office et al.; In the United States District Court for the Western District Of Texas, Austin Division.
u) EEOC Charge of Discrimination #451-2021-01357 – Jesse Gomez.
v) Civil Action No. 1:21-cv-00350; Imani Nembhard v. Williamson County, Robert Chody and Christopher Pisa; In the United States District Court for the Western District Of Texas, Austin Division.
w) Civil Action No. 1:21-cv-00350; Gary Watsky v. Williamson County, Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
x) Kelli Bomer - EEOC Charge #451-2021-00920.
y) Gary Haston - EEOC Charge #451-2021-01145.
z) Civil Action No. 1:21-CV-480; Gloria Cowin, Individually and on behalf of the Estate Of Patrick Dupre, v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
aa) Civil Action No. Civil Action No. 21-481; Marquina Gilliam-Hicks v. Sean Feldman, In his individual capacity, and Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
bb) EEOC Charge of Discrimination #450-2021-00854 - Donald L. Foiles, Jr.
cc) Civil Action No. 1:21-cv-615; Bernardo Acosta v. Williamson County; In the United States District Court for the Western District Of Texas, Austin Division.
dd) Jacqueline Robinson - EEOC Charge # 451-2021-01742.
ee) Williamson County Landfill Operation Agreement Terms and Conditions.
ff) Civil Action No. 1:21-cv-00834; Skylar Leal vs Williamson County and Lorenzo Hernandez; In The United States District Court for the Western District of Texas, Austin Division.

108. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

109. Comments from Commissioners.

110. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 15th day of October 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 10/19/2021

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Non-Departmental.

Background

During the budget process Constable Chance agreed to transfer three shotguns to the Constable Precinct #3 Office with the promise from our office that we would put the funds in his FY22 budget to purchase three new shotguns, ones that he preferred. Even though I show this item was completed, the money was not and is not in his budget. Because there was excess money added to contingencies after running some of our payroll processes, this will not impact the original contingency amount requested for the year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$2,100
To	0100-0551-003008	Const Pct #1/LE Equip	$2,100

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:51 AM
Form Started By: Ashlie Holladay		Started On: 10/14/2021 10:23 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **4.**

Meeting Date: 10/19/2021

Line Item Transfer

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for EMS.

Background

Each year we budget using projected work comp rates from our carrier/Human Resources. These are merely estimates and shortages/overages are unknown until the actual invoice is received. The invoice was posted today and the work comp line in EMS is short. This transfer will cover the shortage through the end of FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0475-002050	County Atty/Work Comp	$11,306.52
From	0100-0560-002050	Sheriff's Dept/Work Comp	$36,562.83
To	0100-0540-002050	EMS/Work Comp	$47,869.35

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:18 AM
Budget Office (Originator)	Ashlie Holladay	10/14/2021 11:30 AM
Form Started By: Ashlie Holladay		Started On: 10/14/2021 11:00 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 10/19/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

This transfer is necessary in order to continue renting portable traffic signals at the intersection of Ronald Reagan Blvd and Santa Rita Blvd.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	$18,000.00
To	0200-0210-004620	Furniture/Equip. Rental	$18,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/13/2021 08:45 AM
Budget Office	Ashlie Holladay	10/13/2021 09:01 AM
Form Started By: Kelly Murphy		Started On: 10/12/2021 01:50 PM
Final Approval Date: 10/13/2021		

Commissioners Court - Regular Session **6.**

Meeting Date: 10/19/2021

Line item transfer for the Road and Bridge Division

Submitted For: Terron Evertson **Submitted By:** Kelly Murphy, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Road and Bridge Division.

Background

This transfer is necessary in order to purchase an additional subscription for roadway design software.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-005741	Computer Software > $5,000	$3,500.00
To	0200-0210-004505	Software Maintenance	$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/13/2021 08:46 AM
Budget Office	Ashlie Holladay	10/13/2021 09:02 AM
Form Started By: Kelly Murphy		Started On: 10/12/2021 02:56 PM
Final Approval Date: 10/13/2021		

Commissioners Court - Regular Session **7.**

Meeting Date: 10/19/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	10/13/2021 03:55 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:52 AM
Form Started By: Kayla Marek		Started On: 10/13/2021 03:16 PM
Final Approval Date: 10/14/2021		

Organization	Position	EE Num	Annual Sal+ COLA	Annual Merit Amount	Merit%	Final Proposed Salary	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
26th District	Ct Adm 3 Dist 26.0011.001100.	12701	$72,729.49	$2,181.88	3.00%	$74,911.37		MERIT	10/15/2021
277th District	Court Administrator IV.0100.001100.	00706	$80,285.28	$2,408.56	3.00%	$82,693.83		MERIT	10/15/2021
368th District	Ct Adm 3 Dist 368.0103.001100.	12953	$72,729.49	$2,872.81	3.95%	$75,602.30		MERIT	10/15/2021
395th District	Ct Adm 1 Dist 395.0106.001100.	13016	$47,306.48	$1,419.19	3.00%	$48,725.67		MERIT	10/15/2021
425th District	Ct Adm 3 Dist 425.0109.001100.	12743	$72,729.49	$2,181.88	3.00%	$74,911.37		MERIT	10/15/2021
911 Addressing Grant	IT Specialist I.0114.001100.Y	12546	$2,799.22	$48.99	1.75%	$2,848.21		MERIT	10/15/2021
911 Addressing Grant	IT Specialist II.0113.001100.	11407	$3,285.31	$65.71	2.00%	$3,351.01		MERIT	10/15/2021
911 Addressing Grant	IT Manager II.0960.001100.C	10471	$13,573.44	$339.34	2.50%	$13,912.78		MERIT	10/15/2021
911 Addressing Grant	Analyst I.1810.001100.Y	14537	$10,226.23	$357.92	3.50%	$10,584.15		MERIT	10/15/2021
911 Addressing Grant	Deputy CIO.0954.001100.	04732	$19,820.82	$396.42	2.00%	$20,217.24		MERIT	10/15/2021
911 Addressing Grant	System Administrator II.0956.001100.Y	11933	$23,393.30	$409.38	1.75%	$23,802.69		MERIT	10/15/2021
911 Addressing Grant	Developer I.1722.001100.Y	13349	$11,678.64	$437.95	3.75%	$12,116.59		MERIT	10/15/2021
911 Addressing Grant	IT Specialist I.0114.001100.Y	12546	$53,185.26	$930.74	1.75%	$54,116.00		MERIT	10/15/2021
911 Addressing Grant	IT Specialist II.0113.001100.	11407	$62,420.81	$1,248.42	2.00%	$63,669.23		MERIT	10/15/2021
911 Communications	Office Admin 911.0164.001100.	12731	$47,722.23	$715.83	1.50%	$48,438.06		MERIT	10/15/2021
911 Communications	Education Manager.1899.001100.	04107	$79,871.83	$798.72	1.00%	$80,670.55		MERIT	10/15/2021
911 Communications	TCO Specialist.0169.001100.	05565	$56,148.44	$842.23	1.50%	$56,990.66		MERIT	10/15/2021
911 Communications	Operations Division Manager.0115.001100.	04012	$86,333.85	$863.34	1.00%	$87,197.19		MERIT	10/15/2021
911 Communications	TCO Specialist.0176.001100.	14377	$52,973.89	$927.04	1.75%	$53,900.93		MERIT	10/15/2021
911 Communications	TCO Specialist.0175.001100.	14628	$52,973.89	$927.04	1.75%	$53,900.93		MERIT	10/15/2021
911 Communications	Telecom Manager.0117.001100.	15692	$66,968.58	$1,004.53	1.50%	$67,973.11		MERIT	10/15/2021
911 Communications	Telecom Manager.0116.001100.	15651	$66,968.58	$1,004.53	1.50%	$67,973.11		MERIT	10/15/2021
911 Communications	TCO Specialist.0173.001100.	14718	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021
911 Communications	TCO Specialist.0137.001100.	13492	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021
911 Communications	TCO Specialist.0122.001100.	14057	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021
911 Communications	TCO Specialist.0139.001100.	14709	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021
911 Communications	TCO Specialist.0170.001100.	13289	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021
911 Communications	TCO Specialist.0133.001100.	13968	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021
911 Communications	TCO Specialist.1746.001100.	13898	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021
911 Communications	TCO Specialist.0156.001100.	13702	$52,973.89	$1,059.48	2.00%	$54,033.36		MERIT	10/15/2021

911 Communications	Telecom Supervisor.0120.001100.	15506	$58,138.08	$1,744.14	3.00%	$59,882.22		MERIT	10/15/2021
911 Communications	Telecom Supervisor.0171.001100.	14061	$58,138.70	$2,616.24	4.50%	$60,754.95		MERIT	10/15/2021
911 Communications	Telecom Supervisor.0161.001100.	15014	$57,601.07	$2,880.05	5.00%	$60,481.12		MERIT	10/15/2021
911 Communications	Telecom Supervisor.0162.001100.	15328	$60,625.95	$3,031.30	5.00%	$63,657.24		MERIT	10/15/2021
911 Communications	Telecom Supervisor.0160.001100.	13260	$62,460.90	$3,123.05	5.00%	$65,583.95		MERIT	10/15/2021
911 Communications	Telecom Manager.0168.001100.	14899	$66,968.58	$3,348.43	5.00%	$70,317.01		MERIT	10/15/2021
911 Communications	Compliance Division Manager.0165.001100.	13180	$70,363.76	$3,518.19	5.00%	$73,881.95		MERIT	10/15/2021
911 Communications	Public Safety Tech Mgr.0166.001100.	14847	$77,675.92	$3,883.80	5.00%	$81,559.71		MERIT	10/15/2021
911 Communications	Deputy Director.0167.001100.	13356	$96,124.50	$4,806.22	5.00%	$100,930.72		MERIT	10/15/2021
911 Communications	Director of Emergency Comm.0119.001100.	12175	$101,236.95	$5,061.85	5.00%	$106,298.80		MERIT	10/15/2021
All District Courts	Office Admin District Cts.0177.001100.	11194	$51,907.63	$2,595.38	5.00%	$54,503.01		MERIT	10/15/2021
All District Courts	Dir of District Court Admin.1905.001100.	15260	$104,425.51	$5,221.28	5.00%	$109,646.78		MERIT	10/15/2021
Animal Services	Animal Care Specialist.0207.001100.	13454	$30,600.07	$306.00	1.00%	$30,906.07		MERIT	10/15/2021
Animal Services	Animal Care Specialist.0204.001100.	11163	$33,399.61	$334.00	1.00%	$33,733.61		MERIT	10/15/2021
Animal Services	PT Animal Care Specialist.9927.001101.	15748	$21,125.27	$422.51	2.00%	$21,547.78		MERIT	10/15/2021
Animal Services	Animal Care Specialist.0205.001100.	15509	$29,132.79	$582.66	2.00%	$29,715.45		MERIT	10/15/2021
Animal Services	Animal Care Specialist.1839.001100.C	15156	$29,132.79	$582.66	2.00%	$29,715.45		MERIT	10/15/2021
Animal Services	Animal Care Specialist.1889.001100.	15454	$29,132.79	$582.66	2.00%	$29,715.45		MERIT	10/15/2021
Animal Services	Sr Animal Care Specialist.1887.001100.	15441	$30,592.62	$611.85	2.00%	$31,204.47		MERIT	10/15/2021

Animal Services	Sr Animal Care Specialist.1888.001100.	15524	$30,592.64	$611.85	2.00%	$31,204.49		MERIT	10/15/2021
Animal Services	PT Animal Care Specialist.9992.001101.	15367	$21,121.27	$633.64	3.00%	$21,754.91		MERIT	10/15/2021
Animal Services	PT Animal Care Specialist.9980.001101.	15631	$21,121.27	$633.64	3.00%	$21,754.91		MERIT	10/15/2021
Animal Services	Animal Services Specialist.1837.001100.	15122	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Animal Services	Animal Services Specialist.0193.001100.	12083	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Animal Services	Animal Services Specialist.1840.001100.	15747	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Animal Services	Animal Care Specialist.0206.001100.	11209	$34,412.75	$688.25	2.00%	$35,101.00		MERIT	10/15/2021
Animal Services	Sr Animal Health Tech.1752.001100.	15487	$35,491.54	$709.83	2.00%	$36,201.37		MERIT	10/15/2021
Animal Services	Community Programs Coord.0210.001100.	15380	$43,244.80	$864.90	2.00%	$44,109.70		MERIT	10/15/2021
Animal Services	Foster/Volunteer Coord.1884.001100.	13387	$45,406.92	$908.14	2.00%	$46,315.06		MERIT	10/15/2021
Animal Services	Sr Animal Care Specialist.1765.001100.	15170	$30,592.62	$917.78	3.00%	$31,510.40		MERIT	10/15/2021
Animal Services	Animal Health Technician.0215.001100.	15132	$33,772.14	$1,013.16	3.00%	$34,780.58		MERIT	10/15/2021
Animal Services	Animal Services Specialist.1838.001100.	15470	$33,772.14	$1,013.16	3.00%	$34,785.30		MERIT	10/15/2021
Animal Services	Sr Animal Health Tech.0217.001100.	14726	$35,793.61	$1,073.81	3.00%	$36,867.42		MERIT	10/15/2021
Animal Services	Sr Animal Services Spec.0192.001100.	13230	$36,309.85	$1,089.30	3.00%	$37,399.15		MERIT	10/15/2021
Animal Services	Sr Animal Services Spec.0194.001100.	13456	$36,358.57	$1,090.76	3.00%	$37,449.32		MERIT	10/15/2021
Animal Services	Director of Animal Services.0209.001100.	12679	$85,280.10	$1,705.60	2.00%	$86,985.71		MERIT	10/15/2021
Animal Services	Administrative Manager.0212.001100.	11176	$62,702.79	$1,881.08	3.00%	$64,583.87		MERIT	10/15/2021
Animal Services	Veterinarian.1886.001100.	15360	$109,723.18	$2,194.46	2.00%	$111,917.65		MERIT	10/15/2021

Animal Services	Operations Manager.0211.001100.	12232	$50,316.57	$2,515.83	5.00%	$52,832.40		MERIT	10/15/2021
Benefits	Sr Benefits Specialist.0009.001100.	15754	$46,799.99	$702.00	1.50%	$47,501.99		MERIT	10/15/2021
Benefits	Wellness Coordinator.1951.001100.	15575	$61,176.38	$1,223.53	2.00%	$62,399.91		MERIT	10/15/2021
Benefits	HR Analyst.1623.001100.	14701	$56,679.90	$1,598.37	2.82%	$58,278.27		MERIT	10/15/2021
Benefits	Dir Benefits Admin.0008.001100.	12932	$92,597.40	$2,685.32	2.90%	$95,282.72		MERIT	10/15/2021
Budget Office	Budget Analyst.0221.001100.	15394	$66,811.24	$2,004.34	3%	$68,815.58		MERIT	10/15/2021
Budget Office	Assistant Budget Officer.1803.001100.	14427	$89,800.11	$2,694.00	3%	$92,494.11		MERIT	10/15/2021
Building Maintenance	Project Manager II.0228.001100.	05038	$70,447.58	$704.48	1.00%	$71,152.06		MERIT	10/15/2021
Building Maintenance	General Maint Tech I.1920.001100.	15495	$37,149.35	$742.99	2.00%	$37,892.34		MERIT	10/15/2021
Building Maintenance	General Maint Tech I.0238.001100.	13208	$41,226.89	$824.54	2.00%	$42,051.43		MERIT	10/15/2021
Building Maintenance	Jail Maintenance Tech II.0233.001100.	15326	$41,641.60	$832.83	2.00%	$42,474.43		MERIT	10/15/2021
Building Maintenance	Access Control Tech II.0234.001100.	13465	$41,792.12	$835.84	2.00%	$42,627.96		MERIT	10/15/2021
Building Maintenance	General Maint Tech II.1858.001100.N	14675	$43,249.66	$864.99	2.00%	$44,114.65		MERIT	10/15/2021
Building Maintenance	Jail Maintenance Tech II.0237.001100.	05630	$44,020.92	$880.42	2.00%	$44,901.34		MERIT	10/15/2021
Building Maintenance	Operations III.0231.001100.	15198	$47,306.66	$946.13	2.00%	$48,252.79		MERIT	10/15/2021
Building Maintenance	HVAC Tech II.0226.001100.	14959	$48,160.82	$963.22	2.00%	$49,124.04		MERIT	10/15/2021
Building Maintenance	Project Manager V.0243.001100.	14729	$96,520.63	$965.21	1.00%	$97,485.84		MERIT	10/15/2021
Building Maintenance	Sr Office Admin II.1921.001100.	15237	$52,718.21	$1,054.36	2.00%	$53,772.58		MERIT	10/15/2021
Building Maintenance	HVAC Tech I.0242.001100.	15281	$37,856.00	$1,135.68	3.00%	$38,991.68		MERIT	10/15/2021
Building Maintenance	HVAC Supervisor I.1630.001100.	12081	$61,601.45	$1,232.03	2.00%	$62,833.48		MERIT	10/15/2021
Building Maintenance	Electrician Journeyman I.0244.001100.	13462	$62,703.04	$1,254.06	2.00%	$63,957.10		MERIT	10/15/2021
Building Maintenance	General Maint Tech II.0229.001100.	13018	$43,335.30	$1,300.06	3.00%	$44,635.36		MERIT	10/15/2021
Building Maintenance	Access Control Tech II.0232.001100.	13566	$43,725.56	$1,311.77	3.00%	$45,037.33		MERIT	10/15/2021

Building Maintenance	General Maint Tech I.0240.001100.	15695	$39,157.01	$1,370.50	3.50%	$40,527.50		MERIT	10/15/2021
Building Maintenance	Master Electrician.1724.001100.	13360	$74,681.78	$1,493.64	2.00%	$76,175.41		MERIT	10/15/2021
Building Maintenance	Office Adm Bldg.0247.001100.	13361	$51,645.24	$1,549.36	3.00%	$53,194.59		MERIT	10/15/2021
Building Maintenance	Projects Manager IV.1725.001100.	15569	$81,592.66	$1,631.85	2.00%	$83,224.51		MERIT	10/15/2021
Building Maintenance	Jail Maint Supervisor I.0227.001100.	15638	$49,731.43	$1,740.60	3.50%	$51,472.03		MERIT	10/15/2021
Building Maintenance	Access Control Spvr I.0230.001100.	13369	$59,995.81	$1,799.87	3.00%	$61,795.69		MERIT	10/15/2021
Building Maintenance	County Architect.1919.001100.	15249	$103,999.90	$2,080.00	2.00%	$106,079.89		MERIT	10/15/2021
Building Maintenance	Jail Maint Supervisor.0239.001100.Y	14599	$47,891.36	$2,155.11	4.50%	$50,046.47		MERIT	10/15/2021
Building Maintenance	Asst Facilities Director II.0223.001100.	14750	$78,570.40	$2,357.11	3.00%	$80,927.51		MERIT	10/15/2021
Building Maintenance	Contract Coordinator I.0224.001100.	14581	$63,877.40	$2,555.10	4.00%	$66,432.50		MERIT	10/15/2021
Building Maintenance	Asst Facilities Director.0236.001100.Y	04507	$73,264.34	$2,564.25	3.50%	$75,828.59		MERIT	10/15/2021
COMM COURT - GRANTS	Program Case Manager.1958.001100.	15542	$49,731.70	$1,989.27	4.00%	$51,720.97		MERIT	10/15/2021
Commissioner 2 - admin	Office Spec Sr.1674.001100.	10267	$50,904.60	$1,399.88	2.75%	$52,304.48		MERIT	10/15/2021
Commissioner 2 - admin	Project Manager.0254.001100.	05354	$82,694.00	$4,134.70	5.00%	$86,828.70		MERIT	10/15/2021
Commissioner 3 - admin	Office Spec Sr Pct 3.0258.001100.	12716	$47,692.63	$1,430.78	3.00%	$49,123.41		MERIT	10/15/2021
Commissioner 3 - admin	Exec Asst Com 3.0257.001100.	11283	$72,800.06	$2,184.00	3.00%	$74,984.06		MERIT	10/15/2021
Commissioners Court	Multi-Media Specialist.1947.001100.	14669	$57,782.86	$1,733.49	3.00%	$59,516.34		MERIT	10/15/2021
Commissioners Court	Asst to General Counsel.0719.001100.	13014	$99,584.53	$1,991.69	2.00%	$101,576.23		MERIT	10/15/2021
Commissioners Court	Asst to General Counsel.0717.001100.	12203	$124,551.92	$2,491.04	2.00%	$127,042.96		MERIT	10/15/2021
Constables 1	Constable Clerk II.0274.001100.	04153	$40,815.26	$1,224.46	3.00%	$42,039.72		MERIT	10/15/2021
Constables 1	Constable Clerk II.0273.001100.	15614	$40,815.26	$1,224.46	3.00%	$42,039.72		MERIT	10/15/2021
Constables 1	Constable Clerk II.0263.001100.	13218	$44,943.51	$1,348.31	3.00%	$46,291.81		MERIT	10/15/2021
Constables 2	Constable Clerk II.0275.001100.	12830	$37,126.02	$1,113.78	3.00%	$38,239.80		MERIT	10/15/2021
Constables 2	Constable Clerk II.0286.001100.	11958	$46,842.86	$1,405.29	3.00%	$48,248.14		MERIT	10/15/2021
Constables 2	Constable Clerk II.0287.001100.	10974	$48,129.75	$1,443.89	3.00%	$49,573.65		MERIT	10/15/2021

Constables 3	Constable Clerk II.0288.001100.	13591	$43,059.92	$1,291.80	3%	$44,351.72		MERIT	10/15/2021
Constables 3	Constable Clerk II.0300.001100.	12424	$46,044.88	$1,381.35	3%	$47,426.22		MERIT	10/15/2021
Constables 3	Constable Clerk II.0301.001100.	13093	$46,044.88	$1,381.35	3%	$47,426.22		MERIT	10/15/2021
Constables 4	Constable Clerk II.0313.001100.	13002	$40,815.26	$706.10	1.73%	$41,521.36		MERIT	10/15/2021
Constables 4	Constable Clerk II.0302.001100.	10871	$42,132.93	$1,571.56	3.73%	$43,704.49		MERIT	10/15/2021
Constables 4	Constable Clerk II.0312.001100.	04440	$48,467.36	$1,807.83	3.73%	$50,275.19		MERIT	10/15/2021
Corrections	Administrative Specialist.0333.001100.	15422	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0320.001100.	15704	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0336.001100.	14273	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0328.001100.	15065	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0329.001100.	15289	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0334.001100.	15561	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0337.001100.	13616	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0319.001100.	14150	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0321.001100.	14321	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0589.001100.	15666	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Corrections	Administrative Specialist.0325.001100.	13598	$33,101.55	$662.03	2.00%	$33,763.58		MERIT	10/15/2021
Corrections	Administrative Specialist.0331.001100.	12090	$37,571.22	$751.42	2.00%	$38,322.64		MERIT	10/15/2021
Corrections	Administrative Specialist.0327.001100.	12602	$37,571.24	$751.42	2.00%	$38,322.66		MERIT	10/15/2021
Corrections	Administrative Specialist.0322.001100.	10606	$37,931.71	$758.63	2.00%	$38,690.35		MERIT	10/15/2021
Corrections	Sr Administrative Spec.0588.001100.	10593	$38,837.97	$776.76	2.00%	$39,614.73		MERIT	10/15/2021

Corrections	Administrative Specialist.0317.001100.	11947	$38,876.01	$777.52	2.00%	$39,653.53		MERIT	10/15/2021
Corrections	Administrative Specialist.0326.001100.	11772	$39,253.49	$785.07	2.00%	$40,038.56		MERIT	10/15/2021
Corrections	Administrative Specialist.0316.001100.	11026	$40,214.95	$804.30	2.00%	$41,019.25		MERIT	10/15/2021
Corrections	Administrative Specialist.0315.001100.	10885	$40,214.97	$804.30	2.00%	$41,019.27		MERIT	10/15/2021
Corrections	Administrative Specialist.0323.001100.	05734	$41,220.56	$824.41	2.00%	$42,044.97		MERIT	10/15/2021
Corrections	Administrative Specialist.0330.001100.	05729	$41,220.56	$824.41	2.00%	$42,044.97		MERIT	10/15/2021
Corrections	Sr Administrative Spec.0590.001100.	12681	$42,681.84	$853.64	2.00%	$43,535.48		MERIT	10/15/2021
Corrections	Educational Coordinator.1938.001100.	14070	$55,410.91	$1,108.22	2.00%	$56,519.13		MERIT	10/15/2021
Corrections	Training Coordinator.0332.001100.	14107	$45,249.84	$1,809.99	4.00%	$47,059.83		MERIT	10/15/2021
Corrections	Office Administrator.0583.001100.	10230	$56,120.10	$2,244.80	4.00%	$58,364.90		MERIT	10/15/2021
Corrections	Assistant Chief Deputy CO.0338.001100.	02918	$116,053.94	$2,321.08	2.00%	$118,375.02		MERIT	10/15/2021
County Attorney	Sr Administrative Spec.0961.001100.	14553	$38,837.97	$776.76	2.00%	$39,614.73		MERIT	10/15/2021
County Attorney	CA Legal Asst I.0021.001100.	15451	$38,837.97	$776.76	2.00%	$39,614.73		MERIT	10/15/2021
County Attorney	CA Legal Asst I.0016.001100.	15061	$38,837.97	$776.76	2.00%	$39,614.73		MERIT	10/15/2021
County Attorney	CA Legal Asst I.0014.001100.	15636	$38,837.97	$776.76	2.00%	$39,614.73		MERIT	10/15/2021
County Attorney	CA Legal Asst II.0022.001100.	14978	$42,866.77	$857.34	2.00%	$43,724.11		MERIT	10/15/2021
County Attorney	Legal Specialist.0938.001100.	15445	$42,866.77	$857.34	2.00%	$43,724.11		MERIT	10/15/2021
County Attorney	CA Legal Assistant.0018.001100.	15762	$42,866.77	$857.34	2.00%	$43,724.11		MERIT	10/15/2021
County Attorney	CA Legal Asst II.0020.001100.	15749	$42,866.77	$857.34	2.00%	$43,724.11		MERIT	10/15/2021
County Attorney	CA Legal Asst.1718.001100.	10145	$43,208.66	$864.17	2.00%	$44,072.83		MERIT	10/15/2021
County Attorney	CA Legal Asst II.0017.001100.	15037	$44,349.91	$887.00	2.00%	$45,236.90		MERIT	10/15/2021
County Attorney	CA Legal Assistant.0031.001100.	15110	$44,581.43	$891.63	2.00%	$45,473.06		MERIT	10/15/2021
County Attorney	CA Legal Asst I.0015.001100.	11237	$44,777.26	$895.55	2.00%	$45,672.81		MERIT	10/15/2021
County Attorney	CA Chief Legal Assistant.1631.001100.	14733	$46,271.93	$925.44	2.00%	$47,197.37		MERIT	10/15/2021

County Attorney	CA Victim Advocate.0013.001100.	13241	$48,111.45	$962.23	2.00%	$49,073.68		MERIT	10/15/2021
County Attorney	CA Evidence Tech.0023.001100.	14719	$48,203.28	$964.07	2.00%	$49,167.35		MERIT	10/15/2021
County Attorney	CA Evidence Tech.0024.001100.	15616	$49,731.47	$994.63	2.00%	$50,726.10		MERIT	10/15/2021
County Attorney	CA Evidence Tech II.0025.001100.Y	14476	$53,504.22	$1,070.08	2.00%	$54,574.31		MERIT	10/15/2021
County Attorney	CA Legal Asst II.0019.001100.	01997	$54,001.54	$1,080.03	2.00%	$55,081.57		MERIT	10/15/2021
County Attorney	CA Evidence Director.1720.001100.	12981	$68,748.66	$1,374.97	2.00%	$70,123.63		MERIT	10/15/2021
County Attorney	CA Intake Prosecutor.1632.001100.	14467	$70,363.76	$1,407.28	2.00%	$71,771.03		MERIT	10/15/2021
County Attorney	CA Criminal Prosecutor II.0033.001100.	15225	$74,538.46	$1,490.77	2.00%	$76,029.23		MERIT	10/15/2021
County Attorney	CA Chief Office Admin.0028.001100.	03381	$76,080.28	$1,521.61	2.00%	$77,601.89		MERIT	10/15/2021
County Attorney	CA Civil Div Office Admin.0029.001100.	02273	$76,418.40	$1,528.37	2.00%	$77,946.77		MERIT	10/15/2021
County Attorney	CA Fam Justice Atty III.1908.001100.	15349	$82,272.99	$1,645.46	2.00%	$83,918.45		MERIT	10/15/2021
County Attorney	CA Chief Intake Attorney.0039.001100.	15077	$85,192.76	$1,703.86	2.00%	$86,896.62		MERIT	10/15/2021
County Attorney	CA 1st Chair Prosecutor.0040.001100.	15385	$87,283.77	$1,745.68	2.00%	$89,029.44		MERIT	10/15/2021
County Attorney	CA Criminal Director.1802.001100.	13818	$89,882.85	$1,797.66	2.00%	$91,680.51		MERIT	10/15/2021
County Attorney	CA Criminal Director.0032.001100.	14830	$89,882.85	$1,797.66	2.00%	$91,680.51		MERIT	10/15/2021
County Attorney	CA Lead Criminal Prosecutor.0035.001100.	15745	$90,062.40	$1,801.25	2.00%	$91,863.65		MERIT	10/15/2021
County Attorney	CA Fam Justice Atty III.0043.001100.	13512	$90,775.17	$1,815.50	2.00%	$92,590.68		MERIT	10/15/2021
County Attorney	CA Juv Prosecutor.0041.001100.	10637	$90,775.17	$1,815.50	2.00%	$92,590.68		MERIT	10/15/2021
County Attorney	CA Fam Justice Atty III.0042.001100.	15293	$90,775.17	$1,815.50	2.00%	$92,590.68		MERIT	10/15/2021
County Attorney	CA Civil Attorney.1721.001100.	15423	$93,178.22	$1,863.56	2.00%	$95,041.78		MERIT	10/15/2021
County Attorney	CA Criminal Director.0036.001100.	15744	$99,389.31	$1,987.79	2.00%	$101,377.09		MERIT	10/15/2021

County Attorney	CA Investigator Chief.0050.001100.	10432	$103,846.04	$2,076.92	2.00%	$105,922.96		MERIT	10/15/2021
County Attorney	CA Chief Fam Atty.0045.001100.	14715	$107,407.48	$2,148.15	2.00%	$109,555.63		MERIT	10/15/2021
County Attorney	CA Chief Juv Prosecutor.0044.001100.	04843	$108,094.56	$2,161.89	2.00%	$110,256.45		MERIT	10/15/2021
County Attorney	CA Criminal Court Chief.0067.001100.	15331	$117,404.44	$2,348.09	2.00%	$119,752.52		MERIT	10/15/2021
County Attorney	CA First Asst.0066.001100.	15589	$136,567.41	$6,828.37	5.00%	$143,395.78		MERIT	10/15/2021
County Auditor	PT Payroll/Accounting Clerk.9928.001101.N	14527	$29,538.37	$590.77	2.00%	$30,129.13		MERIT	10/15/2021
County Auditor	Accts Payable Auditor.0631.001100.	15419	$42,866.77	$857.34	2.00%	$43,724.11		MERIT	10/15/2021
County Auditor	Accts Payable Auditor.0630.001100.	14979	$42,866.77	$857.34	2.00%	$43,724.11		MERIT	10/15/2021
County Auditor	Accts Payable Auditor.0629.001100.	15462	$42,874.62	$857.49	2.00%	$43,732.12		MERIT	10/15/2021
County Auditor	Accts Payable Auditor.0628.001100.	15634	$42,874.62	$857.49	2.00%	$43,732.12		MERIT	10/15/2021
County Auditor	Office Specialist.0647.001100.	13026	$44,955.90	$899.12	2.00%	$45,855.02		MERIT	10/15/2021
County Auditor	Accounts Payable Auditor.1750.001100.	13318	$48,433.99	$968.68	2.00%	$49,402.67		MERIT	10/15/2021
County Auditor	Accountant.0624.001100.	13022	$50,712.71	$1,014.25	2.00%	$51,726.96		MERIT	10/15/2021
County Auditor	Payroll / Accounting Clerk.1749.001100.	11632	$51,591.78	$1,031.84	2.00%	$52,623.61		MERIT	10/15/2021
County Auditor	Internal Aud I.0642.001100.	15697	$52,000.08	$1,040.00	2.00%	$53,040.08		MERIT	10/15/2021
County Auditor	Accountant.0623.001100.	15010	$52,161.51	$1,043.23	2.00%	$53,204.74		MERIT	10/15/2021
County Auditor	Internal Aud I.0643.001100.	10942	$54,080.00	$1,081.60	2.00%	$55,161.60		MERIT	10/15/2021
County Auditor	Payroll Specialist.0649.001100.	13455	$54,172.18	$1,083.44	2.00%	$55,255.62		MERIT	10/15/2021
County Auditor	Payroll Specialist.0648.001100.	12969	$59,322.52	$1,186.45	2.00%	$60,508.97		MERIT	10/15/2021
County Auditor	Accountant II.1761.001100.	13351	$62,325.58	$1,246.51	2.00%	$63,572.09		MERIT	10/15/2021
County Auditor	Cost Accountant.0638.001100.	13788	$62,358.30	$1,247.17	2.00%	$63,605.46		MERIT	10/15/2021
County Auditor	Internal Aud II.0645.001100.	15093	$62,401.02	$1,248.02	2.00%	$63,649.04		MERIT	10/15/2021
County Auditor	Contracts Aud.0637.001100.	13243	$62,409.40	$1,248.19	2.00%	$63,657.59		MERIT	10/15/2021
County Auditor	Internal Aud II.0644.001100.	12352	$71,569.20	$1,431.38	2.00%	$73,000.59		MERIT	10/15/2021
County Auditor	Accountant II.0625.001100.	12453	$73,064.51	$1,461.29	2.00%	$74,525.80		MERIT	10/15/2021
County Auditor	Asst Internal Audit Dir.0646.001100.	12641	$78,716.68	$1,574.33	2.00%	$80,291.02		MERIT	10/15/2021

County Auditor	AP/Payroll Manager.0632.001100.	12684	$84,053.30	$1,681.07	2.00%	$85,734.37		MERIT	10/15/2021
County Auditor	Asst Financial Dir.0634.001100.	11152	$86,721.88	$1,734.44	2.00%	$88,456.31		MERIT	10/15/2021
County Auditor	Internal Audit Director.0635.001100.	10279	$97,964.03	$1,959.28	2.00%	$99,923.31		MERIT	10/15/2021
County Auditor	Financial Director.0640.001100.	05081	$113,409.28	$2,268.19	2.00%	$115,677.46		MERIT	10/15/2021
County Auditor	First Assistant Auditor.0641.001100.	02645	$131,493.63	$2,629.87	2.00%	$134,123.50		MERIT	10/15/2021
County Auditor	AP/Payroll Lead.0633.001100.	11215	$76,784.95	$3,839.25	5.00%	$80,624.19		MERIT	10/15/2021
County Clerk	Deputy County Clerk.0658.001100.	15517	$35,181.50	$703.63	2.00%	$35,885.13		MERIT	10/15/2021
County Clerk	Deputy County Clerk.0650.001100.	13663	$36,904.73	$738.09	2.00%	$37,642.83		MERIT	10/15/2021
County Clerk	Deputy County Clerk.0655.001100.	14982	$38,402.85	$768.06	2.00%	$39,170.91		MERIT	10/15/2021
County Clerk	Deputy County Clerk.0651.001100.	14641	$37,134.77	$1,114.04	3.00%	$38,248.81		MERIT	10/15/2021
County Clerk	Division Coordinator.0659.001100.	13187	$53,166.53	$1,595.00	3.00%	$54,761.52		MERIT	10/15/2021
County Clerk Archives	Deputy County Clerk.0661.001100.	13417	$37,649.13	$752.98	2.00%	$38,402.12		MERIT	10/15/2021
County Clerk Archives	Deputy County Clerk.0662.001100.	13176	$38,109.40	$762.19	2.00%	$38,871.58		MERIT	10/15/2021
County Clerk Archives	Deputy County Clerk.0663.001100.	14486	$38,338.50	$766.77	2.00%	$39,105.27		MERIT	10/15/2021
County Clerk Archives	Division Coordinator.0664.001100.	13813	$50,726.11	$2,029.04	4.00%	$52,755.16		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0681.001100.	14782	$40,593.63	$405.94	1.00%	$40,999.57		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0668.001100.	15712	$34,451.25	$689.02	2.00%	$35,140.27		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0672.001100.	14139	$36,611.10	$732.22	2.00%	$37,343.32		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0678.001100.	13692	$36,889.35	$737.79	2.00%	$37,627.14		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0676.001100.	13418	$38,741.29	$774.83	2.00%	$39,516.12		MERIT	10/15/2021

County Clerk Judicial	Deputy County Clerk.0667.001100.	15523	$38,829.44	$776.59	2.00%	$39,606.03		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0671.001100.	13175	$39,911.40	$798.23	2.00%	$40,709.63		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0679.001100.	12983	$40,278.57	$805.57	2.00%	$41,084.14		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0669.001100.	10144	$43,602.60	$872.05	2.00%	$44,474.66		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0670.001100.	05822	$44,030.16	$880.60	2.00%	$44,910.76		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0675.001100.	12075	$45,578.32	$911.57	2.00%	$46,489.89		MERIT	10/15/2021
County Clerk Judicial	Assistant Supervisor.1904.001100.	14492	$47,722.25	$954.45	2.00%	$48,676.70		MERIT	10/15/2021
County Clerk Judicial	Collections Coordinator.0683.001100.	11304	$47,869.65	$957.39	2.00%	$48,827.04		MERIT	10/15/2021
County Clerk Judicial	Assistant Supervisor.0673.001100.	10529	$57,696.91	$1,153.94	2.00%	$58,850.85		MERIT	10/15/2021
County Clerk Judicial	Division Supervisor.0666.001100.	12201	$67,385.84	$1,347.72	2.00%	$68,733.56		MERIT	10/15/2021
County Clerk Judicial	Financial Specialist.0685.001100.	11529	$45,069.93	$1,352.10	3.00%	$46,422.03		MERIT	10/15/2021
County Clerk Judicial	Division Supervisor.0665.001100.	04347	$71,450.77	$1,429.02	2.00%	$72,879.78		MERIT	10/15/2021
County Clerk Judicial	Deputy County Clerk.0674.001100.	15279	$36,061.99	$1,803.10	5.00%	$37,865.09		MERIT	10/15/2021
County Clerk Records	Deputy County Clerk.0692.001100.	15308	$34,840.00	$696.80	2.00%	$35,536.80		MERIT	10/15/2021
County Clerk Records	Deputy County Clerk.0691.001100.	14257	$35,835.85	$716.72	2.00%	$36,552.57		MERIT	10/15/2021
County Clerk Records	Deputy County Clerk.0693.001100.	15769	$35,932.01	$718.64	2.00%	$36,650.65		MERIT	10/15/2021
County Clerk Records	Deputy County Clerk.0686.001100.	15680	$36,969.09	$739.38	2.00%	$37,708.47		MERIT	10/15/2021
County Clerk Records	Deputy County Clerk.0694.001100.	14308	$38,491.72	$769.83	2.00%	$39,261.56		MERIT	10/15/2021
County Clerk Records	Deputy County Clerk.0690.001100.	11921	$40,901.85	$818.04	2.00%	$41,719.88		MERIT	10/15/2021
County Clerk Records	Assistant Supervisor.0695.001100.	11262	$51,493.57	$2,059.74	4.00%	$53,553.31		MERIT	10/15/2021

County Court at Law 1	Office Spec Co Ct 1.0699.001100.	13657	$46,552.54	$1,675.89	3.60%	$48,228.43	$6.11	MERIT	10/15/2021
County Court at Law 1	Court Administrator IV.0697.001100.	15661	$63,722.46	$1,911.67	3.00%	$65,634.14		MERIT	10/15/2021
County Court at Law 1	Ct Reptr Co Ct 1.0698.001100.	15374	$89,028.14	$2,670.84	3.00%	$91,698.98		MERIT	10/15/2021
County Court at Law 2	Office Spec Co Ct 2.0703.001100.	10387	$46,552.52	$1,862.10	4.00%	$48,414.62	$192.30	MERIT	10/15/2021
County Court at Law 2	Ct Reptr Co Ct 2.0702.001100.	03763	$106,748.62	$2,134.97	2.00%	$108,883.59		MERIT	10/15/2021
County Court at Law 2	Court Adm II CCL.0701.001100.Y	13860	$63,835.49	$3,191.77	5.00%	$67,027.27		MERIT	10/15/2021
County Court at Law 3	Office Spec Co Ct 3.0707.001100.	13219	$40,496.08	$1,162.44	2.87%	$41,658.52		MERIT	10/15/2021
County Court at Law 3	Court Adm I CCL.0705.001100.	13204	$52,756.93	$2,000.00	3.79%	$54,756.93		MERIT	10/15/2021
County Court at Law 3	Ct Reptr Co Ct 3.0706.001100.	12172	$107,966.70	$3,000.00	2.78%	$110,966.70		MERIT	10/15/2021
County Court at Law 4	Probate Auditor.0711.001100.	04267	$77,070.76	$2,697.48	3.50%	$79,768.24		MERIT	10/15/2021
County Court at Law 4	Ct Reptr Co Ct 4.0710.001100.	11416	$107,966.67	$3,832.82	3.55%	$111,799.49		MERIT	10/15/2021
County Court at Law 4	Court Administrator IV.0709.001100.	10608	$80,285.28	$4,014.26	5.00%	$84,299.54	$1,183.18	MERIT	10/15/2021
County Judge	Exec Asst Co Judge.0714.001100.	11355	$70,363.76	$3,518.19	5.00%	$73,881.95		MERIT	10/15/2021
County Treasurer	Deputy Treasurer II.0724.001100.	15392	$38,837.97	$776.76	2.00%	$39,614.73		MERIT	10/15/2021
County Treasurer	Deputy Treasurer II.0721.001100.	13373	$41,333.58	$1,240.01	3.00%	$42,573.59		MERIT	10/15/2021
County Treasurer	Deputy Treasurer Finance.0723.001100.	13102	$46,232.15	$1,618.13	3.50%	$47,850.27		MERIT	10/15/2021
County Treasurer	Chief Deputy Treasurer.0725.001100.	14591	$68,835.19	$2,065.06	3.00%	$70,900.24		MERIT	10/15/2021
District Attorney	Legal Specialist.0079.001100.	13437	$36,970.41	$739.41	2.00%	$37,709.82		MERIT	10/15/2021
District Attorney	DA Legal Assistant II.1754.001100.Y	14522	$42,640.00	$852.80	2.00%	$43,492.80		MERIT	10/15/2021
District Attorney	DA Legal Assistant II.1797.001100.Y	15659	$43,840.93	$876.82	2.00%	$44,717.75		MERIT	10/15/2021
District Attorney	DA Legal Assistant II.1634.001100.Y	14081	$46,554.87	$931.10	2.00%	$47,485.97		MERIT	10/15/2021
District Attorney	DA Victim Asst Coord.0073.001100.Y	13054	$48,100.01	$962.00	2.00%	$49,062.01		MERIT	10/15/2021
District Attorney	DA Legal Assistant III.0081.001100.Y	14088	$48,313.79	$966.28	2.00%	$49,280.07		MERIT	10/15/2021
District Attorney	DA Victim Asst Coord.0074.001100.Y	14384	$48,359.90	$967.20	2.00%	$49,327.09		MERIT	10/15/2021
District Attorney	DA Legal Assistant III.0080.001100.Y	11812	$49,866.21	$997.32	2.00%	$50,863.54		MERIT	10/15/2021

District Attorney	DA Legal Assistant IV.0915.001100.Y	12871	$49,919.99	$998.40	2.00%	$50,918.39		MERIT	10/15/2021
District Attorney	DA Legal Assistant IV.0078.001100.Y	14183	$49,919.99	$998.40	2.00%	$50,918.39		MERIT	10/15/2021
District Attorney	DA Legal Assistant IV.0077.001100.Y	14078	$55,032.24	$1,100.64	2.00%	$56,132.89		MERIT	10/15/2021
District Attorney	DA Legal Assistant IV.1796.001100.	13524	$55,567.02	$1,111.34	2.00%	$56,678.36		MERIT	10/15/2021
District Attorney	DA Lead Victim Asst Coord.1847.001100.N	10868	$61,091.47	$1,221.83	2.00%	$62,313.30		MERIT	10/15/2021
District Attorney	DA Office Admin.0076.001100.Y	03455	$74,679.83	$1,493.60	2.00%	$76,173.43		MERIT	10/15/2021
District Attorney	DA Chief Office Admin.0053.001100.Y	01221	$76,177.36	$1,523.55	2.00%	$77,700.91		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor I.0061.001100.	14077	$85,284.16	$1,705.68	2.00%	$86,989.84		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor I.0062.001100.	15550	$89,439.94	$1,788.80	2.00%	$91,228.74		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor I.1791.001100.	14829	$90,663.23	$1,813.26	2.00%	$92,476.49		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor I.0060.001100.	15348	$94,002.67	$1,880.05	2.00%	$95,882.72		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor II.0063.001100.	14813	$102,513.51	$2,050.27	2.00%	$104,563.78		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor I.1759.001100.	10467	$105,548.75	$2,110.97	2.00%	$107,659.72		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor II.0064.001100.	14338	$106,080.08	$2,121.60	2.00%	$108,201.68		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor II.1790.001100.	13852	$107,287.69	$2,145.75	2.00%	$109,433.44		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor III.1849.001100.N	13894	$109,172.92	$2,183.46	2.00%	$111,356.38		MERIT	10/15/2021
District Attorney	DA Chief Investigator.0055.001100.Y	01106	$110,021.97	$2,200.44	2.00%	$112,222.41		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor III.0070.001100.	14181	$110,823.98	$2,216.48	2.00%	$113,040.46		MERIT	10/15/2021
District Attorney	DA Felony Prosecutor III.1848.001100.N	14278	$111,300.70	$2,226.01	2.00%	$113,526.71		MERIT	10/15/2021

District Attorney	DA Evidence Coordinator.1850.001100.	14931	$63,633.23	$2,354.43	3.70%	$65,987.66		MERIT	10/15/2021
District Attorney	DA Intake Div Chief.1789.001100.Y	14111	$124,816.37	$2,496.33	2.00%	$127,312.70		MERIT	10/15/2021
District Attorney	DA Appellate Div Chief.0083.001100.Y	14076	$124,816.37	$2,496.33	2.00%	$127,312.70		MERIT	10/15/2021
District Attorney	DA Civil Division Chief.0072.001100.Y	14075	$125,425.31	$2,508.51	2.00%	$127,933.82		MERIT	10/15/2021
District Attorney	DA Trial Division Chief.0071.001100.Y	15389	$128,224.76	$2,564.50	2.00%	$130,789.26		MERIT	10/15/2021
District Attorney	DA First Assistant.0054.001100.Y	10627	$154,178.84	$3,083.58	2.00%	$157,262.41		MERIT	10/15/2021
District Clerk	Deputy District Clerk.1852.001100.	15645	$36,322.53	$726.45	2.00%	$37,048.98		MERIT	10/15/2021
District Clerk	Deputy District Clerk.1851.001100.	15644	$36,322.53	$726.45	2.00%	$37,048.98		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0755.001100.	15649	$36,530.32	$730.61	2.00%	$37,260.93		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0748.001100.	15642	$36,530.32	$730.61	2.00%	$37,260.93		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0750.001100.	14493	$36,530.32	$730.61	2.00%	$37,260.93		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0756.001100.	15663	$36,969.09	$739.38	2.00%	$37,708.47		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0747.001100.	14560	$37,672.85	$753.46	2.00%	$38,426.30		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0749.001100.	14895	$38,079.53	$761.59	2.00%	$38,841.12		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0757.001100.	14607	$38,375.08	$767.50	2.00%	$39,142.59		MERIT	10/15/2021
District Clerk	Deputy District Clerk.1192.001100.	14037	$38,588.44	$771.77	2.00%	$39,360.21		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0754.001100.	13694	$38,774.43	$775.49	2.00%	$39,549.92		MERIT	10/15/2021
District Clerk	Court Specialist Lead.0741.001100.	13690	$39,738.33	$794.77	2.00%	$40,533.09		MERIT	10/15/2021
District Clerk	Deputy District Clerk.1798.001100.	11476	$41,322.59	$826.45	2.00%	$42,149.04		MERIT	10/15/2021

District Clerk	Court Specialist.0740.001100.	11460	$41,914.16	$838.28	2.00%	$42,752.45		MERIT	10/15/2021
District Clerk	Court Specialist.0742.001100.	12100	$42,141.24	$842.82	2.00%	$42,984.06		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0739.001100.	12351	$42,957.28	$859.15	2.00%	$43,816.43		MERIT	10/15/2021
District Clerk	Deputy District Clerk.0746.001100.	13878	$43,036.04	$860.72	2.00%	$43,896.76		MERIT	10/15/2021
District Clerk	Court Specialist Lead.0752.001100.	13274	$43,760.33	$875.21	2.00%	$44,635.54		MERIT	10/15/2021
District Clerk	Court Specialist.0738.001100.	11497	$44,042.79	$880.86	2.00%	$44,923.65		MERIT	10/15/2021
District Clerk	Court Specialist.0737.001100.	11474	$45,808.90	$916.18	2.00%	$46,725.08		MERIT	10/15/2021
District Clerk	Court Specialist Lead.0753.001100.	11165	$47,203.17	$944.06	2.00%	$48,147.23		MERIT	10/15/2021
District Clerk	Appeals Specialist.0733.001100.	10751	$50,780.16	$1,015.60	2.00%	$51,795.77		MERIT	10/15/2021
District Clerk	Court Specialist Lead.0743.001100.	10891	$55,913.19	$1,118.26	2.00%	$57,031.45		MERIT	10/15/2021
District Clerk	Assistant Chief Deputy.0735.001100.	10978	$70,123.10	$1,402.46	2.00%	$71,525.56		MERIT	10/15/2021
District Clerk	Assistant Chief Deputy.0734.001100.	04508	$72,729.49	$1,454.59	2.00%	$74,184.08		MERIT	10/15/2021
District Clerk	Chief Deputy District Clerk.0736.001100.	03493	$84,307.20	$1,686.14	2.00%	$85,993.35		MERIT	10/15/2021
Elections	PT Elections Worker.9972.001101.	15710	$19,512.09	$292.68	1.50%	$19,804.77		MERIT	10/15/2021
Elections	PT Elections Clerk.9954.001101.	14794	$25,623.84	$320.30	1.25%	$25,944.14		MERIT	10/15/2021
Elections	Training Asst.0764.001100.	15664	$33,507.97	$418.85	1.25%	$33,926.82		MERIT	10/15/2021
Elections	Elect Recruit Coord.0768.001100.	14954	$38,829.44	$485.37	1.25%	$39,314.81		MERIT	10/15/2021
Elections	Office Spec Elections.0772.001100.	15067	$35,491.54	$532.37	1.50%	$36,023.91		MERIT	10/15/2021
Elections	PT Elections Clerk.9955.001101.	14530	$26,723.12	$601.27	2.25%	$27,324.39		MERIT	10/15/2021
Elections	Data Coord Elections.0765.001100.	14374	$44,542.77	$890.86	2.00%	$45,433.63		MERIT	10/15/2021
Elections	Adm Tech Elec.0763.001100.	13587	$39,945.31	$998.63	2.50%	$40,943.94		MERIT	10/15/2021
Elections	Voting System Analyst.0767.001100.	11959	$51,620.10	$1,161.45	2.25%	$52,781.55		MERIT	10/15/2021
Elections	Train Coord Elections.0773.001100.	13713	$47,852.15	$1,196.30	2.50%	$49,048.45		MERIT	10/15/2021

Elections	Voter Reg Supervisor.0774.001100.	10177	$58,153.85	$1,453.85	2.50%	$59,607.69		MERIT	10/15/2021
Elections	Deputy EA.0766.001100.	11546	$71,774.98	$2,153.25	3.00%	$73,928.23		MERIT	10/15/2021
Emergency Management	Emergency Mgmt Spec.1793.001100.	15028	$68,640.00	$3,432.00	5.00%	$72,072.00		MERIT	10/15/2021
Emergency Management	Emergency Mgmt Spec.0775.001100.	11210	$76,316.90	$3,815.84	5.00%	$80,132.74		MERIT	10/15/2021
Emergency Management	Deputy Dir Emergency Mgmt.0776.001100.	15283	$87,404.10	$4,370.20	5.00%	$91,774.30		MERIT	10/15/2021
Emergency Management	Director Emergency Mgmt.0777.001100.	14250	$105,853.76	$5,292.69	5.00%	$111,146.45		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0890.001100.	14966	$41,136.21	$411.36	1.00%	$41,547.57		MERIT	10/15/2021
Emergency Medical Services	PT EMS Clerk.9949.001101.	14765	$24,484.80	$489.70	2.00%	$24,974.50		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0863.001100.	12917	$44,055.84	$660.84	1.50%	$44,716.67		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0871.001100.	13835	$41,136.21	$740.45	1.80%	$41,876.66		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0813.001100.	13080	$42,361.38	$762.50	1.80%	$43,123.89		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0882.001100.	12621	$45,301.91	$770.13	1.70%	$46,072.04		MERIT	10/15/2021
Emergency Medical Services	EMS Warehouse Associate.0901.001100.	15319	$39,157.01	$783.14	2.00%	$39,940.15		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1831.001100.	14544	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1627.001100.	15465	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0865.001100.	14348	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0844.001100.	13649	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1926.001100.	15163	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1832.001100.	14543	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0870.001100.	14962	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0886.001100.	13650	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1829.001100.	14549	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0817.001100.	15164	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0867.001100.	14352	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0885.001100.	13826	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0893.001100.	14689	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0864.001100.	14688	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1931.001100.	15161	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0827.001100.	15169	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0837.001100.	13647	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1619.001100.	13829	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021

Emergency Medical Services	EMS Paramedic.1928.001100.	15466	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0822.001100.	14686	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1830.001100.	14542	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0839.001100.	14964	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1929.001100.	15166	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1930.001100.	15167	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0866.001100.	14687	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0834.001100.	13827	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0851.001100.	12064	$45,773.31	$823.92	1.80%	$46,597.23		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0876.001100.	13270	$42,238.02	$844.76	2.00%	$43,082.78		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0847.001100.	13075	$42,622.81	$852.46	2.00%	$43,475.26		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0811.001100.	11098	$48,236.29	$868.25	1.80%	$49,104.55		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0862.001100.	13074	$43,590.32	$871.81	2.00%	$44,462.13		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0818.001100.	10232	$43,623.98	$872.48	2.00%	$44,496.45		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0853.001100.	13065	$43,754.83	$875.10	2.00%	$44,629.92		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1626.001100.	12922	$43,762.42	$875.25	2.00%	$44,637.67		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0874.001100.	12625	$45,617.93	$912.36	2.00%	$46,530.28		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0826.001100.	11249	$45,653.69	$913.07	2.00%	$46,566.77		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0842.001100.	12620	$45,975.65	$919.51	2.00%	$46,895.17		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0875.001100.	12454	$46,580.53	$931.61	2.00%	$47,512.14		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0888.001100.	11906	$46,777.58	$935.55	2.00%	$47,713.13		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0815.001100.	04758	$52,147.80	$938.66	1.80%	$53,086.47		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0873.001100.	11802	$47,183.87	$943.68	2.00%	$48,127.55		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0816.001100.	12356	$47,413.74	$948.27	2.00%	$48,362.01		MERIT	10/15/2021
Emergency Medical Services	Sr Medical Officer.0829.001100.	12901	$47,612.03	$952.24	2.00%	$48,564.27		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0788.001100.	13834	$47,722.23	$954.44	2.00%	$48,676.68		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0783.001100.	13654	$47,722.23	$954.44	2.00%	$48,676.68		MERIT	10/15/2021
Emergency Medical Services	Sr Medical Officer.0831.001100.	13067	$48,180.15	$963.60	2.00%	$49,143.76		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0868.001100.	11487	$48,610.50	$972.21	2.00%	$49,582.71		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0798.001100.	12821	$48,715.26	$974.31	2.00%	$49,689.57		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0833.001100.	11489	$48,848.78	$976.98	2.00%	$49,825.75		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0887.001100.	11491	$48,848.78	$976.98	2.00%	$49,825.75		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0836.001100.	10714	$49,499.68	$989.99	2.00%	$50,489.68		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0801.001100.	12915	$49,625.79	$992.52	2.00%	$50,618.31		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0825.001100.	04994	$50,541.50	$1,010.83	2.00%	$51,552.33		MERIT	10/15/2021
Emergency Medical Services	Sr Medical Officer.0872.001100.	12452	$50,721.17	$1,014.42	2.00%	$51,735.60		MERIT	10/15/2021

Emergency Medical Services	Asst Office Administrator.0903.001100.	13147	$51,125.31	$1,022.51	2.00%	$52,147.81		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0782.001100.	12357	$51,148.80	$1,022.98	2.00%	$52,171.78		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0852.001100.	10085	$52,019.68	$1,040.39	2.00%	$53,060.07		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0879.001100.	04518	$52,293.35	$1,045.87	2.00%	$53,339.22		MERIT	10/15/2021
Emergency Medical Services	Sr Medical Officer.0841.001100.	10909	$53,928.58	$1,078.57	2.00%	$55,007.15		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0869.001100.	03068	$54,001.54	$1,080.03	2.00%	$55,081.57		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0880.001100.	03992	$54,001.54	$1,080.03	2.00%	$55,081.57		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0808.001100.	10716	$54,482.83	$1,089.66	2.00%	$55,572.49		MERIT	10/15/2021
Emergency Medical Services	Sr Medical Officer.0861.001100.	03863	$54,940.74	$1,098.81	2.00%	$56,039.55		MERIT	10/15/2021
Emergency Medical Services	EMS Outreach Coordinator.0809.001100.	13532	$56,734.27	$1,134.69	2.00%	$57,868.95		MERIT	10/15/2021
Emergency Medical Services	Scheduling Specialist.0897.001100.	11432	$56,758.52	$1,135.17	2.00%	$57,893.69		MERIT	10/15/2021
Emergency Medical Services	Demand Paramedic.1617.001100.	13275	$57,659.53	$1,153.19	2.00%	$58,812.73		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0806.001100.	03790	$57,771.58	$1,155.43	2.00%	$58,927.02		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0805.001100.	12218	$58,618.89	$1,172.38	2.00%	$59,791.27		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0804.001100.	04756	$58,955.92	$1,179.12	2.00%	$60,135.03		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0803.001100.	10315	$59,215.74	$1,184.31	2.00%	$60,400.05		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0891.001100.	14158	$41,136.21	$1,192.95	2.90%	$42,329.16		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0814.001100.	14345	$41,136.21	$1,234.09	3.00%	$42,370.30		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0821.001100.	15467	$41,136.21	$1,234.09	3.00%	$42,370.30		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1927.001100.	15162	$41,136.21	$1,234.09	3.00%	$42,370.30		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0848.001100.	13648	$41,136.21	$1,234.09	3.00%	$42,370.30		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0845.001100.	13646	$41,136.21	$1,234.09	3.00%	$42,370.30		MERIT	10/15/2021
Emergency Medical Services	Demand Paramedic.0900.001100.	12062	$68,937.94	$1,240.88	1.80%	$70,178.82		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0835.001100.	12916	$41,501.34	$1,245.04	3.00%	$42,746.38		MERIT	10/15/2021
Emergency Medical Services	Demand Paramedic.0812.001100.	11805	$64,859.66	$1,297.19	2.00%	$66,156.86		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0781.001100.	05234	$65,165.82	$1,303.32	2.00%	$66,469.13		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.1620.001100.	12063	$44,515.43	$1,335.46	3.00%	$45,850.89		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0854.001100.	12616	$46,042.69	$1,381.28	3.00%	$47,423.97		MERIT	10/15/2021
Emergency Medical Services	Demand Paramedic.0899.001100.	12065	$69,707.50	$1,394.15	2.00%	$71,101.65		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.0791.001100.	02962	$70,481.23	$1,409.62	2.00%	$71,890.85		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0810.001100.	12448	$47,413.76	$1,422.41	3.00%	$48,836.17		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0799.001100.	13066	$47,722.23	$1,431.67	3.00%	$49,153.90		MERIT	10/15/2021
Emergency Medical Services	EMS Paramedic.0828.001100.	12354	$47,869.67	$1,436.09	3.00%	$49,305.76		MERIT	10/15/2021

Emergency Medical Services	Captain, EMS Support.0778.001100.	13413	$73,800.54	$1,476.01	2.00%	$75,276.55		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.0793.001100.	10770	$75,868.37	$1,517.37	2.00%	$77,385.74		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.0795.001100.	02079	$75,868.37	$1,517.37	2.00%	$77,385.74		MERIT	10/15/2021
Emergency Medical Services	EMS Captain.0838.001100.	10316	$82,457.94	$1,649.16	2.00%	$84,107.10		MERIT	10/15/2021
Emergency Medical Services	EMS Lieutenant.0784.001100.	12624	$56,364.34	$1,690.93	3.00%	$58,055.27		MERIT	10/15/2021
Emergency Medical Services	Demand Paramedic.0881.001100.	14963	$55,410.93	$1,717.74	3.10%	$57,128.67		MERIT	10/15/2021
Emergency Medical Services	Demand Paramedic.0884.001100.	14351	$55,410.93	$1,717.74	3.10%	$57,128.67		MERIT	10/15/2021
Emergency Medical Services	EMS Administrative Manager.0902.001100.	05895	$88,048.73	$1,760.97	2.00%	$89,809.70		MERIT	10/15/2021
Emergency Medical Services	EMS Comdr Logistics.0789.001100.	14146	$89,439.94	$1,788.80	2.00%	$91,228.74		MERIT	10/15/2021
Emergency Medical Services	EMS Captain.1654.001100.	11102	$90,183.27	$1,803.67	2.00%	$91,986.93		MERIT	10/15/2021
Emergency Medical Services	Sr Medical Officer.0802.001100.	03432	$60,542.40	$1,816.27	3.00%	$62,358.68		MERIT	10/15/2021
Emergency Medical Services	EMS Clinical Commander.0898.001100.	10533	$93,351.81	$1,867.04	2.00%	$95,218.85		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.1641.001100.	10086	$62,979.25	$1,889.38	3.00%	$64,868.63		MERIT	10/15/2021
Emergency Medical Services	Demand Paramedic.0855.001100.	11900	$63,156.35	$1,894.69	3.00%	$65,051.04		MERIT	10/15/2021
Emergency Medical Services	EMS Compliance Officer.0780.001100.	03677	$96,262.13	$1,925.24	2.00%	$98,187.37		MERIT	10/15/2021
Emergency Medical Services	EMS Captain.1652.001100.	11659	$97,221.78	$1,944.44	2.00%	$99,166.21		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.0794.001100.	04527	$65,434.86	$1,963.05	3.00%	$67,397.90		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.1640.001100.	10831	$65,489.76	$1,964.69	3.00%	$67,454.45		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.0790.001100.	03579	$68,695.42	$2,060.86	3.00%	$70,756.28		MERIT	10/15/2021
Emergency Medical Services	EMS Field Commander.0792.001100.	02834	$70,409.02	$2,112.27	3.00%	$72,521.29		MERIT	10/15/2021
Emergency Medical Services	EMS Clinical Div Commander.0797.001100.	04006	$112,015.09	$2,240.30	2.00%	$114,255.39		MERIT	10/15/2021
Emergency Medical Services	EMS Ops Division Commander.0785.001100.	03649	$121,385.53	$2,427.71	2.00%	$123,813.25		MERIT	10/15/2021
Emergency Medical Services	Director of EMS.0779.001100.	02593	$145,062.05	$7,253.10	5.00%	$152,315.15	$2,041.70	MERIT	10/15/2021

Emergency Services Dept.	Project Manager.1941.001100.	11259	$65,553.07	$1,311.06	2.00%	$66,864.13		MERIT	10/15/2021
Emergency Services Dept.	Office Admin III.1747.001100.	14981	$69,647.47	$3,482.37	5.00%	$73,129.84		MERIT	10/15/2021
Extension Service	Adm Tech 4H.0908.001100.	14501	$31,799.04	$476.99	0.015	$32,276.03		MERIT	10/15/2021
Extension Service	Adm Tech.0910.001100.	14368	$35,119.43	$702.39	0.02	$35,821.82		MERIT	10/15/2021
Extension Service	Adm Tech FCS.0909.001100.	15500	$31,799.04	$794.98	0.025	$32,594.02		MERIT	10/15/2021
Fleet Services	Service Technician IV.0920.001100.	11200	$53,328.03	$500.00	0.98%	$53,828.03		MERIT	10/15/2021
Fleet Services	Warehouse Asst I.0917.001100.	13106	$42,516.23	$875.00	2.14%	$43,391.23		MERIT	10/15/2021
Fleet Services	Service Technician III.0929.001100.Y	15477	$43,783.58	$880.00	2.09%	$44,663.58		MERIT	10/15/2021
Fleet Services	Service Technician IV.0923.001100.	12409	$45,863.99	$950.00	2.15%	$46,813.99		MERIT	10/15/2021
Fleet Services	Inventory Coordinator I.0919.001100.	13807	$42,777.92	$950.00	2.31%	$43,727.92		MERIT	10/15/2021
Fleet Services	Inventory Coord II.1188.001100.	13593	$49,455.32	$1,100.00	2.31%	$50,555.32		MERIT	10/15/2021
Fleet Services	Paint & Body Tech I.0927.001100.	10424	$48,607.75	$1,150.00	2.46%	$49,757.75		MERIT	10/15/2021
Fleet Services	Service Technician IV.0924.001100.Y	04253	$54,318.39	$1,150.00	2.20%	$55,468.39		MERIT	10/15/2021
Fleet Services	Service Technician III.1945.001100.	15463	$43,178.55	$1,150.00	2.77%	$44,328.55		MERIT	10/15/2021
Fleet Services	Service Technician III.0931.001100.	13718	$48,462.15	$1,250.00	2.68%	$49,712.15		MERIT	10/15/2021
Fleet Services	Service Technician III.0922.001100.	12391	$53,389.98	$1,400.00	2.73%	$54,789.98		MERIT	10/15/2021
Fleet Services	Service Technician III.0925.001100.	13576	$50,386.96	$1,400.00	2.89%	$51,786.96		MERIT	10/15/2021
Fleet Services	Service Trainer.0921.001100.	10168	$58,887.51	$1,475.00	2.60%	$60,362.51		MERIT	10/15/2021
Fleet Services	Dir Fleet Svcs Div I.0918.001100.	14044	$76,752.77	$1,535.00	2.08%	$78,287.77		MERIT	10/15/2021
Fleet Services	Service Technician IV.0926.001100.Y	03980	$60,944.01	$1,600.00	2.73%	$62,544.01		MERIT	10/15/2021
Fleet Services	Inventory Manager.0087.001100.	03013	$63,238.99	$1,650.00	2.71%	$64,888.99		MERIT	10/15/2021
Fleet Services	Doc Control Spec II.0916.001100.	15275	$57,678.72	$1,663.81	3.00%	$59,342.53		MERIT	10/15/2021
Fleet Services	Shop Supervisor.0930.001100.	12499	$63,050.79	$1,800.00	2.97%	$64,850.79		MERIT	10/15/2021
HazMat	Assistant Fire Marshal.1811.001100.	15420	$81,592.66	$4,079.63	5.00%	$85,672.29		MERIT	10/15/2021
HazMat	Fire Marshal.0937.001100.	15178	$99,344.42	$4,967.22	5.00%	$104,311.64		MERIT	10/15/2021
Human Resources	PT Sr HR Specialist.9922.001101.	15510	$29,204.81	$584.10	2.00%	$29,788.91		MERIT	10/15/2021

Human Resources	HR Generalist II.0002.001100.	13392	$63,952.57	$1,279.05	2.00%	$65,231.63		MERIT	10/15/2021
Human Resources	HR Analyst.0010.001100.	15322	$52,000.08	$1,539.20	2.96%	$53,539.29		MERIT	10/15/2021
Human Resources	HR Generalist.0005.001100.	15031	$52,488.97	$1,553.67	2.96%	$54,042.64		MERIT	10/15/2021
Human Resources	Compensation Analyst.1795.001100.	12844	$59,661.60	$1,765.98	2.96%	$61,427.58		MERIT	10/15/2021
Human Resources	HR Generalist II.0004.001100.	13000	$62,607.88	$1,853.19	2.96%	$64,461.07		MERIT	10/15/2021
Human Resources	Risk & Safety Coordinator.1760.001100.	15307	$57,199.88	$1,876.16	3.28%	$59,076.03		MERIT	10/15/2021
Human Resources	HR Generalist II.0003.001100.	12637	$64,115.90	$1,897.83	2.96%	$66,013.73		MERIT	10/15/2021
Human Resources	HR Analyst.0006.001100.	14406	$52,000.08	$1,991.60	3.83%	$53,991.69		MERIT	10/15/2021
Human Resources	Director Org Dev Analytics.0007.001100.	12874	$90,777.61	$2,687.02	2.96%	$93,464.62		MERIT	10/15/2021
Information Systems	Warehouse Coordinator I.1912.001100.	15317	$33,772.14	$759.87	2.25%	$34,532.01		MERIT	10/15/2021
Information Systems	System Administrator II.0956.001100.Y	11933	$43,444.71	$760.28	1.75%	$44,204.99		MERIT	10/15/2021
Information Systems	System Support Specialist.1915.001100.	14993	$47,722.23	$835.14	1.75%	$48,557.37		MERIT	10/15/2021
Information Systems	Warehouse Specialist.0943.001100.	13391	$37,423.96	$842.04	2.25%	$38,266.00		MERIT	10/15/2021
Information Systems	Warehouse Coordinator I.1755.001100.	13253	$40,290.30	$906.53	2.25%	$41,196.83		MERIT	10/15/2021
Information Systems	System Support Specialist.1913.001100.	15189	$48,438.07	$968.76	2.00%	$49,406.83		MERIT	10/15/2021
Information Systems	Analyst I.1854.001100.N	15567	$65,468.98	$982.03	1.50%	$66,451.01		MERIT	10/15/2021
Information Systems	Analyst II.0948.001100.	15665	$67,544.30	$1,013.16	1.50%	$68,557.46		MERIT	10/15/2021
Information Systems	System Support Spec Lead.1834.001100.	14337	$50,155.41	$1,128.50	2.25%	$51,283.91		MERIT	10/15/2021
Information Systems	Analyst I.1835.001100.C	15537	$65,480.06	$1,145.90	1.75%	$66,625.97		MERIT	10/15/2021
Information Systems	Senior Coordinator.0958.001100.	14572	$47,590.40	$1,189.76	2.50%	$48,780.16		MERIT	10/15/2021
Information Systems	System Administrator II.0089.001100.Y	11560	$68,189.47	$1,193.32	1.75%	$69,382.79		MERIT	10/15/2021
Information Systems	System Support Spec Lead.0947.001100.	14556	$54,080.00	$1,216.80	2.25%	$55,296.80		MERIT	10/15/2021
Information Systems	System Support Specialist.0964.001100.	04201	$61,286.94	$1,225.74	2.00%	$62,512.68		MERIT	10/15/2021

Information Systems	System Support Specialist.1856.001100.	14865	$49,645.46	$1,241.14	2.50%	$50,886.60		MERIT	10/15/2021
Information Systems	System Administrator II.1855.001100.N	15244	$64,267.59	$1,285.35	2.00%	$65,552.94		MERIT	10/15/2021
Information Systems	System Administrator II.0950.001100.Y	13805	$66,998.63	$1,339.97	2.00%	$68,338.60		MERIT	10/15/2021
Information Systems	IT Manager.0951.001100.Y	12158	$78,703.98	$1,377.32	1.75%	$80,081.30		MERIT	10/15/2021
Information Systems	Systems Engineer.0966.001100.	12415	$72,813.31	$1,456.27	2.00%	$74,269.58		MERIT	10/15/2021
Information Systems	System Administrator II.1629.001100.Y	13339	$66,560.04	$1,497.60	2.25%	$68,057.64		MERIT	10/15/2021
Information Systems	Analyst I.1808.001100.Y	15425	$68,174.87	$1,533.93	2.25%	$69,708.80		MERIT	10/15/2021
Information Systems	Lead Warehouse Coord.0726.001100.	11832	$51,387.16	$1,541.61	3.00%	$52,928.77		MERIT	10/15/2021
Information Systems	IT Manager.0088.001100.Y	01358	$79,084.43	$1,581.69	2.00%	$80,666.12		MERIT	10/15/2021
Information Systems	Analyst II.0946.001100.Y	11265	$71,306.64	$1,604.40	2.25%	$72,911.04		MERIT	10/15/2021
Information Systems	Senior System Support Spec.0963.001100.	11260	$71,789.85	$1,615.27	2.25%	$73,405.12		MERIT	10/15/2021
Information Systems	System Administrator II.1682.001100.	02752	$65,209.12	$1,630.23	2.50%	$66,839.35		MERIT	10/15/2021
Information Systems	IT Manager.0967.001100.Y	10352	$82,721.04	$1,654.42	2.00%	$84,375.46		MERIT	10/15/2021
Information Systems	Analyst II.0949.001100.	01826	$75,352.10	$1,883.80	2.50%	$77,235.90		MERIT	10/15/2021
Information Systems	IT Manager II.1809.001100.	12835	$83,806.69	$1,885.65	2.25%	$85,692.35		MERIT	10/15/2021
Information Systems	IT Manager II.0960.001100.C	10471	$76,916.19	$1,922.90	2.50%	$78,839.09		MERIT	10/15/2021
Information Systems	IT Manager.1756.001100.	04524	$96,738.30	$1,934.77	2.00%	$98,673.07		MERIT	10/15/2021
Information Systems	Analyst III.0944.001100.	05361	$87,972.75	$1,979.39	2.25%	$89,952.13		MERIT	10/15/2021
Information Systems	Analyst III.0945.001100.	11552	$90,021.57	$2,025.49	2.25%	$92,047.05		MERIT	10/15/2021
Information Systems	Analyst I.1810.001100.Y	14537	$57,948.64	$2,028.20	3.50%	$59,976.84		MERIT	10/15/2021
Information Systems	Database Engineer.1757.001100.	12067	$86,129.43	$2,153.24	2.50%	$88,282.67		MERIT	10/15/2021
Information Systems	Analyst III.0965.001100.	05075	$89,586.76	$2,239.67	2.50%	$91,826.43		MERIT	10/15/2021
Information Systems	Deputy CIO.0954.001100.	04732	$112,317.98	$2,246.36	2.00%	$114,564.34		MERIT	10/15/2021
Information Systems	Network Engineer.0955.001100.Y	13592	$91,604.49	$2,290.11	2.50%	$93,894.60		MERIT	10/15/2021
Information Systems	Security Engineer.0968.001100.Y	12980	$76,393.14	$2,291.79	3.00%	$78,684.93		MERIT	10/15/2021
Information Systems	IT Director.0953.001100.	10531	$104,425.51	$2,349.57	2.25%	$106,775.08		MERIT	10/15/2021
Information Systems	IT Architect.0952.001100.	13068	$104,915.20	$2,360.59	2.25%	$107,275.79		MERIT	10/15/2021
Information Systems	Developer I.1722.001100.Y	13349	$66,178.98	$2,481.71	3.75%	$68,660.69		MERIT	10/15/2021
Information Systems	IT Manager II.0957.001100.	10409	$111,708.46	$2,513.44	2.25%	$114,221.90		MERIT	10/15/2021
Infrastructure Department	Senior Engineer I.1606.001100	12593	$28,789.96	$553.50	1.92%	$29,343.46		MERIT	10/15/2021

JJAEP - Tier II	PT Juv Supervision Offcr I.9936.001101.	14124	$20,757.83	$415.16	2.00%	$21,172.98		MERIT	10/15/2021
Justice of the Peace 1	PT Court Clerk I.9997.001101.	15578	$18,614.44	$279.22	1.50%	$18,893.65		MERIT	10/15/2021
Justice of the Peace 1	Court Administrator I.0971.001100.	13500	$43,244.80	$432.45	1.00%	$43,677.25		MERIT	10/15/2021
Justice of the Peace 1	Court Clerk I.0973.001100.	15576	$33,772.14	$439.04	1.30%	$34,211.18		MERIT	10/15/2021
Justice of the Peace 1	Senior Court Clerk.0977.001100.	15078	$39,157.01	$587.36	1.50%	$39,744.36		MERIT	10/15/2021
Justice of the Peace 1	Court Clerk II.0978.001100.	11447	$39,880.41	$598.21	1.50%	$40,478.62		MERIT	10/15/2021
Justice of the Peace 1	Court Administrator I.0970.001100.	15129	$45,147.61	$1,128.69	2.50%	$46,276.30		MERIT	10/15/2021
Justice of the Peace 1	Chief Court Administrator.0972.001100.	15016	$61,304.82	$1,532.62	2.50%	$62,837.44		MERIT	10/15/2021
Justice of the Peace 2	Court Clerk II.0993.001100.	15320	$37,509.89	$750.20	2.00%	$38,260.09		MERIT	10/15/2021
Justice of the Peace 2	Court Clerk II.0986.001100.	14939	$37,509.89	$750.20	2.00%	$38,260.09		MERIT	10/15/2021
Justice of the Peace 2	Court Clerk II.0990.001100.	14640	$37,985.51	$759.71	2.00%	$38,745.22		MERIT	10/15/2021
Justice of the Peace 2	Court Clerk II.0989.001100.	12843	$38,959.27	$779.19	2.00%	$39,738.46		MERIT	10/15/2021
Justice of the Peace 2	Senior Court Clerk.0984.001100.	14585	$40,885.76	$817.72	2.00%	$41,703.47		MERIT	10/15/2021
Justice of the Peace 2	Court Clerk II.0991.001100.	12771	$41,500.99	$830.02	2.00%	$42,331.01		MERIT	10/15/2021
Justice of the Peace 2	Senior Court Clerk.0985.001100.	10466	$51,269.14	$1,025.38	2.00%	$52,294.52		MERIT	10/15/2021
Justice of the Peace 2	Court Administrator II.1715.1100.	10450	$55,026.13	$1,100.52	2.00%	$56,126.65		MERIT	10/15/2021
Justice of the Peace 2	Court Administrator I.1907.001100.	12338	$55,883.57	$1,117.67	2.00%	$57,001.24		MERIT	10/15/2021
Justice of the Peace 2	Chief Court Administrator.0987.001100.	10649	$72,729.74	$1,454.59	2.00%	$74,184.33		MERIT	10/15/2021
Justice of the Peace 2	Court Clerk II.0994.001100.	14746	$36,556.28	$1,462.25	4.00%	$38,018.53		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk II.1716.1100.	12420	$39,000.01	$390.00	1.00%	$39,390.01		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk II.1006.001100.	12412	$41,210.97	$412.11	1.00%	$41,623.08		MERIT	10/15/2021
Justice of the Peace 3	Senior Court Clerk.0998.001100.	13354	$45,177.05	$451.77	1.00%	$45,628.82		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk II.0997.001100.	10877	$48,917.30	$489.17	1.00%	$49,406.48		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk II.1000.001100.	14315	$39,871.12	$598.07	1.50%	$40,469.19		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk I.0094.001100.	15171	$34,464.97	$689.30	2.00%	$35,154.26		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk I.0091.001100.	15342	$34,785.30	$695.71	2.00%	$35,481.00		MERIT	10/15/2021
Justice of the Peace 3	Senior Court Clerk.0096.001100.	11892	$48,779.46	$731.69	1.50%	$49,511.16		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk I.1956.001100.	15662	$33,772.14	$844.30	2.50%	$34,616.44		MERIT	10/15/2021
Justice of the Peace 3	Court Clerk I.1001.001100.	15714	$33,772.14	$844.30	2.50%	$34,616.44		MERIT	10/15/2021
Justice of the Peace 3	Court Administrator II.0093.001100.	11714	$56,465.47	$846.98	1.50%	$57,312.45		MERIT	10/15/2021

Justice of the Peace 3	Court Clerk II.1003.001100.	15101	$38,272.00	$956.80	2.50%	$39,228.80		MERIT	10/15/2021
Justice of the Peace 3	Chief Court Administrator.0095.001100.	14867	$66,271.25	$994.07	1.50%	$67,265.32		MERIT	10/15/2021
Justice of the Peace 3	Senior Court Clerk.1002.001100.	13220	$42,953.62	$2,147.68	5.00%	$45,101.30		MERIT	10/15/2021
Justice of the Peace 3	Court Administrator I.0092.001100.	11721	$48,566.54	$2,428.33	5.00%	$50,994.87		MERIT	10/15/2021
Justice of the Peace 4	Court Administrator I.1017.001100.	01909	$57,908.05	$1,158.16	2.00%	$59,066.21		MERIT	10/15/2021
Justice of the Peace 4	Court Clerk II.1717.001100.	14386	$35,491.54	$1,419.66	4.00%	$36,911.20		MERIT	10/15/2021
Justice of the Peace 4	Court Clerk II.1016.001100.	13959	$36,136.69	$1,445.47	4.00%	$37,582.16		MERIT	10/15/2021
Justice of the Peace 4	Senior Court Clerk.1014.001100.	13398	$42,866.79	$1,714.67	4.00%	$44,581.46		MERIT	10/15/2021
Justice of the Peace 4	Court Clerk II.1012.001100.	13958	$36,490.98	$1,824.55	5.00%	$38,315.53		MERIT	10/15/2021
Justice of the Peace 4	Court Administrator II.1010.001100.	12162	$68,904.14	$3,445.21	5.00%	$72,349.35	$766.08	MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer I Grant.1024.001100.	14487	$45,418.67	$454.19	1.00%	$45,872.86		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer I Grant.1151.001100.	13847	$47,411.22	$948.22	2.00%	$48,359.44		MERIT	10/15/2021
Juvenile Grant	Juv Super Offcr I Grant.1044.001100.	11459	$48,636.50	$972.73	2.00%	$49,609.23		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer II Grant.1035.001100.	14296	$48,798.91	$975.98	2.00%	$49,774.89		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer II Grant.1162.001100.	15002	$48,879.99	$977.60	2.00%	$49,857.59		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer II Grant.1031.001100.	14716	$48,879.99	$977.60	2.00%	$49,857.59		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer II Grant.1034.001100.	15003	$49,179.05	$983.58	2.00%	$50,162.63		MERIT	10/15/2021
Juvenile Grant	Counselor I Grant.1064.001100.	15486	$49,340.16	$986.80	2.00%	$50,326.96		MERIT	10/15/2021
Juvenile Grant	Counselor II Grant.1664.001100.	15050	$53,316.12	$1,066.32	2.00%	$54,382.44		MERIT	10/15/2021
Juvenile Grant	Counselor II Grant.1193.001100.	15493	$54,080.00	$1,081.60	2.00%	$55,161.60		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer I Grant.1030.001100.	02869	$56,758.52	$1,135.17	2.00%	$57,893.69		MERIT	10/15/2021
Juvenile Grant	Counselor Supervisor Grant.1145.001100.	14482	$57,074.95	$1,141.50	2.00%	$58,216.45		MERIT	10/15/2021
Juvenile Grant	Juv Prob Supervisor Grant.1038.001100.	13118	$61,879.96	$1,856.40	3.00%	$63,736.36		MERIT	10/15/2021

Juvenile Grant	Juv Probation Super Grant.1141.001100.	13100	$71,305.56	$2,139.17	3.00%	$73,444.73		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer I Grant.1033.001100.	13892	$46,137.21	$2,306.86	5.00%	$48,444.07		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer II Grant.1036.001100.	14490	$49,755.78	$2,487.79	5.00%	$52,243.57		MERIT	10/15/2021
Juvenile Grant	Juv Prob Officer II Grant.1022.001100.	13885	$52,854.70	$2,642.74	5.00%	$55,497.44		MERIT	10/15/2021
Juvenile Grant	Sr Counselor Super Grant.1047.001100.	14417	$63,722.46	$3,186.12	5.00%	$66,908.59		MERIT	10/15/2021
Juvenile Grant	Court & Intake Admin Grant.1039.001100.	10660	$73,178.35	$3,658.92	5.00%	$76,837.27		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1134.001100.	15301	$37,995.31	$379.95	1.00%	$38,375.26		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1110.001100.	05368	$42,756.31	$427.56	1.00%	$43,183.88		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer I.1156.001100.	15227	$46,831.78	$468.32	1.00%	$47,300.10		MERIT	10/15/2021
Juvenile Services	PT Administrative Spec.9984.001101.	13249	$25,597.38	$511.95	2.00%	$26,109.33		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1074.001100.	15362	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1107.001100.	15300	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1742.001100.	15023	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1111.001100.	15219	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1070.001100.	15457	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1117.001100.	15414	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1133.001100.	15223	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1130.001100.	15304	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021

Juvenile Services	Juv Supervision Offcr I.1116.001100.	15458	$37,995.31	$759.91	2.00%	$38,755.21		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1123.001100.	15158	$38,375.25	$767.51	2.00%	$39,142.76		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1076.001100.	15084	$39,515.13	$790.30	2.00%	$40,305.44		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr II.1084.001100.	15111	$40,309.37	$806.19	2.00%	$41,115.56		MERIT	10/15/2021
Juvenile Services	Sr Administrative Spec.1059.001100.	04517	$40,411.16	$808.22	2.00%	$41,219.38		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr II.1096.001100.	15459	$41,079.99	$821.60	2.00%	$41,901.59		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr II.1118.001100.	15455	$41,079.99	$821.60	2.00%	$41,901.59		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1083.001100.	13550	$41,945.75	$838.91	2.00%	$42,784.66		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1080.001100.	13723	$41,945.75	$838.91	2.00%	$42,784.66		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr II.1092.001100.	13804	$43,548.98	$870.98	2.00%	$44,419.96		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1082.001100.	13519	$43,623.55	$872.47	2.00%	$44,496.02		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1147.001100.	13358	$44,059.80	$881.20	2.00%	$44,940.99		MERIT	10/15/2021
Juvenile Services	Administrative Specialist.1050.001100.	04646	$44,296.69	$885.93	2.00%	$45,182.62		MERIT	10/15/2021
Juvenile Services	Administrative Specialist.1051.001100.	12458	$44,296.69	$885.93	2.00%	$45,182.62		MERIT	10/15/2021
Juvenile Services	Sr Administrative Spec.1172.001100.	05323	$45,392.46	$907.85	2.00%	$46,300.31		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer I.1158.001100.	14451	$45,418.67	$908.37	2.00%	$46,327.05		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer I.1157.001100.	15516	$45,418.67	$908.37	2.00%	$46,327.05		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer I.1179.001100.	15081	$45,418.67	$908.37	2.00%	$46,327.05		MERIT	10/15/2021

Juvenile Services	Juv Probation Officer I.1155.001100.	15471	$45,418.67	$908.37	2.00%	$46,327.05		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer I.1152.001100.	15456	$45,418.67	$908.37	2.00%	$46,327.05		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1073.001100.	11104	$46,548.64	$930.97	2.00%	$47,479.62		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1067.001100.	10863	$47,701.16	$954.02	2.00%	$48,655.18		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1120.001100.	05580	$47,972.83	$959.46	2.00%	$48,932.29		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1088.001100.	10900	$48,636.50	$972.73	2.00%	$49,609.23		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer II.1150.001100.	14297	$48,879.99	$977.60	2.00%	$49,857.59		MERIT	10/15/2021
Juvenile Services	Sr Administrative Spec.1175.001100.	11131	$48,917.30	$978.35	2.00%	$49,895.65		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer II.1160.001100.	15062	$49,198.90	$983.98	2.00%	$50,182.87		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr II.1093.001100.	11469	$50,385.82	$1,007.72	2.00%	$51,393.53		MERIT	10/15/2021
Juvenile Services	Counselor I.1026.001100.	15514	$50,439.88	$1,008.80	2.00%	$51,448.67		MERIT	10/15/2021
Juvenile Services	Juv Facility Supervisor.1138.001100.	14798	$51,223.41	$1,024.47	2.00%	$52,247.88		MERIT	10/15/2021
Juvenile Services	Juv Facility Supervisor.1101.001100.	11912	$55,111.97	$1,102.24	2.00%	$56,214.21		MERIT	10/15/2021
Juvenile Services	Juv Probation Supervisor.1154.001100.	12735	$58,252.54	$1,165.05	2.00%	$59,417.59		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer II.1037.001100.	11067	$59,040.06	$1,180.80	2.00%	$60,220.86		MERIT	10/15/2021
Juvenile Services	Juv Probation Supervisor.1164.001100.	12280	$61,359.98	$1,227.20	2.00%	$62,587.18		MERIT	10/15/2021
Juvenile Services	Nurse Supervisor.1170.001100.	15431	$62,702.73	$1,254.05	2.00%	$63,956.79		MERIT	10/15/2021
Juvenile Services	Senior Counselor.1177.001100.	03734	$69,220.08	$1,384.40	2.00%	$70,604.48		MERIT	10/15/2021
Juvenile Services	Data & Records Manager.1104.001100.	13293	$72,390.14	$1,447.80	2.00%	$73,837.94		MERIT	10/15/2021
Juvenile Services	Sr Administrative Spec.1052.001100.	15140	$36,774.40	$1,838.72	5.00%	$38,613.12		MERIT	10/15/2021

Juvenile Services	Sr Administrative Spec.1173.001100.	15403	$36,970.41	$1,848.52	5.00%	$38,818.93		MERIT	10/15/2021
Juvenile Services	Administrative Specialist.1058.001100.	13138	$39,403.03	$1,970.15	5.00%	$41,373.18		MERIT	10/15/2021
Juvenile Services	Juvenile Summons Officer.1125.001100.	14127	$40,720.27	$2,036.01	5.00%	$42,756.29		MERIT	10/15/2021
Juvenile Services	Coordinator.1174.001100.	15090	$45,030.55	$2,251.53	5.00%	$47,282.08		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr I.1087.001100.	10899	$48,636.50	$2,431.83	5.00%	$51,068.33		MERIT	10/15/2021
Juvenile Services	Juv Supervision Offcr II.1091.001100.	11113	$48,927.54	$2,446.38	5.00%	$51,373.92		MERIT	10/15/2021
Juvenile Services	Juv Probation Officer II.1153.001100.	14489	$49,198.90	$2,459.94	5.00%	$51,658.84		MERIT	10/15/2021
Juvenile Services	Juv Facility Supervisor.1098.001100.	14850	$51,480.01	$2,574.00	5.00%	$54,054.01		MERIT	10/15/2021
Juvenile Services	Sr Juv Facility Supervisor.1171.001100.	12734	$55,255.97	$2,762.80	5.00%	$58,018.77		MERIT	10/15/2021
Juvenile Services	Juvenile Summons Officer.1063.001100.	05472	$58,434.80	$2,921.74	5.00%	$61,356.54	$2,621.07	MERIT	10/15/2021
Juvenile Services	Juv Probation Supervisor.1616.001100.	11524	$61,895.37	$3,094.77	5.00%	$64,990.14		MERIT	10/15/2021
Juvenile Services	Juv Application Specialist.1165.001100.	11400	$66,070.35	$3,303.52	5.00%	$69,373.86		MERIT	10/15/2021
Juvenile Services	Sr Juv Facility Supervisor.1081.001100.	10502	$69,043.40	$3,452.17	5.00%	$72,495.56		MERIT	10/15/2021
Juvenile Services	Juv Facility Administrator.1062.001100.	14615	$70,363.76	$3,518.19	5.00%	$73,881.95		MERIT	10/15/2021
Juvenile Services	Compliance Officer.1103.001100.	03721	$76,418.28	$3,820.91	5.00%	$80,239.20		MERIT	10/15/2021
Juvenile Services	Asst Director of Operations.1142.001100.	13590	$81,263.31	$4,063.17	5.00%	$85,326.48		MERIT	10/15/2021
Juvenile Services	Juvenile Facility Director.1089.001100.	12814	$81,270.07	$4,063.50	5.00%	$85,333.58		MERIT	10/15/2021
Juvenile Services	Dir of Mental Health Svc.1065.001100.	12200	$84,316.67	$4,215.83	5.00%	$88,532.50		MERIT	10/15/2021
Juvenile Services	Court & Field Svc Director.1144.001100.	10762	$88,265.05	$4,413.25	5.00%	$92,678.30		MERIT	10/15/2021

Juvenile Services	Director of Operations.1143.001100.	04671	$113,409.28	$5,670.46	5.00%	$119,079.74		MERIT	10/15/2021
Juvenile Services	Asst Director of Juv Svc.1060.001100.	05328	$131,493.67	$6,574.68	5.00%	$138,068.35		MERIT	10/15/2021
Magistrate Office	Associate Judge.1668.001100.	14269	$121,772.48	$2,435.45	2.00%	$124,207.93		MERIT	10/15/2021
Magistrate Office	Associate Judge.1792.001100.	14074	$121,772.48	$3,653.17	3.00%	$125,425.65		MERIT	10/15/2021
Magistrate Office	Associate Judge.0188.001100.	14822	$121,772.48	$3,653.17	3.00%	$125,425.65		MERIT	10/15/2021
Magistrate Office	Senior Associate Judge.0185.001100.	13352	$127,860.80	$4,475.13	3.50%	$132,335.93		MERIT	10/15/2021
Mobile Outreach	Mental Health Specialist.1185.001100.	14283	$47,722.25	$477.22	1.00%	$48,199.47		MERIT	10/15/2021
Mobile Outreach	Clinical Coordinator MOT.1187.001100.	11381	$69,365.71	$1,387.31	2.00%	$70,753.03		MERIT	10/15/2021
Mobile Outreach	Qual Improvement Clinician.1186.001100.	13126	$58,940.21	$1,473.51	2.50%	$60,413.72		MERIT	10/15/2021
Mobile Outreach	SR Office Administrator.1189.001100.	11190	$69,220.08	$1,730.50	2.50%	$70,950.58		MERIT	10/15/2021
Mobile Outreach	Mental Health Specialist.1183.001100.	15321	$49,537.28	$2,476.86	5.00%	$52,014.14		MERIT	10/15/2021
Mobile Outreach	Mental Health Specialist.1184.001100.	14815	$49,631.14	$2,481.56	5.00%	$52,112.70		MERIT	10/15/2021
Mobile Outreach	Director of Outreach.1181.001100.	10870	$106,257.74	$5,312.89	5.00%	$111,570.62		MERIT	10/15/2021
MOT GRANTS - Payroll	Grant Clerk.1950.001100.	15450	$33,771.92	$675.44	2.00%	$34,447.36		MERIT	10/15/2021
MOT GRANTS - Payroll	Comm Crisis Paramedic Grant.1639.001100.	05002	$72,849.83	$728.50	1.00%	$73,578.32		MERIT	10/15/2021
MOT GRANTS - Payroll	Comm Crisis Paramedic Grant.1666.001100.	12219	$63,722.55	$1,593.06	2.50%	$65,315.61		MERIT	10/15/2021
MOT GRANTS - Payroll	Lead Crisis Paramedic Grant.1710.001100.	12217	$69,934.29	$1,748.36	2.50%	$71,682.65		MERIT	10/15/2021
On-Site Sewage Facilities	Admin Tech III.1821.001100.	14045	$44,373.48	$426.67	1.00%	$44,800.15		MERIT	10/15/2021
On-Site Sewage Facilities	Sanitarian II.1824.001100.	14523	$52,768.98	$1,014.79	2.00%	$53,783.76		MERIT	10/15/2021
On-Site Sewage Facilities	Sanitarian II.1822.001100.	13821	$54,017.49	$1,038.80	2.00%	$55,056.28		MERIT	10/15/2021
On-Site Sewage Facilities	Admin Tech III.1820.001100.	14480	$45,867.39	$1,323.10	3.00%	$47,190.49		MERIT	10/15/2021
On-Site Sewage Facilities	Sanitarian III.1825.001100.	04097	$69,216.99	$1,331.10	2.00%	$70,548.09		MERIT	10/15/2021
On-Site Sewage Facilities	Sanitarian I.1878.001100.N	14869	$47,722.23	$1,376.60	3.00%	$49,098.83		MERIT	10/15/2021
On-Site Sewage Facilities	Sanitarian III.1826.001100.	13632	$63,438.16	$1,829.95	3.00%	$65,268.11		MERIT	10/15/2021

On-Site Sewage Facilities	Inspector.1823.001100.	05132	$56,758.43	$2,548.67	4.67%	$59,307.10		MERIT	10/15/2021
Parks	Trail / Preserve Steward.1925.001100.	15119	$17,745.76	$354.92	2.00%	$18,100.68		MERIT	10/15/2021
Parks	PT Parks Maintenance Tech.9979.001101.	15336	$23,305.24	$466.10	2.00%	$23,771.34		MERIT	10/15/2021
Parks	PT Parks Maintenance Tech.9948.001101.	15733	$23,305.24	$466.10	2.00%	$23,771.34		MERIT	10/15/2021
Parks	PT Parks Maintenance Tech.9987.001101.	12797	$26,156.86	$523.14	2.00%	$26,680.00		MERIT	10/15/2021
Parks	Parks Maintenance Tech.1729.001100.	14170	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Parks	Parks Maintenance Tech.1788.001100.	15613	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Parks	Tech 1.1694.001100.	15181	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Parks	Parks Maintenance Tech.1204.001100.	13660	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Parks	Parks Maintenance Tech.1924.001100.	12910	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Parks	Office Spec Parks.1202.001100.	12954	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Parks	Office Manager.1693.001100.	14518	$43,244.76	$864.90	2.00%	$44,109.66		MERIT	10/15/2021
Parks	Park Manager.1727.001100.	15440	$45,418.68	$908.37	2.00%	$46,327.06		MERIT	10/15/2021
Parks	Park Manager.1198.001100.	11676	$45,418.68	$908.37	2.00%	$46,327.06		MERIT	10/15/2021
Parks	Tech 1.1860.001100.N	14840	$33,772.14	$1,182.02	3.50%	$34,954.16		MERIT	10/15/2021
Parks	Irrigation Tech.1201.001100.	11827	$41,224.26	$1,442.85	3.50%	$42,667.11		MERIT	10/15/2021
Parks	Parks Asst Dir.1203.001100.	12548	$85,673.81	$1,713.48	2.00%	$87,387.28		MERIT	10/15/2021
Parks	Asst Operations Manager.1691.001100.	14699	$54,800.89	$1,918.03	3.50%	$56,718.92		MERIT	10/15/2021
Parks	Senior Office Manager.1209.001100.	05563	$56,777.24	$1,987.20	3.50%	$58,764.44		MERIT	10/15/2021
Parks	Parks Supt.1208.001100.	12460	$64,267.40	$2,249.36	3.50%	$66,516.76		MERIT	10/15/2021
Purchasing	Purchasing Specialist II.1216.001100.	14915	$43,713.47	$983.55	2.25%	$44,697.02		MERIT	10/15/2021
Purchasing	Purchasing Specialist III.1217.001100.	15536	$51,916.80	$1,038.34	2.00%	$52,955.14		MERIT	10/15/2021
Purchasing	Purchasing Specialist III.1805.001100.	14126	$47,948.51	$1,078.84	2.25%	$49,027.36		MERIT	10/15/2021

Purchasing	Purchasing Specialist III.1213.001100.	15030	$45,881.47	$1,376.44	3.00%	$47,257.92		MERIT	10/15/2021
Purchasing	Sr Purchasing Coordinator.1219.001100.	12079	$70,357.00	$1,407.14	2.00%	$71,764.14		MERIT	10/15/2021
Purchasing	Sr Purchasing Coordinator.1220.001100.	14461	$62,694.13	$1,880.82	3.00%	$64,574.96		MERIT	10/15/2021
Purchasing	Deputy Purchasing Agent.1214.001100.	10956	$92,822.91	$2,088.52	2.25%	$94,911.43		MERIT	10/15/2021
Sheriff's Office	Animal Control Officer.1237.001100.	15518	$35,491.54	$354.92	1.00%	$35,846.45		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1395.001100.	14473	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1226.001100.	14205	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1234.001100.	13902	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1233.001100.	14823	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1225.001100.	15717	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1227.001100.	15340	$33,772.14	$675.44	2.00%	$34,447.58		MERIT	10/15/2021
Sheriff's Office	Animal Control Officer.1238.001100.	15727	$35,491.54	$709.83	2.00%	$36,201.37		MERIT	10/15/2021
Sheriff's Office	Animal Control Officer.1240.001100.	14411	$35,491.54	$709.83	2.00%	$36,201.37		MERIT	10/15/2021
Sheriff's Office	Animal Control Officer.1241.001100.	15504	$35,491.54	$709.83	2.00%	$36,201.37		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1236.001100.	12769	$36,494.31	$729.89	2.00%	$37,224.19		MERIT	10/15/2021
Sheriff's Office	Administrative Specialist.1224.001100.	13198	$38,232.27	$764.65	2.00%	$38,996.92		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.0068.001100.	14435	$38,749.56	$774.99	2.00%	$39,524.55		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1391.001100.	15381	$38,829.44	$776.59	2.00%	$39,606.03		MERIT	10/15/2021
Sheriff's Office	Evidence Tech SO.1935.001100.	13366	$41,136.21	$822.72	2.00%	$41,958.94		MERIT	10/15/2021

Sheriff's Office	Sr Administrative Spec.1229.001100.	04631	$42,184.00	$843.68	2.00%	$43,027.68		MERIT	10/15/2021
Sheriff's Office	Administrative Specialist.1231.001100.	12057	$42,184.00	$843.68	2.00%	$43,027.68		MERIT	10/15/2021
Sheriff's Office	Administrative Specialist.1232.001100.	05248	$42,184.00	$843.68	2.00%	$43,027.68		MERIT	10/15/2021
Sheriff's Office	Sr Administrative Spec.1393.001100.	12849	$42,728.97	$854.58	2.00%	$43,583.55		MERIT	10/15/2021
Sheriff's Office	Victim Assistance Coord.1424.001100.	15639	$45,016.19	$900.32	2.00%	$45,916.52		MERIT	10/15/2021
Sheriff's Office	SO Supervisor.1387.001100.	12010	$49,731.45	$994.63	2.00%	$50,726.08		MERIT	10/15/2021
Sheriff's Office	Sex Offender Registrar.1417.001100.	14180	$50,897.24	$1,017.94	2.00%	$51,915.18		MERIT	10/15/2021
Sheriff's Office	Logistics Lead.1235.001100.	10846	$43,811.13	$1,095.28	2.50%	$44,906.41		MERIT	10/15/2021
Sheriff's Office	SO Supervisor.1388.001100.	10761	$58,409.90	$1,168.20	2.00%	$59,578.10		MERIT	10/15/2021
Sheriff's Office	Senior Coordinator.1419.001100.	14354	$59,060.77	$1,181.22	2.00%	$60,241.98		MERIT	10/15/2021
Sheriff's Office	Crime Analyst.1228.001100.	13428	$59,078.07	$1,181.56	2.00%	$60,259.64		MERIT	10/15/2021
Sheriff's Office	Fleet Mgr SO.1378.001100.	14707	$59,633.39	$1,192.67	2.00%	$60,826.06		MERIT	10/15/2021
Sheriff's Office	Cr Scene Spec.1377.001100.	10979	$61,801.58	$1,236.03	2.00%	$63,037.62		MERIT	10/15/2021
Sheriff's Office	Training Coordinator.1422.001100.	04309	$49,617.66	$1,240.44	2.50%	$50,858.10		MERIT	10/15/2021
Sheriff's Office	Crime Analyst.1249.001100.	11520	$68,602.30	$1,372.05	2.00%	$69,974.35		MERIT	10/15/2021
Sheriff's Office	Cr Scene Spec.1247.001100.	05401	$69,220.08	$1,384.40	2.00%	$70,604.48		MERIT	10/15/2021
Sheriff's Office	SO AP Clerk.1420.001100.	05579	$52,517.75	$1,575.53	3.00%	$54,093.29		MERIT	10/15/2021
Sheriff's Office	Coordinator.1394.001100.	12422	$46,401.36	$1,624.05	3.50%	$48,025.41		MERIT	10/15/2021
Sheriff's Office	Media / Evidence Tech - CID.1731.001100.	14420	$47,141.19	$1,649.94	3.50%	$48,791.13		MERIT	10/15/2021
Sheriff's Office	Terminal Agency Coordinator.1637.001100.	04978	$62,702.73	$1,881.08	3.00%	$64,583.82		MERIT	10/15/2021
Sheriff's Office	Animal Control Supervisor.1239.001100.	13683	$55,171.06	$1,930.99	3.50%	$57,102.05		MERIT	10/15/2021
Sheriff's Office	Senior Analyst.1396.001100.	02325	$69,680.19	$2,090.41	3.00%	$71,770.59		MERIT	10/15/2021
Sheriff's Office	Assistant Chief Deputy SO.1307.001100.	02531	$116,053.94	$2,321.08	2.00%	$118,375.02		MERIT	10/15/2021
Sheriff's Office	Assistant Chief Deputy SO.1242.001100.	04180	$116,053.94	$2,321.08	2.00%	$118,375.02		MERIT	10/15/2021

Sheriff's Office	Office Administrator.1392.001100.	13364	$47,722.23	$2,386.11	5.00%	$50,108.34		MERIT	10/15/2021
Sheriff's Office	Paralegal SO.1398.001100.	04583	$72,729.73	$2,545.54	3.50%	$75,275.27	$42.15	MERIT	10/15/2021
Sheriff's Office	Executive Assistant.1389.001100.	12597	$54,880.65	$2,744.03	5.00%	$57,624.69		MERIT	10/15/2021
Sheriff's Office	Chief Deputy.1246.001100.	15545	$138,013.51	$2,760.27	2.00%	$140,773.78		MERIT	10/15/2021
Sheriff's Office	Administrative Svc Director.1421.001100.	14251	$102,738.75	$3,082.16	3.00%	$105,820.91		MERIT	10/15/2021
Sheriff's Office	Financial Manager.1223.001100.	03574	$78,000.12	$3,900.01	5.00%	$81,900.13		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1704.001100.	15673	$35,491.54	$354.92	1.00%	$35,846.45		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1437.001100.	15574	$35,498.11	$354.98	1.00%	$35,853.09		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1469.001100.	10122	$43,832.26	$657.48	1.50%	$44,489.74		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist I.1429.001100.	11274	$45,507.39	$682.61	1.50%	$46,190.01		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1442.001100.	13353	$36,972.42	$739.45	2.00%	$37,711.86		MERIT	10/15/2021
Tax Assessor/Collector	Assistant Tax Manager.1443.001100.	13338	$41,136.25	$822.73	2.00%	$41,958.98		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1486.001100.	14619	$35,491.54	$887.29	2.50%	$36,378.83		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1445.001100.	14923	$35,491.54	$887.29	2.50%	$36,378.83		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1698.001100.	15117	$35,491.54	$887.29	2.50%	$36,378.83		MERIT	10/15/2021
Tax Assessor/Collector	Tax Clerk.1853.001100.	13930	$35,654.34	$891.36	2.50%	$36,545.70		MERIT	10/15/2021
Tax Assessor/Collector	Tax Accounting Specialist.1464.001100.	14412	$35,997.73	$899.94	2.50%	$36,897.67		MERIT	10/15/2021
Tax Assessor/Collector	Senior Tax Specialist.1466.001100.	10785	$45,736.86	$914.74	2.00%	$46,651.60		MERIT	10/15/2021
Tax Assessor/Collector	Tax Accounting Specialist.1428.001100.	14182	$36,717.70	$917.94	2.50%	$37,635.64		MERIT	10/15/2021
Tax Assessor/Collector	Tax Accounting Specialist.1468.001100.	12088	$37,241.37	$931.03	2.50%	$38,172.40		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist I.1427.001100.	10784	$46,552.48	$931.05	2.00%	$47,483.53		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1440.001100.	05124	$46,552.52	$931.05	2.00%	$47,483.57		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1487.001100.	10410	$46,552.52	$931.05	2.00%	$47,483.57		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1452.001100.	04599	$46,552.52	$931.05	2.00%	$47,483.57		MERIT	10/15/2021
Tax Assessor/Collector	Senior Tax Specialist.1462.001100.	12052	$47,370.29	$947.41	2.00%	$48,317.70		MERIT	10/15/2021
Tax Assessor/Collector	Senior Tax Specialist.1431.001100.	13870	$39,157.01	$978.93	2.50%	$40,135.93		MERIT	10/15/2021
Tax Assessor/Collector	Senior Tax Specialist.1762.001100.	13791	$39,157.01	$978.93	2.50%	$40,135.93		MERIT	10/15/2021

Tax Assessor/Collector	Senior Tax Specialist.1446.001100.	14336	$39,157.01	$978.93	2.50%	$40,135.93		MERIT	10/15/2021
Tax Assessor/Collector	Motor Vehicle Manager.1458.001100.	13504	$49,672.21	$993.44	2.00%	$50,665.65		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1438.001100.	12856	$40,276.60	$1,006.92	2.50%	$41,283.52		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1450.001100.	12380	$40,867.78	$1,021.69	2.50%	$41,889.47		MERIT	10/15/2021
Tax Assessor/Collector	Assistant Tax Manager.1454.001100.	10242	$51,387.16	$1,027.74	2.00%	$52,414.90		MERIT	10/15/2021
Tax Assessor/Collector	Assistant Tax Manager.1467.001100.	11521	$51,853.87	$1,037.08	2.00%	$52,890.95		MERIT	10/15/2021
Tax Assessor/Collector	Info Services Manager.1471.001100.	11319	$52,011.71	$1,040.23	2.00%	$53,051.94		MERIT	10/15/2021
Tax Assessor/Collector	Tax Accounting Specialist.1436.001100.	03588	$41,861.75	$1,046.54	2.50%	$42,908.29		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1911.001100.	15421	$35,491.54	$1,064.75	3.00%	$36,556.29		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1909.001100.	15383	$35,491.54	$1,064.75	3.00%	$36,556.29		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1448.001100.	11208	$43,781.05	$1,094.53	2.50%	$44,875.57		MERIT	10/15/2021
Tax Assessor/Collector	Motor Vehicle Manager.1459.001100.	04161	$55,164.84	$1,103.30	2.00%	$56,268.14		MERIT	10/15/2021
Tax Assessor/Collector	Motor Vehicle Manager.1455.001100.	04246	$55,701.59	$1,114.03	2.00%	$56,815.62		MERIT	10/15/2021
Tax Assessor/Collector	Quality Control Specialist.1461.001100.	11627	$45,409.81	$1,135.25	2.50%	$46,545.06		MERIT	10/15/2021
Tax Assessor/Collector	Motor Vehicle Manager.1460.001100.	03374	$59,659.43	$1,193.19	2.00%	$60,852.62		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist		$59,659.48	$1,193.19	2.00%	$60,852.66		MERIT	10/15/2021
Tax Assessor/Collector	Sr Accounting Specialist.1447.001100.	12396	$48,181.69	$1,204.54	2.50%	$49,386.23		MERIT	10/15/2021
Tax Assessor/Collector	Senior Tax Specialist.1453.001100.	01072	$48,916.44	$1,222.91	2.50%	$50,139.35		MERIT	10/15/2021
Tax Assessor/Collector	Office Administrator.1457.001100.	12181	$50,176.72	$1,254.42	2.50%	$51,431.14		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist I.1807.001100.	14804	$33,772.14	$1,266.46	3.75%	$35,038.59		MERIT	10/15/2021
Tax Assessor/Collector	Assistant Tax Manager.1456.001100.	03491	$51,387.16	$1,284.68	2.50%	$52,671.84		MERIT	10/15/2021
Tax Assessor/Collector	Property Tax Manager.1465.001100.	04548	$64,613.43	$1,292.27	2.00%	$65,905.70		MERIT	10/15/2021

Tax Assessor/Collector	Tax Specialist I.1430.001100.	14385	$34,100.58	$1,364.02	4.00%	$35,464.60		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1703.001100.	13624	$35,491.54	$1,419.66	4.00%	$36,911.20		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1439.001100.	14502	$35,491.54	$1,419.66	4.00%	$36,911.20		MERIT	10/15/2021
Tax Assessor/Collector	Accounting Manager.1426.001100.	03745	$72,729.49	$1,454.59	2.00%	$74,184.08		MERIT	10/15/2021
Tax Assessor/Collector	Tax Specialist II.1451.001100.	14621	$36,378.82	$1,637.05	4.50%	$38,015.86		MERIT	10/15/2021
Tax Assessor/Collector	Motor Vehicle Director.1432.001100.	02338	$88,593.67	$1,771.87	2.00%	$90,365.54		MERIT	10/15/2021
Tax Assessor/Collector	Chief Deputy Tax.1433.001100.	14169	$90,473.41	$1,809.47	2.00%	$92,282.87		MERIT	10/15/2021
Tobacco HUG Program	Community Paramedic.1648.001100.	04588	$75,680.48	$2,270.41	3.00%	$77,950.89		MERIT	10/15/2021
Tobacco HUG Program	Lead Community Paramedic.1948.001100.	05218	$77,338.64	$2,320.16	3.00%	$79,658.80		MERIT	10/15/2021
Tobacco HUG Program	Community Paramedic.1642.001100.	10769	$80,285.50	$2,408.57	3.00%	$82,694.07		MERIT	10/15/2021
TRUANCY JP3	Case Manager.1949.001100	13893	$40,382.62	$1,211.48	3.00%	$41,594.10		MERIT	10/15/2021
Unified Road Systems	Operator I.1655.001100.	15637	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1541.001100.	10193	$40,084.94	$700.00	1.7463%	$40,784.94		MERIT	10/15/2021
Unified Road Systems	Operator I.1702.001100.	15353	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1522.001100.	14223	$41,111.46	$700.00	1.7027%	$41,811.46		MERIT	10/15/2021
Unified Road Systems	Operator I.1526.001100.	15532	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1673.001100.	15672	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1540.001100.	12754	$39,615.24	$700.00	1.7670%	$40,315.24		MERIT	10/15/2021
Unified Road Systems	Operator I.1514.001100.	15442	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1543.001100.C	14178	$38,640.62	$700.00	1.8116%	$39,340.62		MERIT	10/15/2021
Unified Road Systems	Operator I.1882.001100.C	15306	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1557.001100.	15295	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1529.001100.	15072	$38,396.80	$700.00	1.8231%	$39,096.80		MERIT	10/15/2021
Unified Road Systems	Operator I.1521.001100.	15533	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1564.001100.	15035	$38,396.78	$700.00	1.8231%	$39,096.78		MERIT	10/15/2021
Unified Road Systems	Operator I.1519.001100.C	15528	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1669.001100.	15632	$38,375.99	$700.00	1.8241%	$39,075.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1516.001100.	14601	$41,104.76	$700.00	1.7030%	$41,804.76		MERIT	10/15/2021
Unified Road Systems	Operator I.1535.001100.	14324	$39,978.16	$700.00	1.7510%	$40,678.16		MERIT	10/15/2021
Unified Road Systems	Operator I.1602.001100.	13495	$41,104.95	$700.00	1.7030%	$41,804.95		MERIT	10/15/2021
Unified Road Systems	Operator I.1880.001100.C	14938	$38,396.80	$700.00	1.8231%	$39,096.80		MERIT	10/15/2021
Unified Road Systems	Operator I.1675.001100.	15109	$38,396.80	$700.00	1.8231%	$39,096.80		MERIT	10/15/2021

Unified Road Systems	Operator II.1542.001100.	10500	$44,217.79	$800.00	1.8092%	$45,017.79		MERIT	10/15/2021
Unified Road Systems	Operator II.1536.001100.	12809	$46,233.08	$800.00	1.7304%	$47,033.08		MERIT	10/15/2021
Unified Road Systems	Operator II.1544.001100.	12341	$45,497.26	$800.00	1.7583%	$46,297.26		MERIT	10/15/2021
Unified Road Systems	Operator II.1545.001100.	11628	$45,463.69	$800.00	1.7596%	$46,263.69		MERIT	10/15/2021
Unified Road Systems	Operator II.1550.001100.	13017	$43,206.22	$800.00	1.8516%	$44,006.22		MERIT	10/15/2021
Unified Road Systems	Operator I.1548.001100.	13568	$44,772.01	$800.00	1.7868%	$45,572.01		MERIT	10/15/2021
Unified Road Systems	Operator II.1537.001100.	12724	$42,648.91	$800.00	1.8758%	$43,448.91		MERIT	10/15/2021
Unified Road Systems	Operator III.1562.001100.	12529	$45,295.24	$800.00	1.7662%	$46,095.24		MERIT	10/15/2021
Unified Road Systems	Operator I.1572.001100.	11668	$38,375.99	$800.00	2.0846%	$39,175.99		MERIT	10/15/2021
Unified Road Systems	Operator III.1571.001100.	10491	$46,669.57	$800.00	1.7142%	$47,469.57		MERIT	10/15/2021
Unified Road Systems	Operator II.1531.001100.C	14912	$45,030.55	$800.00	1.7766%	$45,830.55		MERIT	10/15/2021
Unified Road Systems	Operator III.1565.001100.	05607	$45,360.20	$800.00	1.7637%	$46,160.20		MERIT	10/15/2021
Unified Road Systems	Operator II.1577.001100.	10998	$46,275.67	$800.00	1.7288%	$47,075.67		MERIT	10/15/2021
Unified Road Systems	Operator II.1578.001100.	03022	$46,275.67	$800.00	1.7288%	$47,075.67		MERIT	10/15/2021
Unified Road Systems	Operator I.1524.001100.	14511	$41,738.79	$800.00	1.9167%	$42,538.79		MERIT	10/15/2021
Unified Road Systems	Operator II.1580.001100.	13911	$42,119.99	$800.00	1.8993%	$42,919.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1554.001100.	11187	$43,450.36	$800.00	1.8412%	$44,250.36		MERIT	10/15/2021
Unified Road Systems	Operator II.1671.001100.C	13802	$46,582.24	$800.00	1.7174%	$47,382.24		MERIT	10/15/2021
Unified Road Systems	Operator II.1523.001100.	13725	$43,987.17	$800.00	1.8187%	$44,787.17		MERIT	10/15/2021
Unified Road Systems	Operator I.1515.001100.	14103	$44,119.18	$800.00	1.8133%	$44,919.18		MERIT	10/15/2021
Unified Road Systems	Operator I.1530.001100.	14649	$42,443.78	$800.00	1.8848%	$43,243.78		MERIT	10/15/2021
Unified Road Systems	Operator III.1556.001100.C	10726	$46,611.64	$800.00	1.7163%	$47,411.64		MERIT	10/15/2021
Unified Road Systems	Operator II.1552.001100.	13329	$43,200.38	$800.00	1.8518%	$44,000.38		MERIT	10/15/2021
Unified Road Systems	Operator II.1568.001100.	01291	$43,264.96	$832.00	1.9230%	$44,096.96		MERIT	10/15/2021
Unified Road Systems	Operator II.1566.001100.	05065	$47,278.54	$900.00	1.9036%	$48,178.54		MERIT	10/15/2021
Unified Road Systems	Operator IV.1583.001100.	13554	$51,379.81	$900.00	1.7517%	$52,279.81		MERIT	10/15/2021
Unified Road Systems	Operator II.1546.001100.	05304	$48,329.98	$900.00	1.8622%	$49,229.98		MERIT	10/15/2021
Unified Road Systems	Operator III.1585.001100.	02112	$50,636.73	$900.00	1.7774%	$51,536.73		MERIT	10/15/2021
Unified Road Systems	Operator III.1569.001100.	11380	$50,815.47	$900.00	1.7711%	$51,715.47		MERIT	10/15/2021
Unified Road Systems	Operator II.1579.001100.	03968	$47,581.25	$900.00	1.8915%	$48,481.25		MERIT	10/15/2021
Unified Road Systems	Operator II.1574.001100.	04472	$47,501.41	$900.00	1.8947%	$48,401.41		MERIT	10/15/2021
Unified Road Systems	Operator II.1553.001100.	11475	$47,398.14	$900.00	1.8988%	$48,298.14		MERIT	10/15/2021
Unified Road Systems	Operator III.1576.001100.	11458	$48,103.10	$900.00	1.8710%	$49,003.10		MERIT	10/15/2021
Unified Road Systems	Operator III.1582.001100.	10651	$48,224.98	$900.00	1.8663%	$49,124.98		MERIT	10/15/2021
Unified Road Systems	PT Technical Trainer.9996.001101.	02758	$37,110.14	$984.00	2.6516%	$38,094.14		MERIT	10/15/2021
Unified Road Systems	Operator IV.1567.001100.	12231	$55,062.91	$1,000.00	1.8161%	$56,062.91		MERIT	10/15/2021

Unified Road Systems	Operator I.1525.001100.	15703	$38,375.99	$1,100.00	2.8664%	$39,475.99		MERIT	10/15/2021
Unified Road Systems	Operator I.1591.001100.	15088	$38,396.80	$1,100.00	2.8648%	$39,496.80		MERIT	10/15/2021
Unified Road Systems	Operator I.1539.001100.C	10123	$38,375.99	$1,100.00	2.8664%	$39,475.99		MERIT	10/15/2021
Unified Road Systems	Inspector II Co Engineer.1622.001100.	15352	$57,678.72	$1,109.00	1.9227%	$58,787.72		MERIT	10/15/2021
Unified Road Systems	Operator II.1533.001100.C	14346	$42,266.14	$1,200.00	2.8392%	$43,466.14		MERIT	10/15/2021
Unified Road Systems	Operator II.1588.001100.C	14426	$41,101.54	$1,200.00	2.9196%	$42,301.54		MERIT	10/15/2021
Unified Road Systems	Operator I.1563.001100.	15483	$38,375.99	$1,200.00	3.1270%	$39,575.99		MERIT	10/15/2021
Unified Road Systems	Operator II.1559.001100.	04399	$44,211.90	$1,200.00	2.7142%	$45,411.90		MERIT	10/15/2021
Unified Road Systems	Operator II.1560.001100.C	11130	$43,370.50	$1,200.00	2.7669%	$44,570.50		MERIT	10/15/2021
Unified Road Systems	Inspector II.1513.001100.	14316	$63,744.57	$1,225.00	1.9217%	$64,969.57		MERIT	10/15/2021
Unified Road Systems	Inspector II.1511.001100.	14172	$65,193.08	$1,253.00	1.9220%	$66,446.08		MERIT	10/15/2021
Unified Road Systems	Planner II.1879.001100.N	15236	$67,028.10	$1,289.00	1.9231%	$68,317.10		MERIT	10/15/2021
Unified Road Systems	Planner III.1944.001100.	14841	$67,544.30	$1,289.00	1.9084%	$68,833.30		MERIT	10/15/2021
Unified Road Systems	Doc Control Spec II.1518.001100.	13133	$67,472.13	$1,297.00	1.9223%	$68,769.13		MERIT	10/15/2021
Unified Road Systems	Operator III.1520.001100.	13410	$47,593.00	$1,300.00	2.7315%	$48,893.00		MERIT	10/15/2021
Unified Road Systems	Operator III.1656.001100.	13337	$44,262.40	$1,300.00	2.9370%	$45,562.40		MERIT	10/15/2021
Unified Road Systems	Operator II.1534.001100.	14418	$44,228.44	$1,300.00	2.9393%	$45,528.44		MERIT	10/15/2021
Unified Road Systems	Admin Tech III.1500.001100.	13496	$45,867.45	$1,325.00	2.8888%	$47,192.45		MERIT	10/15/2021
Unified Road Systems	Planner II.1898.001100.	14376	$70,125.81	$1,348.00	1.9223%	$71,473.81		MERIT	10/15/2021
Unified Road Systems	Inspector III.1605.001100.	13389	$72,242.71	$1,389.00	1.9227%	$73,631.71		MERIT	10/15/2021
Unified Road Systems	Operator II.1528.001100.C	14999	$40,421.86	$1,400.00	3.4635%	$41,821.86		MERIT	10/15/2021
Unified Road Systems	Operator I.1555.001100.	15173	$36,920.00	$1,400.00	3.7920%	$38,320.00		MERIT	10/15/2021
Unified Road Systems	Safety Training Coord.1603.001100.	02877	$75,638.72	$1,454.00	1.9223%	$77,092.72		MERIT	10/15/2021
Unified Road Systems	Operator IV.1584.001100.	04024	$53,836.90	$1,500.00	2.7862%	$55,336.90		MERIT	10/15/2021
Unified Road Systems	Sr Office Admin II.1512.001100.	13247	$61,716.37	$1,500.00	2.4305%	$63,216.37		MERIT	10/15/2021
Unified Road Systems	Operator IV.1587.001100.	03328	$55,122.16	$1,500.00	2.7212%	$56,622.16		MERIT	10/15/2021
Unified Road Systems	Operator III.1589.001100.	03227	$51,694.64	$1,500.00	2.9017%	$53,194.64		MERIT	10/15/2021
Unified Road Systems	Operator IV.1601.001100.	04966	$52,064.31	$1,500.00	2.8811%	$53,564.31		MERIT	10/15/2021
Unified Road Systems	Operator III.1581.001100.	03033	$50,024.90	$1,500.00	2.9985%	$51,524.90		MERIT	10/15/2021
Unified Road Systems	Operator IV.1593.001100.	13461	$50,960.00	$1,500.00	2.9435%	$52,460.00		MERIT	10/15/2021
Unified Road Systems	Operator IV.1595.001100.	11072	$52,296.83	$1,500.00	2.8682%	$53,796.83		MERIT	10/15/2021
Unified Road Systems	Operator I.1538.001100.	12009	$42,263.80	$1,600.00	3.7857%	$43,863.80		MERIT	10/15/2021
Unified Road Systems	Senior Engineer I.1606.001100.	12593	$86,369.88	$1,660.50	1.9225%	$88,030.38		MERIT	10/15/2021
Unified Road Systems	Operator I.1532.001100.C	15206	$36,920.00	$1,700.00	4.6046%	$38,620.00		MERIT	10/15/2021
Unified Road Systems	Operator I.1610.001100.C	15765	$36,920.00	$1,710.00	4.6316%	$38,630.00		MERIT	10/15/2021

Unified Road Systems	Operator I.1517.001100.	15230	$36,920.00	$1,710.00	4.6316%	$38,630.00		MERIT	10/15/2021
Unified Road Systems	Operator I.1570.001100.	15246	$36,920.00	$1,710.00	4.6316%	$38,630.00		MERIT	10/15/2021
Unified Road Systems	Operator IV.1527.001100.	11542	$50,820.58	$1,800.00	3.5419%	$52,620.58		MERIT	10/15/2021
Unified Road Systems	Engineer III.1501.001100.	14914	$100,152.10	$1,926.00	1.9231%	$102,078.10		MERIT	10/15/2021
Unified Road Systems	Senior Engineer I.1609.001100.	14617	$110,195.30	$2,000.00	1.8150%	$112,195.30		MERIT	10/15/2021
Unified Road Systems	Supervising Inspector II.1611.001100.	13399	$104,452.00	$2,008.00	1.9224%	$106,460.00		MERIT	10/15/2021
Unified Road Systems	Senior Engineer I.1658.001100.	13001	$113,040.72	$2,173.00	1.9223%	$115,213.72		MERIT	10/15/2021
Unified Road Systems	Senior Engineer I.1498.001100.	14072	$113,149.69	$2,175.00	1.9222%	$115,324.69		MERIT	10/15/2021
Unified Road Systems	Planner I.1599.001100.	15233	$63,722.46	$2,400.00	3.7663%	$66,122.46		MERIT	10/15/2021
Unified Road Systems	Supervising Engineer.1604.001100.	12382	$129,970.19	$2,499.00	1.9227%	$132,469.19		MERIT	10/15/2021
Unified Road Systems	Engineer III.1502.001100.	15755	$88,399.98	$3,000.00	3.3937%	$91,399.98		MERIT	10/15/2021
Unified Road Systems	Engineer Assistant.1494.001100.	15437	$66,968.62	$3,200.00	4.7784%	$70,168.62		MERIT	10/15/2021
Unified Road Systems	Planner I.1751.001100.	13134	$64,089.13	$3,204.46	5.0000%	$67,293.58		MERIT	10/15/2021
Unified Road Systems	Engineer III.1508.001100.	14130	$106,540.30	$5,000.00	4.6931%	$111,540.30		MERIT	10/15/2021
Veteran Services	Admin Specialist.1614.001100.	13564	$32,148.18	$642.96	2.00%	$32,791.14		MERIT	10/15/2021
Veteran Services	Admin Specialist.1846.001100.N	15018	$39,157.01	$783.14	2.00%	$39,940.15		MERIT	10/15/2021
Veteran Services	Asst Veterans Serv Ofcr.1613.001100.	14710	$41,600.00	$832.00	2.00%	$42,432.00		MERIT	10/15/2021
Veteran Services	Asst Veterans Serv Ofcr I.1612.001100.	14256	$42,596.55	$851.93	2.00%	$43,448.48		MERIT	10/15/2021
Veteran Services	Asst Veterans Serv Ofcr I.1709.1100.	13372	$48,664.37	$973.29	2.00%	$49,637.65		MERIT	10/15/2021
WC Radio Communication System	Office Admin RCS.1638.001100.	05097	$51,471.48	$1,544.14	3.00%	$53,015.63		MERIT	10/15/2021
WC Radio Communication System	Wireless Tech.1946.001100.	15315	$58,240.01	$1,747.20	3.00%	$59,987.21		MERIT	10/15/2021
WC Radio Communication System	Wireless Division Manager.1221.001100.	12071	$78,587.43	$2,357.62	3.00%	$80,945.06		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Officer.0183.001100.	15751	$41,768.25	$417.68	1.00%	$42,185.93		MERIT	10/15/2021
Wilco Pretrial Services	Court Services Specialist.1706.001100.	14606	$36,385.02	$545.78	1.50%	$36,930.80		MERIT	10/15/2021
Wilco Pretrial Services	Court Svc Specialist Lead.1211.001100.	14366	$42,973.09	$644.60	1.50%	$43,617.69		MERIT	10/15/2021
Wilco Pretrial Services	Court Services Specialist.0181.001100.	15115	$38,447.85	$768.96	2.00%	$39,216.81		MERIT	10/15/2021

Wilco Pretrial Services	Pretrial Officer.1960.001100.	15689	$41,704.01	$834.08	2.00%	$42,538.09		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Officer.1959.001100.	15327	$41,768.25	$835.37	2.00%	$42,603.62		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Officer.1954.001100.	14626	$41,768.25	$835.37	2.00%	$42,603.62		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Specialist.0189.001100.	15690	$40,560.00	$1,216.80	3.00%	$41,776.80		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Officer.1953.001100.	14478	$41,768.25	$1,253.05	3.00%	$43,021.30		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Court Svc Director.1942.001100.	15560	$90,999.88	$1,820.00	2.00%	$92,819.87		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Manager.1962.001100.	15688	$65,520.08	$3,276.00	5.00%	$68,796.09		MERIT	10/15/2021
Wilco Pretrial Services	Pretrial Manager.1713.001100.	15242	$65,520.08	$3,276.00	5.00%	$68,796.09		MERIT	10/15/2021
Wireless Communication	Wireless Tech.1877.001100.	15323	$58,214.72	$582.15	1.00%	$58,796.86		MERIT	10/15/2021
Wireless Communication	Wireless Tech.0906.001100.	14946	$63,570.78	$635.71	1.00%	$64,206.49		MERIT	10/15/2021
Wireless Communication	Wireless Tech.1748.001100.	15294	$59,800.00	$1,196.00	2.00%	$60,996.00		MERIT	10/15/2021
Wireless Communication	Wireless Tech.0905.001100.	12337	$71,443.18	$2,143.30	3.00%	$73,586.48		MERIT	10/15/2021
Wmsn Co Conservation Fund	Trail / Preserve Steward.1925.001100.	15119	$17,745.76	$354.92	2.00%	$18,100.68		MERIT	10/15/2021

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0436	001100	2,181.88	
01	0100	0436	001130		2,181.88
01	0100	0437	001100	2,408.56	
01	0100	0437	001130		2,408.56
01	0100	0438	001100	2,872.81	
01	0100	0438	001130		2,872.81
01	0100	0439	001100	1,419.19	
01	0100	0439	001130		1,419.19
01	0100	0441	001100	2,181.88	
01	0100	0441	001130		2,181.88
01	0100	0581	001100	49,572.37	
01	0100	0581	002010	3,792.29	
01	0100	0581	002020	8,020.81	
01	0100	8004	001130		49,572.37
01	0100	8004	002010		3,792.29
01	0100	8004	002020		8,020.81
01	0100	0435	001100	7,816.66	
01	0100	0435	001130		7,816.66
01	0545	0545	001100	23,304.06	
01	0545	0545	001101	1,689.79	
01	0545	0545	001130		24,993.85
01	0886	0886	001100	6,209.22	
01	0886	0886	001130		6,209.22
01	0100	0491	001100	4,698.34	
01	0100	0491	001130		4,698.34
01	0100	0509	001100	37,146.00	
01	0100	0509	001130		37,146.00
01	0100	0401	001100	6,216.22	
01	0100	0401	002010	475.54	
01	0100	0401	002020	1,005.78	
01	0100	8001	001130		6,216.22
01	0100	8001	002010		475.54
01	0100	8001	002020		1,005.78
01	0100	0212	001100	5,534.58	
01	0100	0212	001130		5,534.58
01	0100	0213	001100	3,614.78	
01	0100	0213	001130		3,614.78
01	0508	0508	001100	354.92	
01	0508	0508	001130		354.92
01	0100	0551	001100	3,797.23	
01	0100	0551	001130		3,797.23
01	0100	0552	001100	3,962.96	
01	0100	0552	001130		3,962.96
01	0100	0553	001100	4,054.50	
01	0100	0553	001130		4,054.50

01	0100	0554	001100	4,085.49	
01	0100	0554	001130		4,085.49
01	0100	0570	001100	23,287.60	
01	0100	0570	002010	1,781.50	
01	0100	0570	002020	3,767.93	
01	0100	8003	001130		23,287.60
01	0100	8003	002010		1,781.50
01	0100	8003	002020		3,767.93
01	0100	0475	001100	58,747.07	
01	0100	0475	001130		58,747.07
01	0100	0495	001100	36,347.26	
01	0100	0495	001101	590.77	
01	0100	0495	001130		36,938.03
01	0100	0403	001100	4,918.82	
01	0100	0403	002010	376.29	
01	0100	0403	002020	795.87	
01	0100	8002	001130		4,918.82
01	0100	8002	002010		376.29
01	0100	8002	002020		795.87
01	0384	0384	001100	4,310.98	
01	0384	0384	001130		4,310.98
01	0100	0404	001100	17,382.13	
01	0100	0404	002010	1,329.73	
01	0100	0404	002020	2,812.43	
01	0100	8002	001130		17,382.13
01	0100	8002	002010		1,329.73
01	0100	8002	002020		2,812.43
01	0385	0385	001100	6,519.15	
01	0385	0385	001130		6,519.15
01	0100	0426	001100	6,258.40	
01	0100	0426	001130		6,258.40
01	0100	0427	001100	7,188.84	
01	0100	0427	001130		7,188.84
01	0100	0428	001100	6,162.44	
01	0100	0428	001130		6,162.44
01	0100	0429	001100	10,544.56	
01	0100	0429	001130		10,544.56
01	0100	0400	001100	3,518.19	
01	0100	0400	002010	269.14	
01	0100	0400	002020	569.24	
01	0100	8001	001130		3,518.19
01	0100	8001	002010		269.14
01	0100	8001	002020		569.24
01	0100	0497	001100	5,699.96	
01	0100	0497	001130		5,699.96
01	0100	0440	001100	55,687.14	
01	0100	0440	001130		55,687.14

01	0100	0450	001100	23,529.47	
01	0100	0450	001130		23,529.47
01	0100	0492	001100	9,290.93	
01	0100	0492	001101	1,214.25	
01	0100	0492	001130		10,505.18
01	0100	0541	001100	16,910.73	
01	0100	0541	002010	1,293.67	
01	0100	0541	002020	2,736.16	
01	0100	8004	001130		16,910.73
01	0100	8004	002010		1,293.67
01	0100	8004	002020		2,736.16
01	0340	0540	001100	6,999.14	
01	0340	0540	001130		6,999.14
01	0100	0540	001100	139,511.29	
01	0100	0540	001101	489.70	
01	0100	0540	002010	10,710.08	
01	0100	0540	002020	22,652.16	
01	0100	8004	001130		140,000.99
01	0100	8004	002010		10,710.08
01	0100	8004	002020		22,652.16
01	0100	0583	001100	4,793.43	
01	0100	0583	002010	366.70	
01	0100	0583	002020	775.58	
01	0100	8004	001130		4,793.43
01	0100	8004	002010		366.70
01	0100	8004	002020		775.58
01	0100	0665	001100	1,974.36	
01	0100	0665	002010	151.04	
01	0100	0665	002020	319.45	
01	0100	8001	001130		1,974.36
01	0100	8001	002010		151.04
01	0100	8001	002020		319.45
01	0882	0882	001100	22,478.81	
01	0882	0882	001130		22,478.81
01	0100	0542	001100	9,046.85	
01	0100	0542	002010	692.08	
01	0100	0542	002020	1,463.78	
01	0100	8004	001130		9,046.85
01	0100	8004	002010		692.08
01	0100	8004	002020		1,463.78
01	0100	0402	001100	16,443.70	
01	0100	0402	001101	584.10	
01	0100	0402	001130		17,027.80
01	0100	0503	001100	68,228.41	
01	0100	0503	001130		68,228.41
01	0100	0215	001100	553.50	
01	0100	0215	002010	42.34	

01	0100	0215	002020	89.56	
01	0100	8006	001130		553.50
01	0100	8006	002010		42.34
01	0100	8006	002020		89.56
01	0571	0571	001101	415.16	
01	0571	0571	001130		415.16
01	0100	0451	001100	4,718.37	
01	0100	0451	001101	279.22	
01	0100	0451	001130		4,997.59
01	0100	0452	001100	10,847.45	
01	0100	0452	001130		10,847.45
01	0100	0453	001100	13,520.28	
01	0100	0453	001130		13,520.28
01	0367	0367	001100	1,211.48	
01	0367	0367	001130		1,211.48
01	0100	0454	001100	11,007.72	
01	0100	0454	001130		11,007.72
01	0100	0576	001100	144,725.47	
01	0100	0576	001101	511.95	
01	0100	0576	001130		145,237.42
01	0100	0477	001100	14,216.92	
01	0100	0477	001130		14,216.92
01	0100	0341	001100	15,339.85	
01	0100	0341	002010	1,173.50	
01	0100	0341	002020	2,481.99	
01	0100	8004	001130		15,339.85
01	0100	8004	002010		1,173.50
01	0100	8004	002020		2,481.99
01	0100	0661	001100	10,889.68	
01	0100	0661	002010	833.06	
01	0100	0661	002020	1,761.95	
01	0100	8006	001130		10,889.68
01	0100	8006	002010		833.06
01	0100	8006	002020		1,761.95
01	0100	0510	001100	17,484.70	
01	0100	0510	001101	1,455.34	
01	0100	0510	001130		18,940.04
01	0100	0494	001100	9,853.65	
01	0100	0494	001130		9,853.65
01	0100	0560	001100	60,568.53	
01	0100	0560	002010	4,633.49	
01	0100	0560	002020	9,799.99	
01	0100	8003	001130		60,568.53
01	0100	8003	002010		4,633.49
01	0100	8003	002020		9,799.99
01	0100	0499	001100	52,975.68	
01	0100	0499	001130		52,975.68

01	0200	0210	001100	126,385.96	
01	0200	0210	001101	984.00	
01	0200	0210	001130		127,369.96
01	0100	0405	001100	4,083.32	
01	0100	0405	002010	312.37	
01	0100	0405	002020	660.68	
01	0100	8001	001130		4,083.32
01	0100	8001	002010		312.37
01	0100	8001	002020		660.68
01	0507	0507	001100	5,648.96	
01	0507	0507	001130		5,648.96
01	0100	0591	001100	15,723.69	
01	0100	0591	001130		15,723.69
01	0100	0587	001100	4,557.16	
01	0100	0587	002010	348.62	
01	0100	0587	002020	737.35	
01	0100	8004	001130		4,557.16
01	0100	8004	002010		348.62
01	0100	8004	002020		737.35

Commissioners Court - Regular Session **8.**

Meeting Date: 10/19/2021

Waive penalty and interest to customers as requested by the Tax Assessor Collector

Submitted For: Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

In accordance with Section 33.011 of the Texas Property Tax Code, The Governing Body of the taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax if an act or omission of any officer, employee or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of delinquency.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Waiver 2020

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/06/2021 09:53 AM
Form Started By: Judy Kocian		Started On: 10/05/2021 04:24 PM
Final Approval Date: 10/06/2021		

Williamson County Tax Office
Tax Assessor/Collector
Larry Gaddes PCAC, CTA

WILLIAMSON COUNTY
1848

Waiver Requests for 2020 Penalty & Interest

September 21, 2021

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Name	P&I Amount	Relevant Code	Reason
R364119	Brian Barenblat	$1,171.42	33.011 (a)(1)	WCAD Clerical Error
P477698	Crescent House/Stacy Grant	$9,400.74 (P&I) +$4,689.43 (Atty Fees) for tax year 2018	33.011 (a)(1)	WCAD Clerical Error
R551539	Victor Schwartz	$948.38 (P&I) + $890.99 (Atty Fees)	33.011 (a)(1)	WCAD Clerical Error

10/4/21

Approved by/Date

Approved by/Date

Commissioners Court - Regular Session **9.**

Meeting Date: 10/19/2021

Property Tax Collections – September 2021

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of September 2021 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

090121-093021 GWI-RFM

090121-093021 GWI-RFM Graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:00 AM
Form Started By: Renee Clark		Started On: 10/14/2021 09:47 AM
Final Approval Date: 10/14/2021		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
September 30, 2021

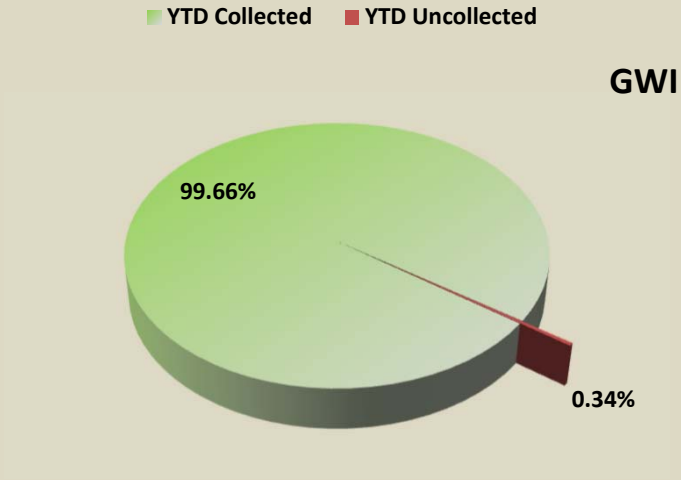
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$308,158,968.52	($407,447.33)	$307,751,521.19	$103,264.66	$23,390.91	$3,306.61	$1,049,080.12	$306,702,441.07	99.66%	99.86%	100.33%
2019 & Prior	$2,639,554.36	($181,404.91)	$2,458,149.45	$37,561.42	$16,167.81	$2,715.95	$1,862,300.41	$595,849.04	24.24%	31.86%	
Rollbacks	$205,016.50	$757,727.53	$962,744.03	$106,592.57	$67.35	$0.00	$303,027.71	$659,716.32	68.52%	68.92%	
Total All	$311,003,539.38	$168,875.29	$311,172,414.67	$247,418.65	$39,626.07	$6,022.56	$3,214,408.24	$307,958,006.43	98.97%	99.22%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2020	$29,324,429.26	($29,965.25)	$29,294,464.01	$10,061.74	$2,223.99	$315.88	$100,106.99	$29,194,357.02	99.66%	99.85%	100.32%
2019 & Prior	$236,694.34	($15,347.60)	$221,346.74	$3,380.34	$1,438.25	$259.11	$164,398.30	$56,948.44	25.73%	33.53%	
Rollbacks	$19,357.23	$71,921.94	$91,279.17	$10,177.93	$6.40	$0.00	$28,849.49	$62,429.68	68.39%	68.79%	
Total All	$29,580,480.83	$26,609.09	$29,607,089.92	$23,620.01	$3,668.64	$574.99	$293,354.78	$29,313,735.14	99.01%	99.26%	

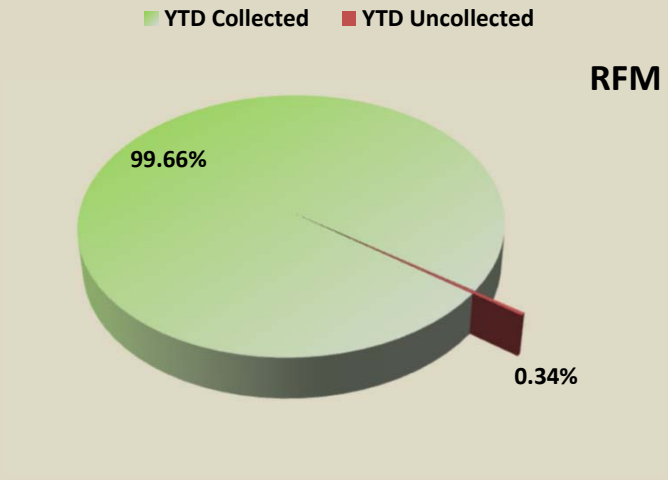
2020 COMBINED MONTHLY BREAKDOWN

Oct-20	$340,584,020.21	$48,576.33	$340,632,596.54	$13,001,526.10	$34,211.86	$4,307.92	$327,626,762.52	$13,005,834.02
Nov-20	$340,632,596.54	($59,194.11)	$340,573,402.43	$20,672,503.84	$23,708.08	$4,391.67	$306,890,672.90	$33,682,729.53
Dec-20	$340,573,402.43	($2,584.05)	$340,570,818.38	$178,144,338.83	$26,270.02	($0.05)	$128,743,750.07	$211,827,068.31
Jan-21	$340,570,818.38	($72,663.42)	$340,498,154.96	$113,388,008.11	$20,791.57	$2,172.71	$15,280,905.83	$325,217,249.13
Feb-21	$340,498,154.96	$29,724.36	$340,527,879.32	$3,788,835.33	$196,844.15	($69,903.81)	$11,591,698.67	$328,936,180.65
Mar-21	$340,527,879.32	($84,988.54)	$340,442,890.78	$3,281,890.14	$169,896.19	$1,112.40	$8,223,707.59	$332,219,183.19
Apr-21	$340,442,890.78	$226,997.66	$340,669,888.44	$932,884.18	$86,935.69	$776.44	$7,517,044.63	$333,152,843.81
May-21	$340,669,888.44	$44,735.38	$340,714,623.82	$1,588,854.72	$71,081.61	$1,057.80	$5,971,867.49	$334,742,756.33
Jun-21	$340,714,623.82	$22,011.90	$340,736,635.72	$572,240.04	$71,726.74	$494.62	$5,421,144.73	$335,315,490.99
Jul-21	$340,736,635.72	$17,761.68	$340,754,397.40	$1,391,594.55	$73,006.56	$2,126.84	$4,045,185.02	$336,709,212.38
Aug-21	$340,754,397.40	($31,572.45)	$340,722,824.95	$278,568.60	$51,468.63	$6,324.38	$3,728,719.59	$336,994,105.36
Sep-21	$340,722,824.95	$56,679.64	$340,779,504.59	$271,038.66	$43,294.71	$6,597.55	$3,507,763.02	$337,271,741.57

Year to Date Collection Report
Thru September, 2021



Year to Date Collection Report
Thru September, 2021



Percent of Roll Collected Comparison
2016-2020

Percent of Roll Collected Comparison
2016-2020

Commissioners Court - Regular Session **10.**

Meeting Date: 10/19/2021

Auto Liab Settlment

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to adopt a Williamson County Auto Liability Settlement Authority Policy.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Auto Liability Settlement Policy

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:25 AM
Form Started By: Hal Hawes		Started On: 10/11/2021 11:11 AM
Final Approval Date: 10/14/2021		

Williamson County Auto Liability Settlement Authority Policy

I. Purpose

The purpose of this policy is to authorize assigned County personnel to approve settlement amounts in certain vehicle incident claims that fall within the County's retention limits to expedite the resolution of those claims involving actual or potential County liability.

II. Policy

The Williamson County Commissioners Court authorizes the County's Risk and Safety Coordinator, with approval by the Commissioners Court General Counsel, to approve the payment of those vehicle liability claims amounting to $7,500 or less. The Risk and Safety Coordinator is further authorized to sign any documentation required to settle and resolve these claims.

Any vehicle liability claims that are resolved pursuant to this policy must involve actual liability on the part of Williamson County or the potential for liability.

Prior to final settlement of a claim under this policy, the claim and settlement offer will be reviewed and approved by the Commissioners Court General Counsel. The payment will be processed through the County Auditor's Office per standard procedures.

The Risk and Safety Coordinator will prepare a quarterly report of claims resolved pursuant to this policy for the Commissioners Court review.

PASSED AND APPROVED by the Williamson County Commissioners Court to be effective as of this 19th day of October, 2021 (Effective Date) for claims incurred from October 1, 2021.

Williamson County, Texas

By: _____

Bill Gravell, Jr.
Williamson County Judge

Policy Approved and Adopted by
Williamson County Commissioners Court
October 19, 2021

Commissioners Court - Regular Session **11.**

Meeting Date: 10/19/2021

veterans policy

Submitted For: Rebecca Clemons **Submitted By:** Rebecca Clemons, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Approve and note in the official minutes the adoption of a Veteran's Service Appointment Policy.

Background

This is in accordance with Government Code Title 4 Executive Branch, Subtitle C State Military Forces and Veterans, Chapter 434, Subchapter B. Veterans County Service Offices, Section 434.033(b-1).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

VSAP.draft

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/06/2021 09:53 AM
Form Started By: Rebecca Clemons		Started On: 10/06/2021 09:21 AM
Final Approval Date: 10/06/2021		

Veterans Service Officer Appointment Policy

In accordance with Government Code Title 4 Executive Branch, Subtitle C State Military Forces and Veterans, Chapter 434, Subchapter B. Veterans County Service Offices, Section 434.033(b-1):

A Commissioners Court that maintains and operates an office shall appoint a veterans county service officer and the number of assistant veterans county service officers that it considers necessary.

To be appointed as an officer a person must:

(1) be qualified by education and training for the duties of the office; and

(2) be experienced in the law, regulations, and rulings of the United States Department of Veterans Affairs controlling cases that come before the commission.

In appointing an officer, the Commissioners Court **shall** give preference to a veteran who qualifies for a veteran's employment preference under Chapter 657. Chapter 657 details the following individuals qualify for a veteran's employment preference in the following order of priority:

(1) a veteran with a disability;

(2) a veteran;

(3) a veteran's surviving spouse who has not remarried; and

(4) an orphan of a veteran if the veteran was killed while on active duty.

An individual who qualifies for a veteran's employment preference is entitled to a preference in employment with or appointment over other applicants for the same position who do not have a greater qualification. An individual entitled to a veteran's employment preference is not disqualified from holding a position with the county because of age or an established service-connected disability if the age or disability does not make the individual incompetent to perform the duties of the position.

This policy is adopted on October 19, 2021.

Commissioners Court - Regular Session **12.**

Meeting Date: 10/19/2021

Local Rabies Control Authority (LRCA) appointment for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, Deputy Blake Hartt, to be designated as the Local Rabies Control Authority (LRCA) effective October 19, 2021 for the purposes of the Rabies Control Act of 1981.

Background

Morgan Spencer was our LRCA but she transferred to another position in the Sheriff's Office effective October 15th. We are recommending the appointment of Deputy Blake Hartt as the temporary Local Rabies Control Authority until the new ACO Supervisor has been hired and received the LRCA certification to be eligible for the designation. Deputy Hartt serves as a Livestock Deputy and has taken the proper coursework on February 17, 2021 to be eligible for the LRCA appointment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRCA Appointment-Hartt

Hartt certification

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/07/2021 01:46 PM
Form Started By: Starla Hall		Started On: 10/06/2021 09:45 PM
Final Approval Date: 10/07/2021		

TEXAS Health and Human Services | Texas Department of State Health Services

LOCAL RABIES CONTROL AUTHORITY

The Commissioners Court (governing body) of Williamson County (city or county)

designates Blake Hartt (job title or name) as the Local Rabies Control Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective October 19, 2021 (date).

AUTHORIZING PERSON'S NAME (print): Bill Gravell

AUTHORIZING PERSON'S TITLE: County Judge

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: Blake Hartt

AGENCY: Williamson County Sheriff's Office

STREET ADDRESS: 508 S. Rock Street

MAILING ADDRESS: 508 S. Rock Street

CITY/STATE/ZIP: Georgetown, TX 78626

JOB TITLE: Livestock Deputy

TELEPHONE: 737-240-9339

FAX: 512-943-1393

E-MAIL ADDRESS: bhartt@wilco.org

RETURN THIS FORM TO: Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504

Humane Educators of Texas, LLC

Blake Hartt

Is awarded this certificate upon successful completion of an 8-hour course of study in

Local Rabies Control Authority Training

As conducted by Humane Educators of Texas, LLC in Hutto, TX and approved by the Texas Department of State Health Services for up to 8 hours of Animal Control Officer CE.

Awarded this 17th day of February 2021

J. Blewett

Tabitha Blewett, Instructor

105 Tradesmen Dr, Suite A, Hutto, TX 78634 • www.humaneeducatorsoftexas.com • 512-221-5464

Commissioners Court - Regular Session **13.**

Meeting Date: 10/19/2021

Justice of The Peace 1 September 2021 Monthly Report

Submitted For: KT Musselman **Submitted By:** Geneva Salazar, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of The Peace, Pct.1, September 2021 Monthly Report, in compliance with Code of Crim. Proc. 103.005

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SEPTEMBER_2021_EOM_REPORT_JP1

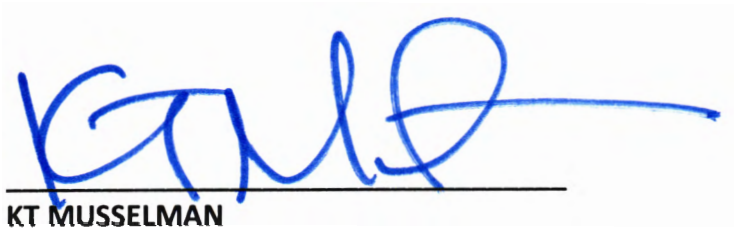
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:30 AM
Form Started By: Geneva Salazar		Started On: 10/11/2021 02:38 PM
Final Approval Date: 10/14/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

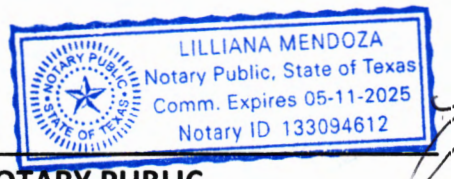
THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of The Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of September, 2021.



KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 11 day of October 2021 to certify which witness my hand and seal of office.



10/11/2021

NOTARY PUBLIC
in and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-1-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	47.27
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-1-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	46.64
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	7,492.86
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	6,090.00
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-1-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	300.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	268.71
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	64.63
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	14,355.00
01-0100-0000-362021 - COURT TRANSACTION FEES	L-004-1-01-0100-0000-362021: 01-0100-0000-362021 - COURT TRANSACTION FEES	0.73
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-001-9999999999999: Liability Place Holder	1,875.16
	0100 - General Fund Total:	**30,541.00**
0360 - Courthouse Security Fund		
01-0360-0000-341150 - COURTHOUSE SECURITY FEES	L-004-1-01-0360-0000-341150: 01-0360-0000-341150 - Courthouse Security Fees	7.10
	0360 - Courthouse Security Fund Total:	**7.10**
0361 - JP Security Fund		
01-0361-0000-341151 - JP 1 SECURITY FEES	L-004-1-01-0361-0000-341151: 01-0361-0000-341151 - JP 1 SECURITY FEES	2.36
	0361 - JP Security Fund Total:	**2.36**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	818.55
	0365 - Child Safety Fund Total:	**818.55**
0372 - Justice Court Technology Fund		
01-0372-0000-341141 - JP 1 TECHNOLOGY FEES	L-004-1-01-0372-0000-341141: 01-0372-0000-341141 - JP #1 TECHNOLOGY FEES	9.47
	0372 - Justice Court Technology Fund Total:	**9.47**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-370000 - JP-1 Truancy Program Fees	L-004-1-01-0373-0000-370000: 01-0373-0000-370000 - JP-1 Truancy Program	11.83
	0373 - JP-1 Truancy Program Fund Total:	**11.83**

Payment Report - G/L and Fund Summary

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-1-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,280.00
01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	L-004-1-01-0399-0000-208031: 01-0399-0000-208031 - JP 1 Truancy Prev/Diversion - State	4.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-1-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	94.65
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	8,304.27
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-1-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	9.47
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-1-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	14.20
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-1-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	640.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	51.83
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-1-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.13
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-1-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	10.99
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	4,738.02
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-1-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	4.73
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-1-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	768.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-1-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	9.16
	0399 - State Agency Fund Total:	**15,929.45**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	350.00
	JP BOND Total:	**350.00**
	Fee Totals for All Funds:	**47,669.76**

Payment Report - Fee Code Summary

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	263.71	56	0.00	0	0.00	0	263.71	56
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	50.00	10	0.00	0	0.00	0	50.00	10
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	355.98	75	5.00	1	(15.00)	3	345.98	79
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	8,428.27	143	62.00	1	(186.00)	3	8,304.27	147
2020CDF	Compliance Dismissal Fine	90.00	9	0.00	0	0.00	0	90.00	9
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	357.99	38	0.00	0	0.00	0	357.99	38
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,903.16	143	14.00	1	(42.00)	3	1,875.16	147
2020LTF	Local Traffic Fine (TC 542.403)	287.29	101	3.00	1	(9.00)	3	281.29	105
2020STF	State Traffic Fine (TC 542.4031)	4,788.02	101	50.00	1	(150.00)	3	4,688.02	105
2020TPF	Time Payment Fee CCP 102.030	64.63	6	0.00	0	0.00	0	64.63	6
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
ADMIN	Administration Fee [CCP 102.072]	0.73	1	0.00	0	0.00	0	0.73	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	1.83	1	0.00	0	0.00	0	1.83	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	10.00	2	0.00	0	0.00	0	10.00	2
CB	Cash Bond	350.00	3	0.00	0	0.00	0	350.00	3
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	94.65	3	0.00	0	0.00	0	94.65	3
CCOP	Civil Copies	5.00	5	0.00	0	0.00	0	5.00	5
CERT	Certified Copy	6.00	3	0.00	0	0.00	0	6.00	3
CFINE	County Fine	14,631.00	90	199.00	1	(475.00)	3	14,355.00	94
CHS	Courthouse Security Fee (CCP 102.017)	7.10	3	0.00	0	0.00	0	7.10	3
CHSJC	JP Security Fee (CCP 102.017)	2.36	3	0.00	0	0.00	0	2.36	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	2.20	1	0.00	0	0.00	0	2.20	1
COLLFEE	Collection Agency Fee	47.27	1	0.00	0	0.00	0	47.27	1
CONT1	Constable Service Fee Pct #1	5,040.00	61	0.00	0	0.00	0	5,040.00	61
CSSF	Child Safety School Fee (CCP 102.014(c))	818.55	35	0.00	0	0.00	0	818.55	35
DDF	Deferred Disposition Fee	3,120.00	24	0.00	0	0.00	0	3,120.00	24
EFF	Electronic Filing Fee	1,280.00	128	0.00	0	0.00	0	1,280.00	128
IDF	Indigent Defense Fee (LGC 133.107)	4.73	3	0.00	0	0.00	0	4.73	3
ISF	Indigent Legal Services Fee	768.00	128	0.00	0	0.00	0	768.00	128

Payment Report - Fee Code Summary

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCF	Civil Filing Fee	3,150.00	126	0.00	0	0.00	0	3,150.00	126
JCTF	Judicial/Court Training Fee Due to State	640.00	128	0.00	0	0.00	0	640.00	128
JCTF	Justice Court Technology Fee (CCP 102.0173)	9.47	3	0.00	0	0.00	0	9.47	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	9.47	3	0.00	0	0.00	0	9.47	3
JTP	Juvenile Truancy Program (CCP 102.0174)	11.83	3	0.00	0	0.00	0	11.83	3
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	2.00	2	0.00	0	0.00	0	2.00	2
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
JUSFC	Judicial Support Fund - County (LGC 133.105)	1.20	2	0.00	0	0.00	0	1.20	2
JUSFS	Judicial Support Fund - State (LGC 133.105)	10.80	2	0.00	0	0.00	0	10.80	2
MISCOP	Miscellaneous Copy Fees	0.50	2	0.00	0	0.00	0	0.50	2
MVF	Moving Violation Fee (CCP 102.022)	0.13	2	0.00	0	0.00	0	0.13	2
SCFF	Small Claims Filing Fee	50.00	2	0.00	0	0.00	0	50.00	2
SFC1	Service/Arrest Fee - Const. 1	5.00	1	0.00	0	0.00	0	5.00	1
STF	State Traffic Fee (TC 542.4031)	10.99	1	0.00	0	0.00	0	10.99	1
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	0.00	0	50.00	1
TPC	Time Payment Fee - County	4.58	1	0.00	0	0.00	0	4.58	1
TPS	Time Payment Fee - State	4.58	1	0.00	0	0.00	0	4.58	1
UFA	Uniform Traffic Act (TC 542.403)	4.10	2	0.00	0	0.00	0	4.10	2
WCSO	Williamson County Sheriff	36.64	1	0.00	0	0.00	0	36.64	1
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WGAR	Writ of Garnishment	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	35.00	7	0.00	0	0.00	0	35.00	7
WSF1	JP1 - Writ Service Fee	1,050.00	7	0.00	0	0.00	0	1,050.00	7
WSF2	JP2 - Writ Service Fee	300.00	2	0.00	0	0.00	0	300.00	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		48,213.76	1,483	333.00	6	(877.00)	18	47,669.76	1,507

Payment Report - Transaction/Adjustment Detail

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **Civil; Criminal; Family; Probate or Mental Health**
Locations: **JP1**

Final Totals		**Fee Totals**	**Transaction Totals**
Total Payments		**48,213.76**	**48,213.76**
Total Adjustments Impacting Payments		**(544.00)**	**(544.00)**
Final Fee Code Totals		**47,669.76**	**47,669.76**
Tender Method Summary			
Tender Types	Cash	582.50	582.50
	Cashier's Check	2,025.10	2,025.10
	Check	5,264.56	5,264.56
	Credit Card	18,754.00	18,754.00
	E-File Credit Card	10,767.50	10,767.50
	Money Order	7,442.10	7,442.10
	Over-the-counter Credit Card	3,378.00	3,378.00

Commissioners Court - Regular Session **14.**

Meeting Date: 10/19/2021

Justice of the Peace 4 September 2021 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4

Department: J.P. Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, September 2021 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP4 EOM SEPT 2021

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:03 AM
Form Started By: Veronica Bolander		Started On: 10/14/2021 09:58 AM
Final Approval Date: 10/14/2021		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

I, Stacy Hackenberg, Justice of the Peace, Precinct 4, Williamson County, on my oath, state that the attached report of money collected is a true and correct report for the month of September 2021.

Signed on this the 13th day of October, 2021.

S Hackenberg

STACY HACKENBERG
JUSTICE OF THE PEACE
PRECINCT FOUR

Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **All**
Locations: **JP4**

Final Totals		Fee Totals	Transaction Totals
Total Payments		**22,642.40**	**22,642.40**
Total Adjustments Impacting Payments		**(7.25)**	**(7.25)**
Final Fee Code Totals		**22,635.15**	**22,635.15**
Tender Method Summary			
Tender Types	Cashier's Check	376.00	376.00
	Certified Payments Credit Card	8,011.40	8,011.40
	Check	2,893.25	2,893.25
	E-File Credit Card	10,986.75	10,986.75
	Money Order	375.00	375.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **All**
Locations: **JP4**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	0.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	4,332.89
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-4-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	150.00
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	7,090.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const PCT #4	50.00
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	9.46
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	3,744.65
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	2.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-4-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State	790.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	496.48
	0100 - General Fund Total:	**16,665.48**
0399 - State Agency Fund		
01-0399-0000-208022 - Justice Courts Civil Electronic Filing	L-004-4-01-0399-0000-208022: 01-0399-0000-208022 - JP Ct. Civil Electronic Filing Fee	1,580.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	2,198.70
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	82.31
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,023.16
01-0399-0000-208720 - SEATBELT FINES	L-004-4-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	125.00
01-0399-0000-208822 - JP CIVIL LEGAL FEE FOR INDIGEN	L-004-4-01-0399-0000-208822: 01-0399-0000-208822 - JP Civil Legal Fee for Indigent	948.00
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	12.50
	0399 - State Agency Fund Total:	**5,969.67**
	Fee Totals for All Funds:	**22,635.15**

Payment Report - Fee Code Summary

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **All**
Locations: **JP4**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	82.31	17	0.00	0	0.00	0	82.31	17
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	85.00	17	0.00	0	0.00	0	85.00	17
2020AFTPD	Arrest Fee - Thrall PD 102.011(a)(1), 102.011(e)	10.00	2	0.00	0	0.00	0	10.00	2
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	2,198.70	36	0.00	0	0.00	0	2,198.70	36
2020CDF	Compliance Dismissal Fine	40.00	4	0.00	0	0.00	0	40.00	4
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	50.00	5	0.00	0	0.00	0	50.00	5
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	496.48	36	0.00	0	0.00	0	496.48	36
2020LTF	Local Traffic Fine (TC 542.403)	61.39	21	0.00	0	0.00	0	61.39	21
2020STF	State Traffic Fine (TC 542.4031)	1,023.16	21	0.00	0	0.00	0	1,023.16	21
2020TPF	Time Payment Fee CCP 102.030	6.96	1	0.00	0	0.00	0	6.96	1
AFTPD	Arrest Fee - Thrall Police Department	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	50.00	13	0.00	0	(0.25)	1	49.75	14
CERT	Certified Copy	11.75	2	0.00	0	(2.00)	1	9.75	3
CFINE	County Fine	3,744.65	32	0.00	0	0.00	0	3,744.65	32
CONT4	Constable Service Fee Pct #4	5,740.00	62	0.00	0	0.00	0	5,740.00	62
CVFEEOVER	Civil Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
EFF	Electronic Filing Fee	1,580.00	159	0.00	0	0.00	0	1,580.00	159
FNTC1	Child Safety Seat Fine Trauma Center	125.00	1	0.00	0	0.00	0	125.00	1
ISF	Indigent Legal Services Fee	948.00	159	0.00	0	0.00	0	948.00	159
JCF	Civil Filing Fee	3,925.00	158	0.00	0	0.00	0	3,925.00	158
JCTF	Judicial/Court Training Fee Due to State	790.00	159	0.00	0	0.00	0	790.00	159
JURY	Jury Fee	22.00	2	0.00	0	0.00	0	22.00	2
LT10	Overpayments < $10	2.00	1	0.00	0	0.00	0	2.00	1
SCFF	Small Claims Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
TPC	Time Payment Fee - County	2.50	1	0.00	0	0.00	0	2.50	1
TPS	Time Payment Fee - State	12.50	1	0.00	0	0.00	0	12.50	1
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	10.00	2	0.00	0	(5.00)	1	5.00	3
WPOSS	Writ of Possession	45.00	9	0.00	0	0.00	0	45.00	9
WSF1	JP1 - Writ Service Fee	150.00	1	0.00	0	0.00	0	150.00	1
WSF4	JP4 - Writ Service Fee	1,350.00	9	0.00	0	0.00	0	1,350.00	9

Payment Report - Fee Code Summary

Transaction Date: **09/01/2021 - 09/30/2021** Case Categories: **All**
Locations: **JP4**

Fee Code Summary Totals	Gross		Positive Adjustments		Negative Adjustments		Net	
	Amount	Number	Amount	Number	Amount	Number	Amount	Number
	22,642.40	935	0.00	0	(7.25)	3	22,635.15	938

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 09/01/2021-09/30/2021

	DR	CR	GL Code	GL Description	ALLOCATION %
Local CCC-Class C		$496.48	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	$173.77		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	$177.31		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	$141.85		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	$3.55		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	$496.48	$496.48			100.000000%
Collected	$496.48				

Commissioners Court - Regular Session **15.**

Meeting Date: 10/19/2021

FY 2022 Indigent Defense Formula Grant Resolution

Submitted By: Ronald Morgan, All District Courts

Department: All District Courts

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the FY2022 Indigent Defense Formula Grant Application Resolution.

Background

Each year, Williamson County applies for grant funding from the Texas Indigent Defense Commission (TIDC) to defray the cost of providing indigent defense in criminal and juvenile cases, which funding is allocated based on a formula devised by TIDC. The resolution before the Court today must be approved for our application to be considered by TIDC.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FY22 Grant Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:41 AM
Form Started By: Ronald Morgan		Started On: 10/12/2021 08:20 AM
Final Approval Date: 10/14/2021		

2022 Williamson County Resolution

Indigent Defense Grant Program

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Williamson County Commissioners Court has agreed that in the event of loss or misuse of the funds, Williamson County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____day of _____, 2021.

_____

Bill Gravell
County Judge

Attest: _____
County Clerk

Commissioners Court - Regular Session **16.**

Meeting Date: 10/19/2021

Affidavit of County Grant

Submitted For: Ashlie Holladay **Submitted By:** Saira Hernandez, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution certifying that Williamson County made a grant to Opportunities for Williamson and Burnet Counties, an organization that provides home-delivered meals to homebound persons in the county who are elderly and/ or have a disability, in the amount of $45,000 to be used between the period of October 1, 2020 to September 30, 2021 and that Opportunities for Williamson and Burnet Counties used said amount for such purposes during the said time period.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Affidavit of County Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:44 AM
Form Started By: Saira Hernandez		Started On: 10/12/2021 11:25 AM
Final Approval Date: 10/14/2021		

TEXAS DEPARTMENT OF AGRICULTURE
TEXAS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

AFFIDAVIT HDM COUNTY GRANT
PROGRAM YEAR 2021

A resolution of the County of Williamson, Texas certified that the county made a grant to Williamson Burnet County Opportunities, dba Opportunities for Williamson & Burnet Counties, an organization that provides home-delivered meals to homebound persons in the county who are elderly and/or have a disability.

The county certified that it has made a grant to the Organization in the amount of $45,000 to be used between

1st day of October 2020 and the 30th day of September 2021

This affidavit is made that in order to fully close the 2021 HDM Grant, and that both the Organization and county agree the above County grant has been received and used within the term above

COUNTY

Signature of Authorized Official of the County _____ Date _____

Bill Gravell Jr.
Williamson County Judge

ORGANIZATION

Marco Cruz _____ 9-30-21

Signature of Authorized Official of the Organization Date

Marco Cruz
Executive Director
Williamson Burnet Counties Opportunities

Commissioners Court - Regular Session **17.**

Meeting Date: 10/19/2021

County Judge Signature Authorization

Submitted By: Michael Shoe, Emergency Management

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to authorize the County Judge to sign standard forms, agreements and all related documents pertaining to application of the Hazard Mitigation Grant Program.

Background

Approval would authorize the County Judge to sign standard forms, agreements and all related documents pertaining to the application of the Hazard Mitigation Grant Program. The County is applying for grant funding to allow a selected contractor to re-write the County's Hazard Mitigation Plan which is required by Section 322 of the Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5165) that requires local governments to develop a hazardous mitigation plan as a condition for receiving certain types of non-emergency disaster assistance, including funding for mitigation projects; and the Code of Federal Regulations (CFR) at Title 44, Chapter 1, part 201, that requires the County to prepare and adopt a local mitigation plan every five years.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Application Certification

Grants Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/13/2021 11:17 AM
Emergency Management (Originator)	Michael Shoe	10/13/2021 11:19 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:49 AM
Form Started By: Michael Shoe		Started On: 10/13/2021 10:59 AM
Final Approval Date: 10/14/2021		

TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

Hazard Mitigation Grant Program

Application Certification

Grant Program: HMGP CFDA #: 97.039 Grant #: 4586

Applicant: Williamson County

Project Type: Planning - Mitigation Action Plan Update

Project Title: Williamson County Hazard Mitigation Plan Update

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge.

The governing body of the applicant has duly authorized the document, and hereby applies for the assistance documented in this application.

The applicant understands that the project may proceed ONLY AFTER FEMA APPROVAL is gained.

Bill Gravell	County Judge	512-943-1550
Typed Name of Certifying Official	*Title*	*Telephone Number*

Signature of Certifying Official	*Date Signed*

GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as " TDEM," and the award recipient, Williamson County, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made underthis agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for administration purposes.

e. The "Grant" referred to in this agreement is an award to the Subrecipient passed through fromTDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

C. **Funding Obligations**. TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
   2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

D. **Performance Period**. The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
   - Public Law 93-288, as amended (Stafford Act)
   - 44 CFR, Emergency Management and Assistance
   - Disaster Mitigation Act of 2000
   - OMB Regulations 2 CFR, Grant and Agreements
   - Executive Order 11988, Floodplain Management
   - Executive Order 11990, Protection of Wetlands
   - Executive Order 12372, Intergovernmental Review of Programs and Activities
   - Executive Order 12549, Debarment and Suspension
   - Executive Order 12612, Federalism

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 201816 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
https://grants.tdem.texas.gov
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this

Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other governmententity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.
1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
   a. The reason(s) for such termination;
   b. The effective date of such termination; and
   c. In the case of partial termination, the portion of this Grant to be terminated.
   d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738;
(c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

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

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

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).

2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small ($128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.

14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16. 2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

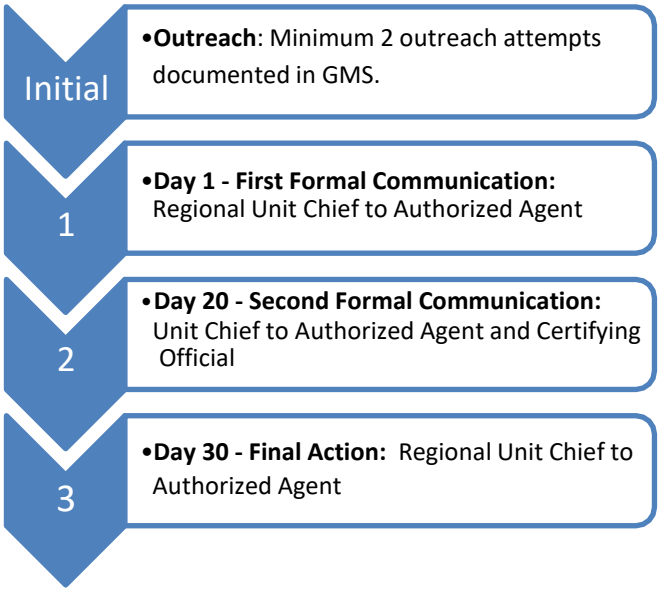
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

Scope: This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issueeither a First or Second Request.



RFI Timelines

First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is tobe copied on the email for visibility.

Final Action	If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

_____ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

_____ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

_____ State of Texas Assurances, hereinafter referred to as “Exhibit D”

_____ Environmental Review Certification, hereinafter referred to as “Exhibit E”

_____ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

_____ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

_____ Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

_____ _____

Signature of Certifying Official **Date**

_____

Printed Name and Title

Commissioners Court - Regular Session **18.**

Meeting Date: 10/19/2021

Section 6 Grant Award to Amend the Regional Habitat Conservation Plan

Submitted By: Josh Renner, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the amended pass through budget and acknowledge Josh Renner (Williamson County Conservation Foundation) as project point-of-contact and Jody Cook (Williamson County Auditor's Office) as contract point-of-contact for the grant awarded to proposal submission F21AS00171 Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species.

Background

The Court has previously approved the submission of grant proposal F21AS00171 Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species (03/09/2021). The grant was recently awarded and an amended pass-through budget, signed by the contract point-of contact, must be submitted to Texas Parks and Wildlife (TPWD) in order to complete drafting the grant contract. The reimbursable amount of this grant is $712,146.00 and the match amount is $287,854.00. All funds for the match will come from the Williamson County Conservation Foundation (WCCF) corpus. The application for this grant and funding amount has been approved by the WCCF Board. Changes in the amended budget include an update in the fiscal years and a three-year working calendar to meet the TPWD project requirements for section 6 funding. No changes were made to the funding amount from the original proposal.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended Grant Budget

Grant Proposal

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:59 AM
Form Started By: Josh Renner		Started On: 10/13/2021 03:58 PM
Final Approval Date: 10/14/2021		

ESTIMATED COST: 1,000,000
Project Name: Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species
Sub-recipient: Williamson County

Cost Categories (FY runs Sept. 1 through Aug. 31)	Federal Share (Please select one)	Applicant Share (Non-federal Match)	Total
YEAR 1 - FY 2022			
Personnel			
PI/Grad Student Salaries		*$16,824*	*$16,824*
Temp Asst Salaries			*$0*
Fringe Benefits			*$0*
Travel			*$0*
Equipment			*$0*
Supplies			*$0*
Contractual	*$237,382*	*$79,127*	*$316,509*
Miscellaneous			*$0*
Total Direct Cost	*$237,382*	*$95,951*	*$333,333*
Modified Total Direct Cost (MTDC)*			*$0*
Indirect Cost Rate as applied to MTDC			*$0*
Unrecovered indirect as match (if applicable)			*$0*
Total IDC			*$0*
Total (Yr 1)	*$237,382*	*$95,951*	*$333,333*
Total year 1 (%)	*71.21%*	*28.79%*	*100.00%*
YEAR 2 - FY 2023			
Personnel			
PI/Grad Student Salaries		*$16,824*	*$16,824*
Temp Asst Salaries			*$0*
Fringe Benefits			*$0*
Travel			*$0*
Equipment			*$0*
Supplies			*$0*
Contractual	*$237,382*	*$79,127*	*$316,509*
Miscellaneous			*$0*
Total Direct Cost	*$237,382*	*$95,951*	*$333,333*
Modified Total Direct Cost (MTDC)*			*$0*
Indirect Cost Rate as applied to MTDC			*$0*
Unrecovered indirect as match (if applicable)			*$0*
Total IDC			*$0*
Total (Yr 2)	*$237,382*	*$95,951*	*$333,333*

Enter full negotiated IDC rate:	

Total year 2 (%)	*71.21%*	*28.79%*	*100.00%*
YEAR 3 - FY 2024			
Personnel			
PI/Grad Student Salaries		*$16,824*	*$16,824*
Temp Asst Salaries			*$0*
Fringe Benefits			*$0*
Travel			*$0*
Equipment			*$0*
Supplies			*$0*
Contractual	*$237,382*	*$79,127*	*$316,509*
Miscellaneous			*$0*
Total Direct Cost	*$237,382*	*$95,951*	*$333,333*
Modified Total Direct Cost (MTDC)*			*$0*
Indirect Cost Rate as applied to MTDC			*$0*
Unrecovered indirect as match (if applicable)			*$0*
Total IDC			*$0*
Total (Yr 3)	*$237,382*	*$95,951*	*$333,333*
Total year 3 (%)	*71.21%*	*28.79%*	*100.00%*
GRAND TOTAL ($)	***$712,146***	***$287,854***	***$1,000,000***
GrandTotal (%)	***71.21%***	***28.79%***	***100.00%***

If you elect to use part of your IDC as match, please fill out the following information:	
Total amount of IDC requested for reimbursement:	$0.00
Total amount of IDC used to meet match requirement:	$0.00

Modified Total Direct Cost (MTDC) **MTDC is included in most, but not all, NICRA's. Please refer to your institution's NICRA to determine the base to which the IDC rate should be applied.*	MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward/subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward/subcontract in excess of $25,000.
Indirect Cost (F&A; unrecovered indirect costs may be used to meet match requirements.)	Include the currently approved Indirect Cost rate for your organization; In order to claim indirect costs you must attach a copy of the valid Indirect Cost rate agreement for your organization that was negotiated with the appropriate cognizant federal agency.

NOTE: This budget **MUST** be reviewed and approved by the pass-thru entity's designated Contract Point-of-Contact, such as a grant coordinator, a budget coordinator, or a reviewer from the Office of Sponsored Research. *If the budget indicates that part of your IDC will be waived to use as match, then the budget must be signed by the institution's official having the authority to negotiate indirect cost rates for your organization.*

X

Contract Point-of-Contact

Printed Name:
Job Title:
Email:
Work Phone:

COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND: HABITAT CONSERVATION PLAN (HCP) PLANNING ASSISTANCE

Fiscal Year: 2021

F21AS00171

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species

Benefitting:

Georgetown Salamander (Eurycea naufragia)
Salado Salamander (Eurycea chisholmensis)
Jollyville Plateau Salamander (Eurycea tonkawae)
Tooth Cave Spider (Tayshaneta myopica)
Dragonfly Cave Mold Beetle (Batrisodes cryptotexanus)
Monarch Butterfly (Danaus plexippus plexippus)

Submitted by:

Williamson County, Texas and
Williamson County Conservation Foundation

To Revise:

HCP permit # TE-181840-1

PROJECT CONTACTS

Gary Boyd
Project Director
Williamson County Conservation Foundation
219 Perry Mayfield
Leander, Texas 78641
Tel: (512) 943-1921
GBoyd@wilco.org

Rebecca Hays Barho
Nossaman LLP
816 Congress Ave., Ste. 970
Austin, Texas 78701
Tel: (512) 813-7942
Rbarho@nossaman.com

Steve Carothers, Ph.D.
SWCA Environmental Consultants
4407 Monterey Oaks Blvd.
Austin, Texas 78749
Tel: (512) 476-0891
scarothers@swca.com

Kemble White, Ph.D.
Cambrian Environmental
4422 Pack Saddle Pass, Suite 204
Austin, TX 78745
Tel: (512) 663-0156
kwhite@cambrianenvironmental.com

PROJECT NARRATIVE

This Project Narrative includes the information necessary to address the grant eligibility and evaluation, consistent with the requirements provided in the Notice of Funding Opportunity specific to the Cooperative Endangered Species Conservation Fund: HCP Planning Assistance, Fiscal Year 2021, Funding Opportunity Number F21AS00171 (Notice).

Attachments
The following attachments are included in support of this Proposal:

- Budget Detail Narrative spreadsheet, signed and dated February 26, 2021.
- Complete Standard Form (SF)-424 provided on Grants.Gov, signed and dated.
- Completed SF-424B, Assurances, signed and dated.
- Completed SF-424A, Budget Information, signed and dated.
- Eligibility information provided by Texas Parks and Wildlife Department: (1) evidence of TX Cooperative Agreement, and (2) the information necessary for the annual renewal (reconfirmation) of the Cooperative Agreement.
- Letter from Williamson County Conservation Foundation, dated February 22, 2021, regarding non-federal cost-share commitment.

A. Project Title

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species.

B. Statement of Need

1. *Need for the proposed project relates to the purposes of the HCP Program*

Williamson County, Texas (County) and the Williamson County Conservation Foundation (Foundation) (collectively, Permittees) seek $750,000 in federal grant funds from the Fiscal Year 2021 Cooperative Endangered Species Conservation Fund Nontraditional HCP Assistance to fund scientific research, administrative, and public outreach efforts to add five listed species—the Georgetown salamander (*Eurycea naufragia*), Salado salamander (*Eurycea chisholmensis*), Jollyville Plateau salamander (*Eurycea tonkawae*), Tooth Cave spider (*Tayshaneta myopica*), and Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*); and one candidate species, the Monarch butterfly (*Danaus plexippus plexippus*) (collectively, Proposed Species)—as covered species under the existing Williamson County Regional Habitat Conservation Plan (RHCP) (the Amendment).[1] Consistent with the purposes of the HCP Program, the Permittees are in need of federal grant funding to support efforts to amend to their existing RHCP and incidental take permit to provide for the conservation of additional federally listed and candidate species and regulatory certainty for land use activities. Amending the RHCP to include six additional species would provide for coordinated, regional conservation planning for the species, and would reduce the workload of the U.S. Fish and Wildlife Service (USFWS) by reducing the volume of Endangered Species Act (ESA) permitting and coordination required in Williamson County.

In May 2008, the Permittees submitted the RHCP in support of an incidental take permit application.[2] In October 2008, the USFWS issued Permit No. TE-181840-0 (Permit) to the Permittees,[3] and subsequently authorized an amendment to the Permit in 2013,[4] pursuant to section 10(a)(1)(B) of the ESA.[5] The Permit authorizes take of four listed species: the golden-cheeked warbler (*Setophaga chrysoparia*); black-capped vireo (*Vireo atricapilla*);[6] Bone Cave harvestman (*Texella reyesi*); and Coffin Cave mold beetle[7] (*Batrisodes texanus*) (collectively, Covered

[1] The Williamson County RHCP, dated August 15, 2008, is publically available at: https://www.wilco.org/Portals/0/Departments/ConservationFoundation/WilCo_RHCP_08-08-08_Opt.pdf.

[2] Notice of Availability: Final Environmental Impact Statement and Final Regional Habitat Conservation Plan, 73 Fed. Reg. 53,440 (Sept. 16, 2008).

[3] Incidental Take Permit No. TE-181840-0, issued Oct. 2008, is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2420.pdf.

[4] Incidental Take Permit No. TE-181840-1, issued Oct. 2013 is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2421.pdf.

[5] RHCP at 1-2.

[6] The black-capped vireo was de-listed on May 16, 2018. 83 Fed. Reg. 16228 (Apr. 16, 2018).

[7] The Inner Space Caverns mold beetle (*Batrisodes texanus*) was known as the Coffin Cave mold beetle at the time of listing (58 Fed. Reg. 43818-43820 [August 18, 1993]). Since that time, the species found in Coffin Cave has been identified as *Batrisodes cryptotexanus*, which is known as the Dragonfly Cave mold beetle (Chandler and Reddell 2001, Chandler et al. 2009). It is *Batrisodes texanus* which is authorized for take by the Permit.

Species). The RHCP already provides some degree of conservation benefits to the Proposed Species but does not provide incidental take coverage. Adding the Proposed Species to the RHCP and amending the associated Permit would ensure coordinated conservation of the Proposed Species and provide incidental take coverage for public and private activities throughout the County for the duration of the Permit. This Proposal meets the highest general program funding priorities because it will have a direct effect on the recovery of the Proposed Species and their habitats; the County and the Foundation are ready to implement the Proposal; and the funding would not only be used for scientific research and community education and outreach concerning the Amendment, but also for the development of specific conservation actions in the RHCP to be implemented by the Permittees, including measures furthering the potential for recovery of listed karst invertebrates, as outlined in the Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas (USFWS 1994).[8]

2. *Conservation issue, problem, or opportunity to be addressed by the planning effort as well as the species to benefit*

Situated on the Edwards Plateau west of the Balcones Escarpment, the County ranks among the fastest-growing counties in the United States, with population estimates indicating that 120 people move to the County each day (Torre 2019). To accommodate this increase in growth, the County regularly undertakes needed transportation infrastructure improvements, such as road building, that may affect federally listed species and their habitats. Additionally, the County must serve the needs of its ever-growing constituency for responsible economic development, sufficient public infrastructure, and open space recreational and educational opportunities. Devitt et al. (2019) indicate the County currently is home to three recognized salamander species listed as threatened (*Eurycea naufragia*, *Eurycea chisholmensis*, and *Eurycea tonkawae*) (collectively, Salamander Species). SWCA et al. (2008) indicate at least three endangered karst invertebrates (*Texella reyesi*, *Batrisodes texanus*, and Tooth Cave ground beetle [*Rhadine persephone*]); one bird species listed as endangered (*Setophaga chrysoparia*); other rare animal and plant species, including the Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*); and a wide diversity of common species. USFWS (2018) indicates that *Tayshaneta myopica* is documented to inhabit the County as well. Monarch butterfly (*Danaus plexippus plexippus*) populations east of the Rocky Mountains use several migratory pathways through Canada and the United States that all merge in central Texas, including the County, before the populations continue to their overwintering grounds in Mexico (U.S. Forest Service [USFS]). Recognizing the need to sustainably accommodate its growing population while ensuring efficient and effective compliance with the ESA, the Permittees developed the RHCP and obtained the Permit in 2008, which authorizes take of the Covered Species through the associated Permit.

At the time the RHCP was approved in 2008, no salamanders occurring in the County were listed under the ESA (SWCA et al. 2008), *Tayshaneta myopica* was not thought to occur within the County (SWCA et al. 2008), and the Monarch butterfly (Monarch) had not been petitioned for

[8] USFWS published a notice of availability of a draft recovery plan amendment which would amend the recovery criteria in the the 1994 Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas on January 31, 2019. 84 Fed. Reg. 790. (Jan. 31, 2019).

listing. Nevertheless, *Eurycea naufragia* received special treatment under the RHCP as an "additional species." Pursuant to the RHCP, the Permittees have funded significant conservation, research, and educational measures benefitting *Eurycea naufragia*, with additional benefits provided to *Eurycea chisholmensis* and *Eurycea tonkawae* (collectively, the Salamander Species). Almost all of the peer-reviewed and published natural history literature for *Eurycea naufragia* and *Eurycea chisholmensis* has been funded by the Foundation (see Pierce et al. 2010, 2014; Biagas et al. 2012; McEntire and Pierce 2015; Gutierrez et al. 2018; Pierce and Gonzalez 2019; Wall et al. 2020; Jones et al. *in review*) with additional research funded for *Eurycea tonkawae* (see Adcock et al. 2016; *in review* a, b).

Since USFWS's issuance of the Permit, the Salamander Species have been listed as threatened species under the ESA. At the time of this Proposal, the Monarch is not listed under the ESA; however, in December 2020, USFWS found that listing the Monarch under the ESA was warranted, but precluded by higher priority actions.[9] Separately, on April 3, 2020, USFWS approved a candidate conservation agreement with assurances for the Monarch, covering certain activities such as those relating to transportation and energy infrastructure, and setting forth conservation measures providing a net conservation benefit to the species ("Monarch CCAA") (Cardno. Inc. 2020).

Adding the Proposed Species as Covered Species under the RHCP and to the Permit will assist the Permittees in complying with ESA sections 7 and 9, 16 U.S.C. §§ 1536 and 1538, and support more effective, coordinated conservation of the Proposed Species as tremendous growth in the County continues. Additionally, adding the Proposed Species as Covered Species will conserve USFWS resources and allow the agency to focus on species and activities that have not already been addressed in a comprehensive manner.

Proceeds of the requested HCP Planning Assistance grant would initially be used to evaluate the needs, costs, and benefits of the Amendment and develop a recommendation for a locally appropriate solution for the Proposed Species and, particularly, for the Salamander Species and Monarch. Proceeds would also be used to evaluate whether to add other rare species to the RHCP as species of concern; for vetting the analysis and recommended conservation strategies with stakeholders; seeking additional biological review; developing a complete RHCP; and assisting in the preparation of National Environmental Policy Act (NEPA) documentation, if desired by USFWS. The application package would be submitted with an application for an amendment to the Permit to cover the Proposed Species.[10]

The Amendment would provide for the conservation of the Proposed Species in the County. For example, the Amendment would provide an efficient compliance mechanism for landowners and public entities to deal with complex endangered species issues, thereby providing greater options and certainty about future land uses. The existing RHCP has been extraordinarily successful for the currently Covered Species, has resulted in the preservation of over 900 acres of Covered

[9] Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81,813 (Dec. 17, 2020). In January 2021, the Center for Biological Diversity and others provided a notice of intent to sue USFWS over the agency's failure to list the Monarch under the ESA.

[10] Habitat Conservation Plans may cover non-listed species that might become listed during the term of the incidental take permit, such as the Monarch (USFWS and National Marine Fisheries Service [NMFS] 2016).

Species habitat since 2008 (Van Kampen-Lewis and White 2019), and has saved USFWS countless hours of detailed review time, due to the programmatic nature of the Permit.

3. *The negative result of taking no action*

Taking no action to amend the RHCP means that the Permittees would not receive federal grant monies in connection with the Amendment. While Permittees are committed to moving forward with an Amendment irrespective of whether they receive ESA section 6 grant monies, lack of such funds could have the following negative results. First, lack of funding could result in an Amendment that may not cover all six of the Proposed Species due to a lack of Foundation resources available to cover the costs of investigation, study, drafting, and public processes necessary to add all six species. Second, even if the Foundation were still able to cover the costs of adding all six Proposed Species, any such amendment process is likely to be slower – done at the pace at which Foundation resources become available – and could result in both piecemeal compliance with the ESA throughout the County, but also piecemeal conservation for those species until an amendment could be completed by the Permittees and processed by the Service. Piecemeal compliance with the ESA benefits neither the species nor the USFWS, which would be tasked with reviewing and approving more individual section 10(a)(1)(B) permit applications and potentially more consultations under ESA section 7. It is also possible that a slower timeframe for the Amendment would result in the loss of some conservation opportunities as the County continues to experience rapid growth.

C. Purpose

The purpose of this Proposal is to streamline regulatory approvals and provide coordinated conservation actions for the Proposed Species. Specifically, including the Proposed Species as Covered Species under the RHCP will ensure coordinated ESA compliance with respect to activities that may result in take of those species; reduce the administrative burden on the County, USFWS, project proponents, and other federal, state, and local agencies required to ensure against unauthorized take of the Proposed Species and against jeopardizing the continued existence of said species; and reduce the economic burden to individual landowners by allowing them to obtain take coverage under the County and Foundation's Permit through participation in the RHCP. Meanwhile, the RHCP will provide important scientific and conservation benefits to the Proposed Species and their habitats, including providing coordinated conservation and monitoring for the Monarch.

D. Objective

To develop and submit by October 2024 the Amendment and prepare associated NEPA documentation, if such documentation is required, necessary to amend the Permit to cover the Proposed Species. Amending the Permit and RHCP would authorize take of the Proposed Species, while providing conservation benefits to the Proposed Species and potentially others.

The proposed period of performance is January 3, 2022, through December 2024. The specific outcomes to be accomplished during the proposed period of performance are specified under the Timetable section below. *See* Section H of the Project Narrative.

E. Methods/Approach

The funding will be used for coordination among relevant public agencies and stakeholders, baseline data collection (e.g., available habitat and resources), effects analyses, stakeholder outreach, including any required under Chapter 83, preparation of the draft RHCP amendment, and coordination with USFWS to process the RHCP amendment and amendment to the Permit. Relying on the expertise of the County, Foundation, and its RHCP team, the approach to amending the RHCP and applying for a Permit amendment specifically will include at least the following tasks:[11]

- Working with USFWS and TPWD, develop a specific scope for development of the Amendment and NEPA documentation;

- Identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, and ongoing conservation efforts, including the Monarch CCAA, and identify conservation strategies to meet the needs of the Proposed Species and the goals of the Permittees;

- Develop a process for public input and, to the extent required by Chapter 83, establish a Citizens Advisory Committee (CAC) that would include representative interests from the community and other stakeholders, including owners of undeveloped land within the County and representatives from one or more public or private entities, potentially including, but not limited to: TPWD, Texas Department of Transportation, the County, the City of Georgetown, one or more school districts within the County, the City of Round Rock, the Master Naturalist, and others;

- Develop a process for scientific input and, to the extent required under Chapter 83, establish a Biological Advisory Team (BAT) that would include experts on the Proposed Species and conservation biology, including one member appointed by TWPD, one member appointed by landowner members of the CAC, and other local technical experts;

- Review initial results of the Amendment development process (i.e., goals, objectives, opportunities, and recommendations) and solicit comments from the CAC and BAT, if applicable;

- Particularly with respect to the Salamander Species, identify and describe actions within the County a) that are likely to result in incidental take and b) that are reasonably certain to occur

[11] The Permittees note that with respect to the karst invertebrates included as Proposed Species, the existing RHCP framework likely will make development of the take estimates and conservation program, including minimization and mitigation measures, significantly more efficient than development of a take and conservation framework for the Salamander Species. Similarly, the framework established under the Monarch CCAA may make development of a conservation program for the Monarch significantly more efficient. While the bulleted tasks set forth in this section do not differentiate between the Salamander Species, Monarch, or karst invertebrate species included as Proposed Species, the Permittees anticipate that some of the tasks may ultimately focus primarily on the Salamander Species and Monarch.

over the life of the Permit, and develop support for a method of assessing take of Proposed Species, including but not limited to developing appropriate surrogates where expressing the number of individual species taken is not practicable;

- With respect to the Monarch, identify and describe existing and potential habitat and consider appropriate minimization and mitigation strategies to benefit the species, including conservation measures potentially similar to those described in the Monarch CCAA, and consider establishing an appropriate surrogate and limit for take of individual Monarchs;

- With assistance from USFWS, the BAT, and CAC, as applicable, develop a mitigation program that will minimize and mitigate impacts of the take of Proposed Species to the maximum extent practicable;

- Incorporate CAC and BAT comments, if applicable, on the various components of the Amendment, and establish the general framework for the same, including covered area, solidification of list of Proposed Species, goals and objectives, likely conservation strategies, monitoring and reporting, and funding;

- In coordination with USFWS, begin the NEPA process;

- Introduce the concept of the Amendment and present the framework to the general public with public meetings and notices through local media, and solicit additional comments;

- Fine-tune Amendment framework and prepare a first draft of the Amendment, with the assistance of the CAC and BAT, as appropriate, for initial review and comment by USFWS;

- If requested, prepare the preliminary draft of NEPA document for initial USFWS review and comment;

- Prepare the second draft of Amendment and NEPA documentation addressing USFWS comments, with guidance from the CAC and BAT, if applicable;

- Hold second round of public meetings and update public notices to describe the conservation program, answer questions, and gather comments;

- Finalize the Amendment and draft NEPA document, complete the Application for Permit amendment, and submit the package of materials to USFWS for coordination and processing; and

- Provide a final report to TPWD within 30 days after completion of the last grant segment.

F. Description of Entities Undertaking the Project

The Foundation will be the primary entity responsible for carrying out the objectives, methods, and approaches described above, including working closely with the RHCP team in connection with developing the Amendment.

G. Anticipated Outcomes/Expected Results and Benefits

Amending the RHCP would likely involve the formulation of multiple approaches to the conservation of the Proposed Species, including but not limited to avoidance and minimization (e.g., through proven and defined best management practices); mitigation of potential take of the Proposed Species through preservation (including habitat preservation and potentially restoration, and/or enhancement measures); and implementation and compliance monitoring. Project success will constitute the development and submittal of an amendment to the RHCP and associated NEPA documentation, if required, by October 2024. To accomplish the project objectives, Section 6 funds will be used to:

- Develop a strategy for calculating and monitoring the potential amount of incidental take that would be authorized under the Amendment;
- Develop a strategy for avoiding and minimizing impacts to the Proposed Species and their habitats within the RHCP area, including without limitation protecting water quality for the Salamander Species to be included in the Amendment and developing measures to reduce impacts to the Monarch associated with habitat modification;
- Develop strategies for mitigating impacts of authorized take of the Proposed Species to be included in the Amendment;
- Develop a program for monitoring and reporting and adaptive management strategies specific to the Proposed Species;
- Prepare and furnish Interim and Final Reports to TPWD describing the status of the project and various aspects of the activities above as applicable, including, but not limited to, study methodology, any field research procedures and sites, a comparison of the actual accomplishments during each grant segment with the objectives of the grant as written in the proposal/scope of work; and
- Achieve compliance with the requirements for the development of regional habitat conservation plans by governmental entities pursuant to Chapter 83 of the Texas Parks and Wildlife Code (Chapter 83), as described in more detail in Section I, below.

Amending the RHCP to include the Proposed Species as Covered Species would provide a significant benefit to the Proposed Species, to ecosystem conservation, to USFWS from an administrative perspective, and to the County and its constituents, including the following:

- Providing a more holistic ecosystem-based approach to conserving the Northern Edwards Aquifer by extending conservation and management activities to both aquifer discharge and recharge features as necessary to conserve the added Salamander Species, which are spring-dwelling (this could potentially include working with one or more entities outside Williamson County to promote cooperative conservation measures applicable to the *Eurycea* spp. rangewide);

- Providing a coordinated approach to Monarch conservation, including conservation of habitat, as the County undertakes expansion of its transportation infrastructure and otherwise experiences urban growth;

- Collecting and making available to USFWS and TPWD scientific information gathered through the RHCP's monitoring and reporting programs pertaining to the status of the Proposed Species and the effectiveness of Proposed Species conservation measures;

- Providing more coordinated, long-term conservation of the Proposed Species than would otherwise be possible through a piecemeal approach, and address the identified threats to the Proposed Species through locally appropriate solutions;

- Reducing the administrative burden on USFWS by reducing the number of individual projects that must go to USFWS for project-specific review and approval;

- Reducing the burden of ESA compliance on private individuals and entities, as well as public institutions, by creating a streamlined permitting process for the Proposed Species; and

- Continuing a structure that could incorporate other community open space goals, such as compatible recreation opportunities, scenic and cultural values, and protection of water quality and quantity.

H. Timetable

Development of the RHCP amendment will be completed and a Permit application submitted to USFWS by October 2024. A schedule of project milestones that are associated with the tasks described in this grant proposal, assuming that the grant is awarded on or about June 30, 2021, are listed below.

Month/Year	Project Milestone
Jan. 2022 - Mar. 2022	Grant awarded; finalize grant contract; start work
	PHASE I
Mar. 2021	Task 1: With assistance from USFWS and TWPD, develop specific project scope
Mar. 2021 - May 2021	Task 2: Identify and review existing scientific information relevant to Amendment; evaluate the potential of various conservation strategies to meet County and Foundation's goals, including identifying and analyzing opportunities for protection of habitat-related resources
May 2021	Task 3: Based on Task 2, develop recommendations for initial Amendment framework
May 2021 - Jun. 2021	Task 4: Develop process for public input, convene CAC if necessary
May 2021- Jun. 2021	Task 5: Develop process for scientific input, convene BAT if necessary

July 2022 – Jan. 2023	Task 6: With assistance from USFWS, TPWD, and CAC and BAT, if applicable, identify and describe actions likely to result in incidental take of Proposed Species and are reasonably certain to occur over life of the Permit, estimate take anticipated under Amendment, and develop conservation program
	Task 7: Review initial results of RHCP amendment development process and solicit comments from CAC and BAT on general framework for Amendment
	Task 8: Incorporate BAT and CAC comments, if applicable, on various components of RHCP, as well establishing other components of Amendment, including monitoring, reporting, and funding
Feb. 2023 - July 2023	Task 9: Prepare initial and complete draft Amendment; provide to USFWS for review
July 2023	Task 10: Begin NEPA process; potential public meeting
Oct. 2023	Task 11: First draft of NEPA document to USFWS for review
Oct. 2023 – Jan. 2024	Task 12: Receive and incorporate comments from USFWS on first draft Amendment and NEPA document; prepare second draft of each document
Feb. 2024	Task 13: Provide second draft Amendment and NEPA document to USFWS for review
Apr. 2024	Task 14: Receive and incorporate comments from USFWS on second draft Amendment and NEPA document
May 2024 – Nov. 2024	Task 15: Potential additional public meetings and/or NEPA process; incorporate any additional comments into final draft RHCP and NEPA document
	PHASE 2
Oct. 2024	Task 16: Final draft of RHCP and NEPA documents and permit application submitted to USFWS
Dec. 2024	Task 17: Final TPWD grant report

While the Permittees have not undertaken specific steps in connection with a potential Amendment to the RHCP, the Permittees nevertheless have gathered significant data concerning the Proposed Species through RHCP-related monitoring and reporting. The Permittees anticipate that data collected from past efforts in connection with their implementation of the existing RHCP will be utilized in connection with the Amendment and activities funded through this grant, if awarded.

I. Project Location/Maps

The Amendment would cover the entirety of Williamson County, Texas (30°39′20″N, 97°35′02″W). Williamson County, Texas (30°39′20″N, 97°35′02″W), in the 31st Texas Congressional District. Field work to implement the Proposal will occur County-wide. Administrative/office activities will occur at the Foundation's offices at 219 Perry Mayfield, Leander, Texas 7864.

Below, we provide a description of the Proposed Species' ecosystem and habitat types.

1. *Salamander Species Ecosystem and Habitat Types.*

During rulemakings concerning the Salamander Species' listing status in 2013 and 2020, the USFWS described the Salamander Species' ecosystem, watershed characterization, and critical habitat types. In its 2013 listing rule for the Jollyville Plateau salamander (*Eurycea tonkawae*), the USFWS characterized the species as strictly aquatic, inhabiting surface and subsurface habitats.[12] The surface and subsurface aquatic habitats include springs and groundwater from the Trinity Aquifer, Northern Segment of the Edwards Aquifer, and local alluvial aquifers.[13] These surface habitat types include rocky substrate with interstitial spaces and subterranean aquifers.[14] As for subsurface habitats, voids between rocks underground provide cover, shelter, and foraging habitat.[15] In its September 2020 listing rule for the Georgetown salamander (*Eurycea naufragia*) and Salado salamander (*Eurycea chisholmensis*), the USFWS described the ecosystem, watershed characterization, and habitat types in the agency's proposed rule of the critical habitat designation for the Georgetown and Salado salamanders.[16] According to the USFWS, Georgetown and Salado salamanders occur in spring and stream ecosystems in surface and subsurface areas.[17] These surface habitat types include water from the northern segment of the Edwards Aquifer, rocky substrate with interstitial spaces, the spring environment, and subterranean aquifers.[18] Subsurface habitats also include water from the northern segment of the Edwards Aquifer, and subsurface spaces. For additional information on the Salamander Species, please refer to the species' final listing rules and the final critical habitat designation for the Jollyville Plateau salamander (*Eurcyea tonkawae*).

2. *Monarch Butterfly ecosystem and habitat types.*

On December 17, 2020, the USFWS issued 12-month finding on a petition to list the Monarch.[19] The finding describes the Monarch's habitat as overwintering sites with nectar and clean water sources located nearby.[20] The Monarch (*Danaus plexippus*) Species Status Assessment Report (SSA) indicates that in southwestern states, migrating monarchs tend to occur more frequently near water sources such as rivers, creeks, roadside ditches, and irrigated gardens. Additional information on the species' ecosystem and habitat needs may be found in the SSA.

---

[12] Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Austin Blind and Jollyville Plateau Salamanders, 78 Fed. Reg. 51327, 51342 (Sept. 19, 2013) (codified at 50 C.F.R. § 17.11(h)).

[13] *Id.* at 51342.

[14] *Id.*

[15] *Id.*

[16] Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Georgetown and Salado Salamanders, 85 Fed. Reg. 57578 (proposed Sept. 15, 2020).

[17] *Id.* at 57584-57586.

[18] *Id.*

[19] Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020).

[20] *Id.* at 81814.

3. *Tooth Cave Spider ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop. Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloxeneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave spider presumably preys on microarthopods (USFWS 2011).

4. *Dragonfly Cave Mold Beetle ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop (USFWS 2011). Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloxeneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave Spider presumably preys on microarthopods. The Dragonfly Cave mold beetle presumably scavenges on decaying organic matter.

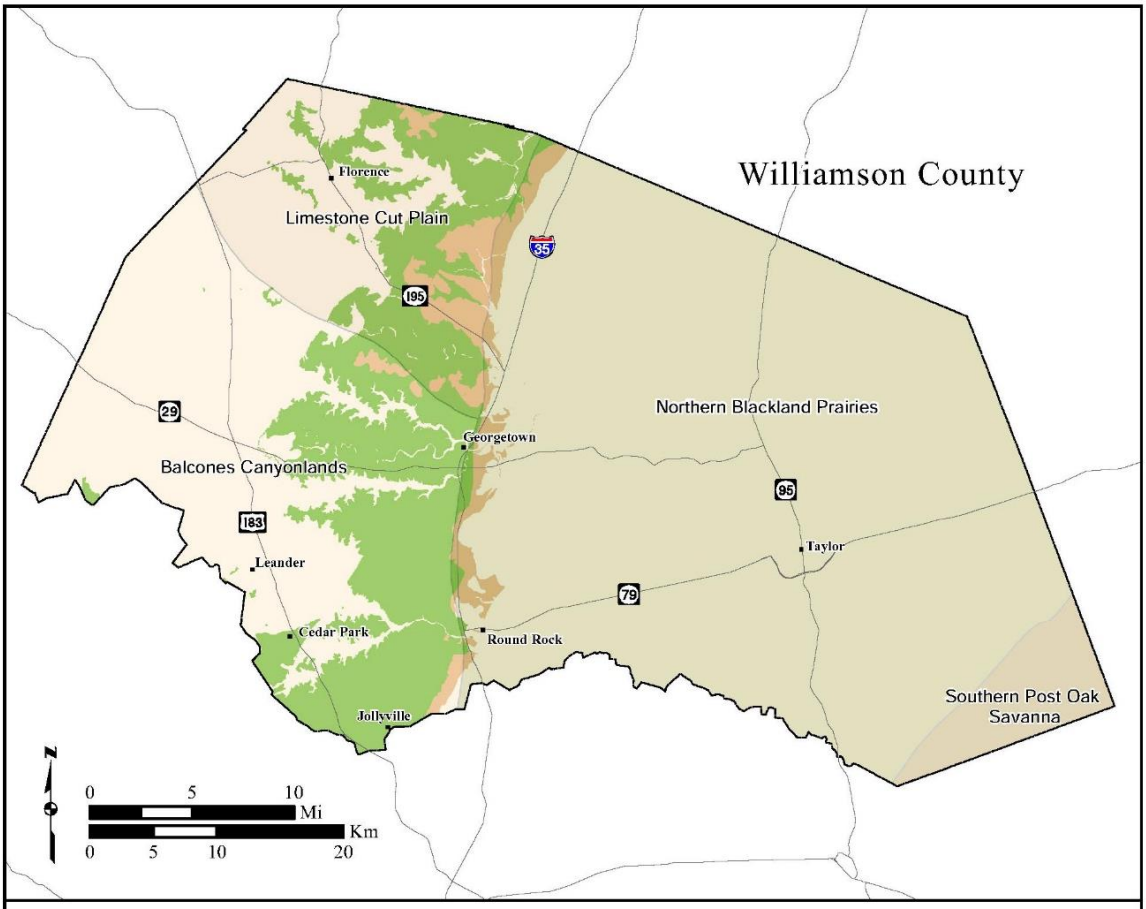


Figure 1-1. The Williamson County permit area including the major ecoregions and Karst Zone, the primary focus of the RHCP.

J. Information to support environmental compliance review requirements

In order to assist the Service in evaluating this Proposal, Permittees provide the following information relevant to compliance with NEPA, ESA, and the National Historic Preservation Act (NHPA).

- **NEPA Compliance.**

In 2009, USFWS evaluated its proposed issuance of the Permit to Permittees pursuant to environmental impact statement (EIS) under NEPA.[21] USFWS concluded that review and issued a record of decision on April 14, 2009.[22] Permittees anticipate that the EIS previously prepared by USFWS will be useful to the agency as it prepares NEPA documentation in connection with the Amendment.

- **ESA Compliance.**

Federally-listed endangered and threatened species will not be affected by the development of an RHCP amendment or submission of an application for a Permit amendment; however, should USFWS ultimately grant the Permit amendment, take of listed species would be authorized under such amendment. The Permittees expect USFWS to engage in an intra-agency consultation (formal or informal) pursuant to ESA section 7 in connection with its review and potential action on the Permittees' Application for a Permit amendment.

Permittees note that the RHCP and Permit (TE-181840-1) currently are in good standing, and have resulted in significant benefits to Covered Species and other species addressed by the RHCP. Additionally, Permittees have for years enjoyed a positive working relationship with the local USFWS office and look forward to continuing on in such a relationship.

- **National Historic Preservation Act (NHPA) Compliance.**

Permittees would seek to coordinate with USFWS to assist in complying with the NHPA in connection with the Amendment.

- **Other Federal Permits.**

There are no other federal permits required in order to apply for or be granted an Amendment.

Because this project comprises of developing an RHCP amendment in support of a Permit amendment, work under this grant is not anticipated to involve ground-disturbing activities or to affect water quality or wetlands, or air quality. Nevertheless, the Permittees are committed to obtaining all necessary authorizations from the relevant federal agencies for impacts to listed species and other federal resources that may occur under the amended Permit, should the amendment be granted.

RELATIONSHIP WITH OTHER GRANTS

[21] Regional Habitat Conservation Plan, Williamson County, TX, 74 Fed. Reg. 17211 (Apr. 14, 2009).

[22] 74 Fed. Reg. 17,211 (April 14, 2009).

The Foundation has previously received several non-traditional Section 6 grants for conservation of the Species and other listed species covered under the existing RHCP. The RHCP was developed using ESA section 6 Habitat Conservation Planning Assistance grants ($200,000 in FY 2003 and $1,005,000 in FY 2004), for the benefit of the Covered Species, along with 24 additional rare, endemic, and/or listed species, including *Eurycea naufragia*, *Eurycea chisholmensis*, *Eurycea tonkawae*, and *Rhadine persephone*. The Foundation acquired a 42-acre tract (Beck Preserve) for the conservation of one or more karst invertebrate species, including *Texella reyesi*, using a section 6 Habitat Conservation Plan Land Acquisition grant awarded in FY 2004. In 2007, the Foundation acquired by conservation easement approximately 64.4 acres (Northern Cobb Preserve) of the northern portion of Cobb Ranch for the benefit of *Texella reyesi*, *Batrisodes texanus*, four other rare karst invertebrates, *Vireo atricapilla*, *Setophaga chrysoparia*, and *Eurycea naufragia*, through the use of FY 2005 section 6 Recovery Land Acquisition grant funds.

EVALUATION CRITERIA

Consistent with Sections D2 and E1 of the Notice, this Proposal addresses and organizes the criteria specified in Section E1 to facilitate application review and scoring.[23] Furthermore, this Proposal includes information on species as defined under Section A of the Notice.[24]

1. Number of Listed and Candidate Species Benefited.

This Application proposes to benefit six species—five of which are currently listed and one that is currently a candidate species:

- Georgetown Salamander (*Eurycea naufragia*)
- Salado Salamander (*Eurycea chisholmensis*)
- Jollyville Plateau Salamander (*Eurycea tonkawae*)
- Tooth Cave Spider (*Tayshaneta myopica*)
- Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*)
- Monarch butterfly (*Danaus plexippus plexippus*)[25]

2. Number of At-Risk Species Benefited.

This Application does not currently propose to address at-risk species.

3. Magnitude of Conservation Benefit.

[23] Notice at 8, 16-19.

[24] *Id*. at 8.

[25] Consistent with the Notice's definition for a candidate species, the monarch butterfly (*Danaus plexippus plexippus*) qualifies as a "candidate species." Notice at 3. On December 17, 2020, the USFWS issued a notice finding that listing the Monard "as an endangered or threatened species is warranted but precluded by higher priority actions to amend the Lists of Endangered and Threatened Wildlife and Plants." Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020). Although the current list of candidate species does not include the Monarch, USFWS notes that it "will be added to the candidate list[.]" 85 Fed. Reg. at 81819.

This Application to amend the RHCP will result in a major benefit to several of the Proposed Species. The table below describes the anticipated benefits to each Proposed Species.

Covered Species	**Expected Benefits**	**Degree of Benefit** (low, medium, high)	**Justification****
Georgetown Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	One hundred percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the Texas Water Development Board (TWDB 2021), approximately 64% of which occurs within the Plan Area.
Salado Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	Approximately 86 percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.
Jollyville Plateau Salamander	Preservation, monitoring, and management of multiple known sites for	Medium	Approximately 64% percent of the species' known range would be covered by the Amendment

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.		as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.
Tooth Cave Spider	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	Low	Approximately 5% percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Dragonfly Cave mold beetle	Preservation, monitoring, and management of many known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	One hundred percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Monarch Butterfly	Preservation, participation, monitoring, and management of habitat areas within the county;	Low	Monarchs within the County will experience benefits from measures taken in connection with Amendment; however,

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	coordination with governments and private entities on measures to reduce impacts to species within the County.		because the species' range encompasses a substantial portion of the United States, the benefit as defined by the NFO would be "low."

4. Size of Plan Area.

This Application proposes to cover a plan area of approximately 725,800 acres—the entirety of Williamson County, Texas.

5. Stakeholder Participation.

Permittees anticipate a number of individuals and entities will contribute to the development of the Amendment. At this time, Permittees anticipate approximately five entities or groups of individuals would offer significant contribution to the Amendment. Pursuant to state law, Permittees would convene a citizens' advisory committee and biological advisory team made up of multiple individuals from within and outside the County. Members of the biological advisory team would include experts on the species as well as a representative from TPWD. Permittees anticipate that the biological advisory team would consist of at least three members, but likely would include five or more. Additionally, Permittees would convene a citizens' advisory committee made up of landowners from within the County. Permittees anticipate there would be no fewer than seven members of the citizens' advisory committee. Consistent with Section E.1.5. of the Notice, this Application identifies the specific contribution to the HCP development for each stakeholder or stakeholder group. Notice at 18. At this time, Permittees anticipate they will be responsible for the entirety of the 25 percent non-federal cost share.

Stakeholder/Partner Name	Contribution to Plan Preparation
TPWD[26]	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as a voting member on the Citizens Advisory Committee (CAC) (described in greater detail below). In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as presiding officer for the Biological Advisory Team (BAT) (described in greater detail below. Serve as grant administrator.

[26] The Foundation understands that under the criteria set forth in section E.1.5 of the Notice, TWPD normally would not qualify as a stakeholder for the purpose of the Application. However, the Foundation felt it important to highlight the role TWPD must take in developing the Amendment pursuant to state law.

City of Georgetown, TX	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns the Georgetown salamander and other species occurring within City limits.
Texas Department of Transportation	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns transportation planning and interfacing with RHCP.
Other cities within Williamson County	Permittees anticipate that one or more additional cities from within Williamson County would advise Permittees in connection with the Amendment, including on aspects relating to future transportation and infrastructure needs, as well as available conservation opportunities. These cities could include, but are not limited to, the City of Cedar Park and the City of Leander.
Citizens Advisory Committee members (likely to include seven or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, advise permittees with respect to landowner and policy issues relevant to the Amendment.
Biological Advisory Team (likely to include five or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, assist in calculation of potential take of Covered Species and size and configuration of any Covered Species preserves.

6. Initiation or Completion of a Planning Effort.

This Application has been submitted in support of initiating the Amendment. Under Section E.2.6. of the Notice, applications to support the initiation or completion of an HCP amendment will be prioritized. Notice at 18. The Amendment has not been previously funded, including within the previous fiscal year; although, as described above, the development of the RHCP itself was funded partially through ESA section 6 monies.

7. Readiness of State to Proceed.

Please refer to the project timetable provided above under Section H of the Project Narrative. In accordance with Section E.2.7. of the Notice, the Permittee requests a period of performance that is greater than two years. Notice at 19.

8. Voluntary non-federal cost-share commitment.

This Application includes a non-Federal cost-share greater than 25 percent, as reflected in the budget included in this Proposal. A letter of commitment is attached hereto, which provides additional details concerning the amount of matching funds and services to be contributed to this Amendment within the project timeframe, including estimates of salary costs.

9. Data management and sharing.

The Permittees will continue to coordinate with USFWS on the monitoring and recovery efforts on the existing RHCP and will continue to share data and results with USFWS. Permittees have a long history of close coordination with USFWS on myriad ESA issues within the County. As they do under the existing RHCP, Permittees would continue to share the results of surveys and monitoring efforts with USFWS, and will also, from time to time, publish such results in peer reviewed literature. Indeed, since the Georgetown and Salado salamanders were first described in 2000, the Foundation has funded eight of the nine peer-reviewed publications on the ecology and conservation of the species. Permittees also anticipate they would continue to assist USFWS in maintaining accurate databases regarding species' taxonomy and other issues. For example, Permittees have provided voucher species to USFWS, including specimens for genetic studies on listed karst invertebrates. Permittees have also allowed USFWS and others access to caves maintained by Permittees to assist in ensuring that USFWS maintains best available data for the species.

The coordinated approach in managing and sharing data and scientific information will help inform future decision-making to preserve and conserve the Proposed Species.

10. Secretarial Priorities for Federal Financial Assistance

This Application demonstrates alignment with the Secretarial Priorities to (1) restore trust with local communities and (2) strike a regulatory balance. Notice at 3-4.

Restoring trust with local communities. Local communities in Central Texas have been impacted by restrictions placed on development because of the presence of ESA-listed species or listed species habitat. Without streamlined permitting and ESA compliance options, important transportation, infrastructure, and other projects often experience delays and significant increases in cost. As a result, local communities sometimes hold a negative view of the purpose and impact of the ESA. It has been Permittees' experience that the RHCP has assisted landowners and others within Williamson County in understanding the importance of the ESA. Importantly, Permittees believe that the availability of a streamlined ESA permitting mechanism—and one that is run locally—has increased ESA compliance beyond that which may have occurred otherwise. Under the RHCP, the Permittees have also increased community awareness of the ESA through educational and other programs. Permittees are proud of all educational and other programs associated with the RHCP, but two results are of particular note: the high RHCP participation rate and the successful development and implementation of a 4(d) rule relating to the Georgetown and Salado salamanders. When Permittees were developing the RHCP, they anticipated a participation rate from the regulated community of approximately 10 percent. In practice, this rate has been between 30 and 40 percent—a significant portion of development within the County. In response to the pending listing of the Georgetown and Salado salamanders, Permittees worked closely with the City of Georgetown and USFWS to find a framework for salamander preservation that would also allow reliable ESA compliance options for those within the City of Georgetown and its ETJ. This framework ultimately was given approval via the Final 4(d) Rule for the Georgetown Salamander.[27]

Striking a regulatory balance. The availability of a locally focused, streamlined mechanism for ESA permitting encourages landowners and others to comply with the ESA. Under the existing RHCP, project proponents in Williamson County may obtain ESA section 10 coverage in a matter of weeks, whereas obtaining an individual permit from USFWS often can take a year or more. Additionally, because of the potential reduction in individual ESA section 10 permit applications, the workload of the local USFWS is reduced, allowing local staff to focus on other permitting and compliance efforts within the region.

The Amendment will also serve to increase scientific knowledge of the Proposed Species. To "ensure that ESA decisions are based on strong science and thorough analysis," the Permittees propose to identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, conservation strategies, and ongoing conservation efforts to benefit the Proposed Species. *See* Notice at 4. As noted in the "Methods/Approach" Section above, the Permittees seek to develop scientific input from USFWS, the BAT, experts on the Proposed Species and conservation biology, and other local technical experts. This scientific information

[27] 80 Fed. Reg. 47,418 (Aug. 7, 2015).

will help guide decisions concerning species preservation, minimization of impacts to the species, public outreach, and other aspects of species conservation.

BUDGET NARRATIVE

The following Budget Detail narrative for the Proposal demonstrates the connection between costs and the proposed project activities. Permittees anticipate that the budget's primary portion will be expended on preparing and processing the Permit amendment application package and would include the cost of biological consultants and other professionals assisting on the Application package. Project personnel costs, including baseline salaries and estimated salary adjustments, are directly charged. No equipment will be purchased using grant funds.

Additional information on the budget may be found below. The County and Foundation propose to provide a 28.79% applicant cost-share, or $287,854 for the cost of completing the Amendment, Permit amendment application, and NEPA documentation, with the federal government providing no more than 75% in grant funds or $712,146.

Budget.	Narrative (summary)	Amount
1.	Prepare and process complete Permit amendment application package, including RHCP amendment, Permit amendment application, and implementing Agreement, if required.	$ 751,667.00
2.	Prepare and process NEPA document, including any required public scoping or public meetings, review and incorporate public comments, and process through finalization of NEPA process.	$ 168,867.00
3.	Complete section 7 consultation.	$ 79,466.00
	Total Project Cost	$ 1,000,000
	Federal Share	$ 712,146 (71.21%)
	Non-federal Share	$ 287,854 (28.79%)

Partial funding is not practicable for this Proposal to amend the Williamson County RHCP to cover six additional species.

Consistent with 2 C.F.R. § 200.306 and the "object class categories" provided in SF-424A, the following are the cost category anticipated as part of the Permittee's shared costs or matching funds:

- Personnel; and

- Contractual.

Please see the attached Budget Detail Narrative spreadsheet, signed and dated February 26, 2021, for more information.

INDIRECT COST STATEMENT: ORGANIZATIONS

We are a "local government," as defined under 2 C.F.R. § 200.64, that will charge all costs directly.

CONFLICT OF INTEREST DISCLOSURE

Permittees have identified no conflicts of interest as of the time of this Application.

SINGLE AUDIT REPORTING STATEMENT

The Applicant was not required to submit a Single Audit report for the most recently closed fiscal year.

CERTIFICATION REGARDING LOBBYING

Pursuant to 43 C.F.R. Appendix A to Part 18, the undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

OVERLAP OR DUPLICATION OF EFFORT STATEMENT

There are no overlaps or duplication between this Application and any of our other Federal applications or funded projects, including in regards to activities, costs, or time commitment of key personnel.

LITERATURE CITED

Adcock, Z.C., A. Parandhaman, W.W. Keitt, and M.R.J. Forstner. (*in review* a). Natural History Note. *Eurycea tonkawae* response to spring drying. Submitted to Herpetological Review.

Adcock, Z.C., A.V. Gomez, W.W. Keitt, D. Hahn, and M.R.J. Forstner. 2016. Population trends, annual ecology, habitat evaluation, and disease prevalence for federally threatened Jollyville Plateau Salamanders (*Eurycea tonkawae*) in Williamson County, Texas. Report prepared for the Williamson County Conservation Foundation. 87Pp.

Adcock, Z.C., K. White, A. Villamizar Gomez, A.E. Wall, R. Jones, and M.R.J. Forstner. (*in review* b). Persistence of federally threatened Jollyville Plateau Salamanders (*Eurycea tonkawae*) at a highly modified urban spring with comments on management implications. Submitted to Herpetological Conservation and Biology.

Biagas, T.D., A.S. Hall, A.L. Ritzer, and B.A. Pierce. 2012. Time of day does not affect detection in visual-encounter surveys of a spring-dwelling salamander, *Eurycea naufragia*. The Southwestern Naturalist 57:162–165.

Cardno. Inc. 2020. Nationwide Candidate Conservation Agreement for monarch butterfly on energy and transportation lands— An integrated Candidate Conservation Agreement with Assurances (CCAA) and Candidate Conservation Agreement (CCA). Prepared for The Monarch CCAA/CCA Development Advisory Team and the Energy Resources Center at the University of Illinois at Chicago. Fitchburg, WI.

Chandler, D. S., and J. R. Reddell. 2001. A review of the ant-like litter beetles found in Texas caves (Coleoptera: Staphylinidae: Pselaphinae). *Texas Memorial Museum Speleological Monographs 3*: 115-128.

Chandler, D. S., J. R. Redell, and P. Paquin. 2009. New cave Pselaphinae and records from Texas, with a discussion of the relationships and distributions of the Texas troglobitic Pselaphinae (Coleoptera: Staphylinidae: Pselaphinae). *Texas Memorial Museum Speleological Monographs 7*: 125-140.

Devitt T.J., A.M. Wright, D.C. Cannatella, D.M. Hillis. 2019 Species delimitation in endangered groundwater salamanders: Implications for aquifer management and biodiversity conservation. *Proceedings of the National Academy of Sciences 116*(7): 2624-33.

Gutierrez, A.M., S.T. Guess, and B.A. Pierce. 2018. Within-spring movement of the Georgetown Salamander (*Eurycea naufragia*). Herpetological Conservation and Biology 13:383–390.

Jones, R., Z.C. Adcock, and K. White. (*in review*). Natural History Note. *Eurycea naufragia* predation. Submitted to Herpetological Review.

McEntire, K.D. and B.A. Pierce. 2015. *Eurycea naufragia* (Georgetown Salamander) behavior. Herpetological Review 46:409.

Pierce, B.A., and D.R. Gonzalez. 2019. Frequency and ecology of tail loss in populations of the Georgetown Salamander (*Eurycea naufragia*). Journal of Herpetology 53:81–86.

Pierce, B.A., J.L. Christiansen, A.L. Ritzer, and T.A. Jones. 2010. Ecology of Georgetown salamanders (*Eurycea naufragia*) within the flow of a spring. The Southwestern Naturalist 55:291–297.

Pierce, B.A., K.D. McEntire, and A.E. Wall. 2014. Population size, movement, and reproduction of the Georgetown Salamander, *Eurycea naufragia*. Herpetological Conservation and Biology 9:137–145.

SWCA Environmental Consultants; Smith, Robertson, Elliott, Glen, Klein & Bell, LLP; Prime Strategies Inc., Texas Perspectives, Inc. 2008. Williamson County Regional Habitat Conservation Plan. Prepared for the Williamson County Conservation Foundation and The Honorable Lisa Berkman.

Torre, M. (2019, January 18). *Austin growing by 35 people a day, Hays and WilCo growing by 120*. KEYE. https://cbsaustin.com/news/local/austin-growing-by-35-people-a-day-hays-and-wilco-growing-by-120.

TWDB. 2021. Edwards (Balcones Fault Zone) Aquifer— Interactive map. Available online at: https://www.twdb.texas.gov/groundwater/aquifer/majors/edwards-bfz.asp Accessed February 2021.

U.S. Fish and Wildlife Service. 2011. Karst invertebrate habitat requirements. https://www.fws.gov/southwest/es/Documents/R2ES/Bexar_RP_Habitat_module.pdf Austin Ecological Field Services Office. Austin, Texas.

U.S. Fish and Wildlife Service (USFWS). 1994. Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas. Albuquerque, New Mexico. 154 pp.

U.S. Fish and Wildlife Service (USFWS). 2013. Endangered and threatened wildlife and plants; determination of endangered species status for the Austin Blind salamander and threatened species status for the Jollyville Plateau salamander throughout their ranges; final rule. Federal Register 78:51278–51326.

USFWS. 2014. Endangered and threatened wildlife and plants; determination of threatened species status for the Georgetown Salamander and Salado Salamander through their ranges; final rule. Federal Register 79:10236-10293.

USFWS. 2018. Tooth Cave Spider (*Tayshaneta myopica=Neoleptoneta myopica*) 5-Year Review: Summary and Evaluation. Austin Ecological Services Field Office. Austin, Texas.

USFWS and National Marine Fisheries Service (NMFS). 2016. Habitat conservation planning and incidental take permit processing handbook. Washington, D.C.

U.S. Forest Service (USFS). 2020. Monarch Butterfly Migration and Overwintering. https://www.fs.fed.us/wildflowers/pollinators/Monarch_Butterfly/migration/index.shtml. Accessed June, 2020.

Van Kampen-Lewis, S., and K. White. 2019. Preserve Descriptions of Land Maintained by the Williamson County Conservation Foundation under the Williamson County Regional Habitat Conservation Plan. Prepared for the Williamson County Conservation Foundation.

Wall, A.E., Z.C. Adcock, R. Jones, K. White. 2020. Natural History Note. *Eurycea naufragia* morphology. Herpetological Review 51(1):93.

Commissioners Court - Regular Session **19.**

Meeting Date: 10/19/2021

Insurance Policy General Star Special Risk

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the acquisition of a General Star Special Risk Plus Physicians and Surgeons Professional Liability Policy under RFP Contract #1904-308, through Lee Insurance Agency in relation to psychiatric medical services to be performed by Dr. Ghulam Khan, MD, as an independent contractor, at the Williamson County Jail, with such policy having an annual premium of $20,843.35.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Invoice General Start Special Risk

Form Review

Form Started By: Becky Pruitt Started On: 10/14/2021 01:23 PM

Final Approval Date: 10/14/2021

LEE INSURANCE AGENCY
EST. 1952

8727 FM 1960 Rd E
Humble, TX 77346
Phone: (281) 812-8400

Invoice # 2185	Page 1 of 1
Account Number	Date
WILLCOU-01	10/4/2021
BALANCE DUE ON	
10/10/2021	
AMOUNT PAID	Amount Due
	$20,843.35

Malea Schmitt
Williamson County
100 Wilco Way Suite HR101
Georgetown, TX 78626

Professional Liability PolicyNumber: IJG932250 Effective: 10/10/2021 to 10/10/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
56549	10/10/2021	10/10/2021	NEWB	Professional Liability for Dr. Ghulam Khan, MD	$19,365.00
56550	10/10/2021	10/10/2021	PFEE	Policy Fee for Professional Liability	$500.00
56551	10/10/2021	10/10/2021	SLTX	Surplus Lines State Tax for Professional Liability	$963.45
56552	10/10/2021	10/10/2021	SLFE	Stamping Fee for Professional Liability	$14.90

Total Invoice Balance: $20,843.35

Payment due upon receipt of invoice.

Commissioners Court - Regular Session **20.**

Meeting Date: 10/19/2021

Insurance Policy General Star Special Risk

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the acquisition of a General Star Special Risk Plus Physicians and Surgeons Professional Liability Policy under RFP Contract #1904-308, through Lee Insurance Agency in relation to medical services to be performed by Dr. Adam Barta, MD, as an independent contractor, at the Williamson County Jail, with such policy having an annual premium of $50,689.27.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Invoice General Start Special Risk

Form Review

Form Started By: Becky Pruitt Started On: 10/14/2021 01:25 PM

Final Approval Date: 10/14/2021

LEE INSURANCE AGENCY
EST. 1952

8727 FM 1960 Rd E
Humble, TX 77346
Phone: (281) 812-8400

Invoice # 2184	Page 1 of 1
Account Number	Date
WILLCOU-01	10/4/2021
BALANCE DUE ON	
10/1/2021	
AMOUNT PAID	Amount Due
	$50,689.27

Malea Schmitt
Williamson County
100 Wilco Way Suite HR101
Georgetown, TX 78626

Professional Liability PolicyNumber: IJG932249 Effective: 10/1/2021 to 10/1/2022

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
56545	10/1/2021	10/1/2021	NEWB	Professional Liability for Dr. Adam Barta, MD	$47,810.00
56546	10/1/2021	10/1/2021	PFEE	Policy Fee for Professional Liability	$500.00
56547	10/1/2021	10/1/2021	SLTX	Surplus Lines State Tax for Professional Liability	$2,343.04
56548	10/1/2021	10/1/2021	SLFE	Stamping Fee for Professional Liability	$36.23

Total Invoice Balance: $50,689.27

Payment due upon receipt of invoice.

Commissioners Court - Regular Session **21.**

Meeting Date: 10/19/2021

WCCHD Lic Ags

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on four License Agreements between the Williamson County and Cities Health District (WCCHD) and Williamson County, Texas relating to the establishment, maintenance, operation and use by the District of the County's facilities located at 355 Texas Ave, Round Rock, TX; 115 W 6th St. Taylor, TX; 100 W. 3rd St. Georgetown, TX; and 350 Discovery Blvd #102 Cedar Park, TX.

Background

These License Agreements formalize the understandings and agreements of the parties in relation to the terms and conditions of the establishment, maintenance, operation and use by the District of the County's facilities. These agreements also enable the District to obtain needed certifications from third party entities for operation of the District.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License Agreement - Georgetown

License Agreement - Taylor

License Agreement - Cedar Park

License Agreement - Round Rock

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/07/2021 01:45 PM
Form Started By: Hal Hawes		Started On: 10/07/2021 10:23 AM
Final Approval Date: 10/07/2021		

LICENSE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

This License Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the "District"), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. District and County are herein referred to as the "Parties."

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS. the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County grants to the District a revocable license to use the real property located at 100 W. 3rd St. Georgetown, TX 78626 (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this License Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this License Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, DISTRICT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE FACILITIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE LICENSE AGREEMENT OF THE FACILITIES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". DISTRICT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT DISTRICT TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

7. TERMINATION AND SUSPENSION

7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to District.

7.3 District has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to County.

8. COUNTY'S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's administrator and property manager. The County's administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the District.

County's License Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provide and perform under this License Agreement, District shall contact:

Williamson County Facilities
3101 S. E. Inner Loop

Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Executive Director
Derrick L. Neal (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 1st day of September, 2021, and executed by its authorized representative.

DISTRICT

By: Derrick L. Neal

Printed Name: Derrick Neal

Title: Executive Director

Date Signed: 10/7/2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the License Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the License Agreement provisions, the License Agreement provisions shall prevail.

LICENSE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

This License Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the "District"), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. District and County are herein referred to as the "Parties."

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS. the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County grants to the District a revocable license to use the real property located at 115 W 6th St. Taylor, TX 76574 (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this License Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this License Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, DISTRICT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE FACILITIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE LICENSE AGREEMENT OF THE FACILITIES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". DISTRICT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT DISTRICT TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

7. TERMINATION AND SUSPENSION

7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to District.

7.3 District has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to County.

8. COUNTY'S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's administrator and property manager. The County's administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the District.

County's License Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provide and perform under this License Agreement, District shall contact:

Williamson County Facilities
3101 S. E. Inner Loop

Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Executive Director
Derrick L. Neal (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 1st day of September, 20 21, and executed by its authorized representative.

DISTRICT

By: Derrick L. Neal

Printed Name: Derrick Neal

Title: Executive Director

Date Signed: 10/7/2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the License Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the License Agreement provisions, the License Agreement provisions shall prevail.

LICENSE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

This License Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the "District"), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. District and County are herein referred to as the "Parties."

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS. the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County grants to the District a revocable license to use the real property located at 350 Discovery Blvd #102 Cedar Park, TX 78613 (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection.

4.4 To warrant and defend District in the enjoyment and peaceful possession of the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this License Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this License Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, DISTRICT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE FACILITIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE LICENSE AGREEMENT OF THE FACILITIES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". DISTRICT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT DISTRICT TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

7. TERMINATION AND SUSPENSION

7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to District.

7.3 District has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to County.

8. COUNTY'S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's administrator and property manager. The County's administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the District.

County's License Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provide and perform under this License Agreement, District shall contact:

Williamson County Facilities
3101 S. E. Inner Loop

Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Executive Director
Derrick L. Neal (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 1st day of September, 20 21, and executed by its authorized representative.

DISTRICT

By: Derrick L. Neal

Printed Name: Derrick Neal

Title: Executive Director

Date Signed: 10/7/2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the License Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the License Agreement provisions, the License Agreement provisions shall prevail.

LICENSE AGREEMENT
BETWEEN THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND
WILLIAMSON COUNTY
FOR USE OF CERTAIN COUNTY REAL PROPERTY

This License Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (hereinafter referred to as the "District"), a public health district established under Chapter 121 of the Texas Health and Safety Code, and WILLIAMSON COUNTY (hereinafter referred to as the "County"), a political subdivision of the State of Texas. District and County are herein referred to as the "Parties."

WHEREAS, the Local Public Health Reorganization Act, now codified in Chapter 121 of the Texas Health and Safety code, authorizes the establishment of public health districts for the purpose of providing and furnishing public health programs for County residents; and

WHEREAS, in 1989, the Williamson County Health department was reorganized as a Chapter 121 Public Health district by Williamson County and the cities of Cedar Park, Georgetown, Round Rock and Taylor (the "Members") and re-designated as the Williamson County & Cities Health District; and

WHEREAS. the Members have entered into an amended Cooperative Agreement regarding the operation of the District on April 27, 2007, and later amended in 2021 pursuant to an Amended and Restated Cooperative Agreement; and

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows the County and the District to contract with one another to perform governmental functions and services; and

WHEREAS, the Parties desire to contract with each other for the use of certain herein described real property related to the establishment, maintenance, and operation of the District; and

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial, serves a public purpose and is not detrimental to the Parties;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The

provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. PURPOSE

2.1 The Parties recognize the importance and need for a program to provide and furnish public health programs for County residents. In furtherance of the Parties' provision and furnishing of such public health programs and in consideration of the public purpose related thereto, County grants permission to the District to use the real property identified herein as facilities where activities related to the District can be conducted.

3. TERM

3.1 The initial term of this Agreement shall be for five (5) years from the effective date hereof. After that initial term, this Agreement may be renewed for successive terms of three (3) years each with such renewals to occur on or before the expiration date of the preceding term, and with such renewals being absolutely conditioned upon the express written agreement of the Parties. Such renewals are permitted only provided the District has performed each and every contractual obligation specified in this Agreement.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 7 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 7 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. OBLIGATIONS OF COUNTY

4.1 The County grants to the District a revocable license to use the real property located at 355 Texas Ave, Round Rock, 78664 (the "Facilities") for the conduct of activities related to the District.

4.2 The County will provide routine maintenance and repairs as currently arranged through the Williamson County Facilities Maintenance Division. The District may submit to County requests to review remodel or large repair relating to the Facilities and the County will consider such requests through its periodic Capital Improvements Plan process; provided, however, County reserves the sole discretion on decisions to fund or provide any such remodeling or large repairs to the Facilities.

4.3 In consideration of the public purpose achieved through District's use of the Facilities, County shall be responsible for arranging and paying for janitorial services and utility services required in and to the Facilities. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection. District agrees to maintain payment of costs and fees for telephone and internet ("fiber") services to the Facilities in accordance with District usage.

4.4 To warrant and defend District in the enjoyment and peaceful possession of

the Facilities during the aforesaid term.

4.5 If the Facilities are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, County will have the right to render the Facilities tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Facilities, or for any other delay occasioned by conditions beyond the control of County. If the Facilities are not rendered tenantable within that time, County will have the right to terminate this License Agreement by written notice to District.

4.6 To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

4.7 At County's expense, perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system.

5. OBLIGATIONS OF DISTRICT

5.1 District shall conform to all requirements of the Code of Ordinances of any city in which a Facility is located, as currently existing and as may be amended in future, relating to the use, operation and maintenance of the Facilities.

5.2 If any portion of the Facilities breaks down or for any cause ceases to function properly, the District will notify the County through the County's work order system to request a repair and coordinate needed repairs and associated costs.

5.3 District shall be responsible for all furnishings and equipment of the Facilities, including, but not limited to, ensuring compliance with all applicable local, Federal and State regulations, including, but not limited to, the ADA.

5.4 If this Agreement is terminated by District for cause or convenience under the provisions of Section 7 herein, then District shall immediately restore the Facilities to the condition that it existed in just prior to execution of this Agreement.

5.5 Maintain at all times during any term of this License Agreement, at District's cost, broad coverage fire and casualty insurance on its property and to provide County with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. District's property will not be covered by any hazard insurance that may be carried by County. The District assumes the risk of loss on all contents of the Facilities owned by the District, excluding the building structures and improvements owned by the County.

5.6 To use the Facilities in a careful and proper manner for the express purpose of providing and furnishing public health programs for Williamson County residents; to commit or permit no waste or damages to the Facilities; or to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

5.7 To comply with the Rules and Regulations attached hereto as Attachment

5.8 To prohibit and refrain from engaging or in allowing any use of the Facilities that will increase County's premiums for insurance on the building without the express written consent of County.

5.9 To make no alterations in or additions or improvements to the Facilities or maintain signs advertising the District on the Facilities without, in each case, obtaining the written consent of County.

5.10 To permit County to enter, inspect, and make such repairs to the Facilities as County may reasonably desire, at all reasonable times.

5.11 To maintain the routine hours of operation of 7:00 AM to 6:00 PM, Monday through Friday, and District access for special events, outreach services, and emergency response activities permitted 24 hours per day and all 365 days of the year. In the event the District's operating days and hours cause County to incur additional maintenance and janitorial costs, District shall be obligated to reimburse the County for such additional costs.

6. LIABILITY, IMMUNITY AND LIMITATION OF WARRANTIES

6.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6.2 The provisions of Article VI of the Cooperative Agreement, entitled Liability and Immunity, are fully and totally incorporated in this Agreement.

6.3 LIMITATIONS OF WARRANTIES. DISTRICT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE FACILITIES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE FACILITIES, (C) THE SUITABILITY OF THE FACILITIES FOR ANY AND ALL ACTIVITIES AND USES WHICH DISTRICT MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE FACILITIES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITIES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE FACILITIES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE FACILITIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS

AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE FACILITIES, DISTRICT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE FACILITIES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE FACILITIES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

DISTRICT FURTHER ACKNOWLEDGES AND AGREES THAT THE LICENSE AGREEMENT OF THE FACILITIES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". DISTRICT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT DISTRICT TO USE THE FACILITIES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

7. TERMINATION AND SUSPENSION

7.1 County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to District.

7.2 In the event of any default or breach by District, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to District.

7.3 District has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred eighty (180) days' written notice to County.

8. COUNTY'S ADMINISTRATOR AND PROPERTY MANAGER; NOTICE

8.1 The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's administrator and property manager. The County's administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the District.

County's License Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provide and perform under this License Agreement, District shall contact:

Williamson County Facilities
3101 S. E. Inner Loop

Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

8.2 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

District

Attention: WCCHD Executive Director
Derrick L. Neal (or successor)
355 Texas Ave.
Round Rock, Texas 78664

Williamson County

Attention: Williamson County Judge
Bill Gravell, Jr. (or successor)
710 Main Street, Suite 101
Georgetown, Texas 78626

9. DISPUTE RESOLUTION

9.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, District and County shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

9.2 District and County hereby expressly agree that no claims or disputes between the Parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

10. MISCELLANEOUS PROVISIONS

10.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

10.2 No Other Relationship. Each Party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

10.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

10.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

10.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

10.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

10.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

10.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

10.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or sublease any part of the Facilities without first obtaining the written consent of the other Party.

10.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that District shall have the right to terminate this Agreement at the end of any District fiscal year if the governing body of District does not appropriate sufficient funds as determined by District's budget for the fiscal year in question. District may affect such termination by giving County written notice of termination at the end of its then-current fiscal year.

10.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

10.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

10.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

10.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

10.16 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third Party. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

10.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

10.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

(signatures on the following page)

APPROVED by the Williamson County Board of Health for the Williamson County and Cities Health District, in its meeting held on the 1st day of September, 20 21, and executed by its authorized representative.

DISTRICT

By: Derrick L. Neal

Printed Name: Derrick Neal

Title: Executive Director

Date Signed: 10/7/2021

APPROVED by the Commissioners Court of Williamson County in its meeting held on the _____ day of _____, 20___, and executed by its authorized representative.

WILLIAMSON COUNTY

By: _____
Bill Gravell, Jr., County Judge

Date Signed: _____

Attachment 1

RULES AND REGULATIONS

1. District and District's employees shall not loiter in any common area adjoining the Facilities nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Facilities. They shall use the same only as passageways to and from their respective work areas.

2. District shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Facilities without prior written consent from County. District shall keep all sidewalk areas in, on and around the Facilities clean and free of debris. District shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Facilities. District may install window treatment inside the Facilities such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Facilities. District also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. District shall not do anything in the Facilities, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Facilities or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. District shall not use any machinery in the Facilities (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Facilities.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Facilities.

8. District nor District's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other Districts or those having business with them, nor bring into nor keep within the Facilities any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the License Agreement, District shall have no right to place an antenna on the roof or exterior walls of the Facilities. District is not allowed on the roof nor may District place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by District in the receptacles near the Facilities provided by District for that purpose.

11. District shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Facilities except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Facilities by District. Hazardous chemicals are not prohibited on the Property. District shall cooperate with County and all other Districts so that the common areas adjoining the Facilities may be kept in a clean and orderly condition and free of obstructions.

12. District shall not overburden the parking facilities and shall cooperate with County and other users in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among the users of the parking facilities.

13. District shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Facilities.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Facilities, and for the preservation of good order therein, as well as for the convenience of other occupants and users of premises adjoining the Facilities. County shall not be responsible to District or any other person for the non-observance or violation of the rules and regulations by any other user or other person. District shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the Facilities.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the License Agreement provisions, the License Agreement provisions shall prevail.

Commissioners Court - Regular Session **22.**

Meeting Date: 10/19/2021

Mo'Mix Performance Center Reporting Software Subscription

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Mo'mix Performance Center Reporting Software annual subscription covering the term of October 2021 – September 2022 for the annual amount of $82,110.00 pursuant to BuyBoard Contract #579-19.

Background

This approval of this subscription supports the County Auditors Office for Mo'mix Performance Center Reporting Software. These tools provide business intelligence and transparency reporting, analytics and dashboard tools for financial, purchasing and performance reporting. The subscription order form is attached covering the term of 10/1/2021-9/30/2022. Department contact is Julie Kiley. This expenditure will be charged to 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Order Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 11:07 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:18 AM
Form Started By: Erica Smith		Started On: 10/04/2021 10:25 AM
Final Approval Date: 10/14/2021		

MO'MIX PERFORMANCE CENTER SERVICES RENEWAL ORDER FORM

Customer Name: **WILLIAMSON COUNTY**
Customer Address: Main Street Georgetown, TX 78626

Date: October 1, 2021 Term 12 months

Mo'mix Certified Buyboard Contract: Technology Equip, Supplies, Software, Telecommunications Products, Asset Disposal/Recovery Contract # 579-19

Product and Services	Annual Subscription 2020-2021	One-time Implementation
Business Intelligence Products	$54,285	-0-
Performance Center Financial Intelligence		
Performance Center Procurement Intelligence		
Performance Center Project Intelligence		
Performance Center Asset Intelligence		
MyGovCenter Annual Subscription	$27,825	
Total Due	**$82,110**	

Renewals: Subscriptions renew annually.

Terms: This order is governed by the terms of the Subscription Services Agreement between the parties, which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations and discussions regarding this subject matter. Only a signed writing of the parties may amend this order.

Updates: Updates and enhancements to the release in use by the County will be provided under the subscription service at no additional charge.

Williamson County, TX	**Mo'mix Solutions, Inc.**
By: _____	By: _____
Name: _____	Name: Erin Latham_____
Title: _____	Title: President_____
Date:_____	Date: **9-16-2021** _____

Commissioners Court - Regular Session **23.**

Meeting Date: 10/19/2021

Furball Venue Agreement

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Marriott International, Inc. d/b/a Sheraton Austin Georgetown Hotel & Conference Center and Williamson County for venue and catering services in the amount of $12,000.00 and authorizing execution of the agreement.

Background

Approval of this item will support the mission of the Williamson County Regional Animal Shelter (WCRAS). The WCRAS hosts an annual Furball event. The Furball event is a fundraising gala, the largest event of the year for the shelter, that raises funds for the Jail to Jobs program. This program has been a success in its inaugural year at the shelter. The event requires a venue, and food and beverage services to host 300 participants for the fundraising efforts. Three quotes were obtained for this purchase. Attached are the Sheraton Group Sales Agreement and Williamson County Addendum. Department contacts are Misty Valenta and Linda Gunter. This expenditure will be charged to 0546.0546.003670.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sheraton Group Sales Agreement

Williamson County Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 09:56 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:15 AM
Form Started By: Erica Smith		Started On: 09/24/2021 11:49 AM
Final Approval Date: 10/14/2021		

SHERATON

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Austin Georgetown Hotel & Conference Center, 1101 Woodlawn Avenue, Georgetown, TX, 78628, (737) 444-2700 and Williamson County Animal Shelter.

ORGANIZATION:	Williamson County Animal Shelter
CONTACT:	
Name:	April Peiffer
Job Title:	Community Programs Coordinator
Street Address:	1101 Woodlawn Ave
City, State, Postal Code:	1855 SE Inner Loop Georgetown, TX 78626
Country/Region:	USA
Phone Number:	(512) 748-3187
E-mail Address:	april.peiffer@wilco.org
NAME OF EVENT:	Wilco Fur Ball 2022
REFERENCE #:	[redacted]
OFFICIAL PROGRAM DATES:	Saturday, 11/05/2022

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Williamson County Animal Shelter, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Function Space
11/05/2022	Sat	8:00 AM	6:00 PM	Set Up	Rounds of 10	1	TBD (guaranteed minimum of 8,000 sq. ft.)
11/05/2022	Sat	6:00 PM	11:00 PM	Dinner	Rounds of 10	300	TBD (guaranteed minimum of 8,000 sq. ft.)

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 25%) in effect on the date(s) of the event. Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Williamson County Animal Shelter with the following special concessions:

- Reduced food & beverage minimum of $12,000
- Complimentary stage (based on hotel inventory) and parking for event attendees (based on availability)
- Complimentary linenless tables, chairs, china, cloth napkins, and votive candles
- Complimentary signage directing attendees to event space
- Dedicated events specialist to be at your service throughout the planning process
- Discounted beer, wine and liquor drink tickets at rate of $7 each (plus tax and service charge)
- Discounted plated three course dinner menu at reduced rate of $45 per person (plus tax & service charge) to include:
    - Chef's choice plated salad
    - Chef's choice plated chicken entrée with starch and vegetable
    - Chef's choice plated dessert
    - Warm freshly baked rustic rolls & sweet butter
    - Iced tea, ice water, Starbucks® regular and decaffeinated coffee, assorted Tazo® teas and condiments

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

MASTER ACCOUNT
Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT
Full prepayment of the estimated Master Account charges must be received by November 2, 2021.

PAYMENT BY CREDIT CARD OR COMPANY CHECK
If Williamson County Animal Shelter wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Williamson County Animal Shelter shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Williamson County Animal Shelter.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

ADVANCE PAYMENT
An advance payment of $250 will be required in order to hold arrangements on a definite basis. This advance payment is due on August 27, 2021 and will be credited toward the Master Account.

ADVANCE PAYMENT SCHEDULE
The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
$250	August 27, 2021
$3,750	July 8, 2022
$4,000	September 9, 2022
$4,000	October 7, 2022
Remaining estimated balance	November 2, 2022

All Deposits are subject to cancellation fees. Payments are to be made by check, approved credit card or cash. If payment is made within 30 days of event, payment must be made by cashier's check, approved credit card or cash. Additionally, a Credit Card Agreement will be required to guarantee above deposits and payment of any additional charges incurred during the Event. There may be a Credit Card Hold of $1,000.00 for any additional charges incurred during the event. If no additional expense is incurred, the credit card hold will be released after billing has been reviewed by the accounting department.

NO EXHIBITS
Hotel understands Williamson County Animal Shelter's program does not involve the use of exhibits or display material.

DAMAGE TO FUNCTION SPACE
Williamson County Animal Shelter agrees to pay for any damage to the function space that occurs while Williamson County Animal Shelter is using it. Williamson County Animal Shelter will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Williamson County Animal Shelter and its attendees.

FACILITY FEES
Based on Williamson County Animal Shelter's requirements, Hotel's function space fees would be $10,000. Based upon the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT
Williamson County Animal Shelter agrees to a minimum banquet food and beverage revenue of $12,000, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). If the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, fifty percent (50%) of the difference will be posted to the Master Account. Hotel will confirm the food and beverage prices 30 days prior to Williamson County

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Animal Shelter's arrival date. Williamson County Animal Shelter shall provide Hotel with no less than 72 hours prior to the first scheduled function advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

OUTSIDE FOOD AND BEVERAGE POLICY
All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION
Williamson County Animal Shelter agrees that it will provide a Minimum Banquet Food and Beverage Revenue of $12,000 (exclusive of applicable service charges and taxes) for the Event.

In the event of a group cancellation occurring from the Date of this Agreement to four (4) business days prior to the Event(s), liquidated damages in the amount of forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation within three (3) business days of the Event(s), liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue and Total Meeting Room Rental will be due, plus applicable taxes.

CANCELLATION
The payment made by Williamson County Animal Shelter at the time of Cancellation will be reduced by any previously paid non-refundable deposit.

IMPOSSIBILITY
The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW
This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Williamson County Animal Shelter agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT
Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Williamson County Animal Shelter will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES
The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

DISPUTE RESOLUTION
In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE
Williamson County Animal Shelter understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS
This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at http://www.marriott.com/about/privacy.mi) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Williamson County Animal Shelter will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Williamson County Animal Shelter's needs. If such special setups or extraordinary formats are requested, Hotel will present Williamson County Animal Shelter two (2) alternatives: (1) charging Williamson County Animal Shelter the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Encore is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Encore's equipment and expertise, a fee of $1,000 will be charged if Williamson County Animal Shelter selects such a provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Williamson County Animal Shelter requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Williamson County Animal Shelter wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Williamson County Animal Shelter must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Williamson County Animal Shelter, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Williamson County Animal Shelter will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Williamson County Animal Shelter may use or request to be used at the Hotel.

TAX EXEMPTIONS

If Williamson County Animal Shelter maintains tax exempt status, Williamson County Animal Shelter must provide Hotel with a valid tax exemption certificate(s) by October 1, 2022 in order to be exempt from tax charges. Group acknowledges that individual attendees do not qualify for tax exemptions.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Williamson County Animal Shelter has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____
*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number_____

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at https://www.marriott.com/loyalty/terms/default.mi and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

ACCEPTANCE

When presented by the Hotel to Williamson County Animal Shelter, this document is an invitation by the Hotel to Williamson County Animal Shelter to make an offer. Upon signature by Williamson County Animal Shelter, this document will be an offer by Williamson County Animal Shelter. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Williamson County Animal Shelter at any time prior to Williamson County Animal Shelter's execution of this document, the outlined format and dates will be held by the Hotel for Williamson County Animal Shelter on a first-option basis until August 27, 2021. If Williamson County Animal Shelter cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Williamson County Animal Shelter and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Williamson County Animal Shelter:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Kristin Sisk-McAllister

Title: Catering Sales Executive

Signature: _____

Date: _____

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR SHERATON GROUP SALES AGREEMENT
(Fur Ball Event)
(Marriott International, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds and are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "Williamson County Animal Shelter" or "The County" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Marriott International, Inc. d/b/a Sheraton Austin Georgetown Hotel & Conference Center** (hereinafter "Hotel" or "Marriott" or "Sheraton"). The County agrees to engage Hotel as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents and Resolving Conflicting Terms: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Hotel Group Sales Agreement for Event on 11/5/22;
B. This Williamson County Addendum; and
C. Any required insurance certificates.

Due to the fact that this Agreement involves expenditures of public monies, any conflicting terms in the contract documents will be resolved with Williamson County's terms and conditions taking precedence.

II.

No Agency Relationship: It is understood and agreed that Hotel shall not in any sense be considered a partner or joint venturer with The County, nor shall Hotel hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Hotel shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Hotel or failure to act relating to the services being provided.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in the contract relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

IV.

Compliance with All Laws: The County and Hotel agree to and will comply with any and all local, state or federal laws with respect to the services rendered under this Agreement.

V.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Right to Audit: Hotel agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Hotel which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Hotel agrees that The County shall have access during normal working hours to all necessary Hotel facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Hotel reasonable advance notice of intended audits. In no circumstances will Hotel be required to create or maintain documents not kept in the ordinary course of Hotel' business operations, nor will Hotel be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this contract. The parties expressly agree and acknowledge that The County does not agree to arbitration or waiver of right to trial by jury.

VIII.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

IX.

Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be *to the extent authorized under Texas law* and shall follow Texas law without modifying the County's rights.

X.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of The County.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	HOTEL:
_____	_____
Authorized Signature	Authorized Signature
Date:_____, 2021	Date: 9/30, 2021

Commissioners Court - Regular Session **24.**

Meeting Date: 10/19/2021

Orphan Kitten Grant Request

Submitted For: Misty Valenta **Submitted By:** Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the care of shelter kittens from the Orphan Kitten Club.

Background

During the months of spring through early fall, the Williamson County Regional Animal Shelter receives an increased number of cats and kittens. This particular grant, if awarded, would provide increased medical diagnostics for young kittens and temporary, seasonal help to care for the cats and kittens. If awarded in full, this grant would fund $25,000 worth of diagnostics and care.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Orphan Kitten Grant

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:50 AM
Form Started By: Misty Valenta		Started On: 10/13/2021 02:03 PM
Final Approval Date: 10/14/2021		

Grant Title/Project Name:	Orphan Kitten Club
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	512-943-3597
Start Date:	10/14/2021
End Date:	10/14/2022
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	This grant is to sustain and increase the lifesaving of the influx of cats and kittens the shelter takes in during the spring and summer months. The Orphan Kitten Club asks that we thank them on social media for their grant.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	$25,000.00
Please provide a breakdown of the total cost above.	Ten medical sample collecting tools at $14.99 per, which totals $149.90. 171 medical diagnostic tests at $31 per, which totals $5301. Two season kitten care specialists with a combined budget of $19,532.02.
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours	

and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If “yes” how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they available for use?	na
How is this item request different from any similar assets currently in the County and/or region?	na
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	This would provide additional care that the shelter cannot currently provide.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	na
Where will the item be stored?	Cat Health Technican Room
What is the useful life of the item?	One kitten season
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	

Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	no
How will this item be funded when the grant ends?	donations or termination of project
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	none
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	none
What is the cost and frequency to maintain/update the additional equipment?	none
What is the impact of this grant application on other internal/county departments?	none
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
ID	80
Version	2.0
Attachments	False
Created	10/13/2021 1:51 PM
Created By	Misty Valenta
Modified	10/13/2021 1:53 PM
Modified By	Misty Valenta

Commissioners Court - Regular Session **25.**

Meeting Date: 10/19/2021

Sharp Electronics Corp. Copier Lease Agreement for Justice of the Peace Precinct 1

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corp. for one (1) copy machine for the Justice of the Peace Precinct 1 office for a monthly fee of $138.51 plus overages, pursuant to the DIR-CPO-4433 contract.

Background

The approval of this new lease agreement will benefit the Justice of the Peace Precinct 1 office (JP1) with a new copy machine. The JP1 office currently has two copiers and this new one will replace both of those. The monthly dollar amount is $138.51 and included in the agreement is 4,000 copies a month with overages to be charged at $.0069 each, delivery, installation, training, professional services, parts, labor and toner. This agreement is for 48 months. The department point of contact is Raven McGuffin. The line item expenditure is 01.0100.0451.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP 1 Sharp Electronics Agreement

DIR agreement and docs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 10:13 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:16 AM
Form Started By: Mary Watson		Started On: 09/30/2021 04:21 PM
Final Approval Date: 10/14/2021		

SHARP
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	**SHARP Electronics Corp.; C/O Sharp Business Systems**
Address:	**100 Paragon Drive, Box Q**
City, State Zip	**Montvale, NJ 07645**

Date: 05/03/21

Quote# [redacted]

Customer Name/Invoice Address:	**Delivery Address:**
Williamson County	**Williamson County**
JP Pct #1	**JP Pct #1**
1801 E. Old Settlers Blvd., Ste. 100	**1801 E. Old Settlers Blvd., Ste. 100**
Round Rock, TX 78664	**Round Rock, TX 78664**

Contact Name	Geneva Salazar	**Phone:**	512-244-8691
		E-Mail:	geneva.salazar@wilco.org
Sharp Business Systems, M.D. Leonard		**Quoting Dealer:**	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MDleonard 05/03/21		**Installing Dealer:**	Sharp Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description			Unit Price / Mo.
1	**Sharp MX-M6071; Networked Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE26N, Stand with (2) X addt'l 550 Sheet Drawers (Total of 3 Paper Drawers plus 100 sheet Bypass Tray) MX-TU16, Center Exit Tray **INCLUDES: 4,000 Copies/mo.; overages @ $0.0069 ea.** **Delivery, Intallation, Training, Professional Services, Parts, Labor, and Toner.**			$138.51
State of Texas DIR-CPO-4433 48 Month Lease			**Monthly Total**	**$138.51**

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Sharp Electronics Corporation
DIR-CPO-4433 Appendix C, Pricing Index (per Amendment 5)

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

Managed Print Services, Network Devices, Non-network Devices				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Volume Band M5	Sharp Black & White MFD	105-PPM High speed monochrome digital document system	MX-M1055	74.31%
Volume Band M5	Sharp Black & White MFD	120-PPM High speed monochrome digital document system	MX-M1205	73.84%
Volume Band M1	Sharp Black & White MFD	26 PPM B&W Workgroup Document System	MX-M2651	68.79%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3071	73.29%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3551	74.77%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3571	73.92%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4051	75.25%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4071	76.19%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5051	74.09%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5071	74.51%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6051	72.76%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6071	76.23%
Volume Band M4	Sharp Black & White MFD	75 PPM Monochrome Workgroup Document System	MX-M7570	78.25%
Volume Band M5	Sharp Black & White MFD	90-PPM High speed monochrome digital document system	MX-M905	75.31%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W - Desktop B/W Document System	MX-B376W	68.47%
Volume Band M2	Sharp Black & White MFD	45 PPM B&W - Desktop B/W Document System	MX-B476W	69.30%
Volume Band C1	Sharp Color MFD	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	MX-2651	69.80%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3071	74.86%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3551	74.16%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3571	74.65%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4051	76.80%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4071	77.03%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5051	74.98%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5071	78.23%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6051	73.56%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6071	74.44%
Volume Band C3	Sharp Color MFD	75/70 PPM B&W / Color - High Speed Color Document System	MX-7081	73.41%
Volume Band C3	Sharp Color MFD	70 PPM B&W / Color - High Speed Color Document System	MX-7090N	68.16%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8081	73.82%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8090N	69.58%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B351PL	49.33%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B352P	53.75%
Volume Band M3	Sharp Black & White MFD	55 PPM Desktop Monochrome Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-B557F	71.00%
Non- MFD	Sharp Black & White Printer	55 PPM Desktop Monochrome Printer	MX-B557P	70.08%
Non- MFD	Sharp Black & White Printer	70 PPM Desktop Monochrome Printer	MX-B707P	70.92%
Volume Band C2	Sharp Color MFD	35 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C357F	69.68%
Volume Band C2	Sharp Color MFD	40 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	40 PPM Desktop Color Printer	MX-C407P	69.04%
Volume Band C2	Sharp Color MFD	50 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C507F	70.87%
Non- MFD	Sharp Color Printer	50 PPM Desktop Color Printer	MX-C507P	70.03%
Non- MFD	Sharp Color Printer	60 PPM Desktop Color Printer	MX-C607P	70.80%
Volume Band M2	Sharp Black & White MFD	42 PPM Monochrome Multi-Function Ducument	MX-B427W	66.91%
Non- MFD	Sharp Black & White Printer	42 PPM Monochrome Printer	MX-B427PW	65.80%
Volume Band M2	Sharp Black & White MFD	46 PPM Monochrome Multi-Function Document	MX-B467F	68.43%
Non- MFD	Sharp Black & White Printer	46 PPM Monochrome Printer	MX-B467P	67.39%
Accessories				
CATEGORY		**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER/SKU**	**Discount % off MSRP**
Power Filter		15 AMP Power Filter	AR-D5133NT	26.55%
Power Filter		20 AMP Power Filter	AR-D5143NT	30.80%
Other		Stamp Unit	AR-SU1	55.33%
Stand		Deluxe Copier Cabinet	MX-25ABD	54.24%
Stand		Deluxe Copier Cabinet	MX-60ABD	49.58%
Connectivity		Sharp OSA Application Communication Module	MX-AMX2L	47.52%
Connectivity		Sharp OSA External Accounting Module	MX-AMX3L	48.39%
Other		Plockmatic Booklet Maker	MX-BM50	53.15%
Other		Business Card Feeder	MX-BTX1	58.73%
Other		Paper Cart	MX-CA10	60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
Other		Plockmatic Cover Feeder	MX-CF50	52.22%
Paper Drawer		500 Sheet Paper Feed Unit	MX-CS11	63.79%
Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33%
Paper Drawer		1 x 550 Sheet Paper Feed Desk Unit	MX-DE25N	66.69%
Paper Drawer		2 x 550 Sheet Paper Feed Desk Unit	MX-DE26N	69.34%
Paper Drawer		3 x 550 Sheet Paper Feed Desk Unit	MX-DE27N	67.44%

Paper Drawer	550+2100 Sheet Tandem Paper Drawer	MX-DE28N	64.62%
Paper Drawer	1 x 550-sheet Paper Drawer	MX-DE29N	66.69%
Stand	Base Plate	MX-DS13	54.09%
Stand	Stackable Cabinet	MX-DS14	51.79%
Stand	Stand High	MX-DS22N	53.95%
Stand	Stand Low	MX-DS23N	54.09%
Power Filter	208-240V/20A Next Gen PCS Power Filter	MX-E524ZNT	40.81%
Connectivity	Compact PDF Kit	MX-EB11	50.21%
Connectivity	Mirroring Kit	MX-EB15	60.41%
Connectivity	Wireless LAN Adaptor	MX-EB18	49.63%
Connectivity	Compact PDF Compression Kit	MX-EB19L	50.21%
Connectivity	OCR Expansion Kit	MX-EB20L	55.00%
Other	Multi-folding Unit	MX-FD10	59.85%
Other	Plockmatic Square Folder	MX-FD50	53.00%
Finisher	Inner Finisher	MX-FN12	61.20%
Finisher	50 Sheet Staple Finisher	MX-FN19	53.79%
Finisher	50 Sheet Staple/15 Sheet Saddle Stitch Finisher	MX-FN20	54.86%
Finisher	100-sheet Staple Finisher	MX-FN21	59.81%
Finisher	100-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN22	60.08%
Finisher	50-sheet Staple Finisher	MX-FN24	59.64%
Finisher	50-sheet Staple/15-sheet Saddle Stitch Finisher	MX-FN25	60.03%
Finisher	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	MX-FN27N	70.82%
Finisher	1K Stacking Finisher	MX-FN28	58.69%
Finisher	1K Saddle Finisher	MX-FN29	58.02%
Finisher	3K Stacking Finisher	MX-FN30	56.30%
Finisher	3K Saddle Finisher	MX-FN31	57.12%
Finisher	Inner Finisher (30 sheet staple 300 sheet stack)	MX-FN32	61.20%
Finisher	Inner Finisher	MX-FN33	71.78%
Finisher	3K Stacking 65-sheet Staple Finisher	MX-FN34	56.30%
Finisher	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN35	57.12%
Security	Data Security Kit	MX-FR53U	48.01%
Security	Data Security Kit	MX-FR54U	48.01%
Security	Data Security Kit	MX-FR55U	48.02%
Security	Data Security Kit	MX-FR58U	48.02%
Security	Data Security Kit	MX-FR60U	42.34%
Security	Data Security Kit	MX-FR61U	42.17%
Security	Data Security Kit	MX-FR62U	42.17%
Security	Data Security Kit	MX-FR63U	42.17%
Security	Data Security Kit	MX-FR64U	42.34%
Fax	Internet Fax Kit	MX-FWX1L	62.91%
Fax	Facsimile Expansion Kit	MX-FX15	76.86%
Other	3-Hole Die Set	MX-GBC03	51.84%
Other	11-Hole VeloBind Set	MX-GBC11	52.17%
Other	19-Hole CombBind Die Set	MX-GBC19	52.17%
Other	21-Hole WireBind Die Set	MX-GBC21	52.17%
Other	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	44-Hole Color Coil Die Set	MX-GBC44	52.17%
Other	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC51	52.80%
Other	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC52	52.77%
Other	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC53	52.26%
Other	GBC SmartPunch ProTM	MX-GBCX2	50.79%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette	MX-LC12	57.20%
Large Capacity Paper Drawer	5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-LC13N	60.40%
Large Capacity Paper Drawer	3,000 Sheet Large Capacity Tray	MX-LC17N	65.80%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette (Letter)	MX-LC18	65.80%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-LC19	56.98%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-LCX3N	56.98%
Other	Long Paper Tray (For use with Banner Paper)	MX-LT10	60.30%
Other	100 Sheet Multi- Bypass Tray	MX-MF10	82.11%
Other	500 Sheet Multi- Bypass Tray	MX-MF11	58.61%
Other	100 Sheet Multi- Bypass Tray	MX-MFX1	82.11%
Other	Plockmatic Interface Kit	MX-PCB50	53.35%
Other	Fiery Print Server	MX-PE11	56.09%
Other	Fiery Print Server	MX-PE12	56.14%
Other	External Fiery Color Print Server	MX-PE13	64.49%
Other	Embedded Fiery Color Print Server	MX-PE14	63.28%
Other	EFI Auto Trapping	MX-PEAT12	51.52%
Other	Fiery Central	MX-PECE1	53.18%
Other	Fiery Central 1-year Software Maintenance and Support Agreement	MX-PECEM	53.46%
Other	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement	MX-PECPM	53.49%
Other	Fiery Color Profiler Suite	MX-PECPS1	52.73%
Other	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-PECPSP	52.94%
Other	Fiery Compose Software	MX-PEFC	51.76%
Other	Fiery Impose Software	MX-PEFIS	52.75%
Other	Fiery Graphic Arts Package, Premium Edition Software	MX-PEGAP	53.22%
Other	EFI Removable HDD Kit	MX-PEHD11	52.51%
Other	Fiery Removable Hard Disk Drive	MX-PEHD13	52.08%
Other	EFI Hot Folders	MX-PEHF12	51.52%
Other	Fiery Impose + Fiery Compose Software Bundle	MX-PEIC	52.88%
Other	Image Viewer (B/W)	MX-PEIVB	52.75%
Other	Fiery JobFlow Software	MX-PEJF1	53.16%
Other	Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-PEJFM	53.46%
Other	Fiery JobMaster + Fiery Impose Software Bundle	MX-PEJI1	53.18%
Other	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement	MX-PEJIM	53.46%
Other	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	MX-PEJM1	53.06%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA)	MX-PEJMM	53.50%
Other	Centralized Workstation wiith 22" monitor, wireless keyboard and mouse	MX-PENXGL	52.90%
Other	Premium Centralized Workstation wiith 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	MX-PENXLS	53.07%
Other	EFI Productivity Package Software	MX-PEPP12	53.11%
Other	EFI Spot On	MX-PESO12	51.52%
Other	EFI ES-2000 Spectrophotometer	MX-PESP	52.08%
Other	Bar Code Font Kit	MX-PF10	57.92%
Connectivity	Post Script Expansion Kit	MX-PK13L	78.24%
Hole Punch	Punch Unit	MX-PN12B	55.04%
Hole Punch	3-Hole Punch Unit	MX-PN13B	56.83%
Hole Punch	3-Hole Punch Unit	MX-PN14B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN15B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN16B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PNX4B	56.40%
Connectivity	Direct Print Expansion Kit	MX-PU10L	55.63%
Connectivity	XPS Expansion Kit	MX-PUX1L	54.99%
Other	Fiery Interface board	MX-PX11	58.49%
Other	Fiery Interface board	MX-PX12	59.21%
Other	Fiery Interface Kit	MX-PX13	58.49%
Other	Paper pass unit for machine	MX-RB12N	52.54%
Other	Relay Unit	MX-RB13	60.21%
Other	Relay Unit	MX-RB14	60.21%
Other	Curl Correction Unit	MX-RB15	60.21%
Other	LCT Mounting Kit	MX-RB16	61.15%
Other	LCT Tandem Connecting Kit	MX-RB17	60.65%
Other	Curl Correction Unit	MX-RB18	60.21%
Other	Paper Pass Unit	MX-RB24	52.05%
Other	Paper Pass Unit	MX-RB25N	52.05%
Other	Paper Pass Unit	MX-RB26	52.05%
Other	Curl Correction Unit	MX-RB27	60.21%
Other	Status Indicator	MX-SL10N	60.74%
Other	5000-sheet High Capacity Stacker	MX-ST10	61.05%
Other	Trimmer Unit	MX-TM10	59.72%
Other	Plockmatic Trimmer	MX-TM50	53.00%
Tray	Right Side Exit Tray	MX-TR14	61.34%
Tray	Exit Tray Unit (right side)	MX-TR19N	50.99%
Tray	Job Separator	MX-TR20	51.27%
Tray	Right Side Exit Tray	MX-TR21	50.99%
Tray	Center Exit Tray	MX-TU14	60.30%
Tray	Center Exit Tray	MX-TU15	47.89%
Tray	Center Exit Tray Unit	MX-TU16	47.89%
Other	Utility Table	MX-UT10	50.99%
Other	Anti Tip Kit	MX-XB19	53.35%
Other	Plockmatic Rail Unit	MX-XB50	53.35%
Paper Drawer	550 sheet paper feeder	DX-CS11	53.80%
Paper Drawer	550-Sheet Tray (C607P)	MX-CS16	72.30%
Paper Drawer	550-Sheet Tray C407F, C507F, C507P	MX-CS17	72.30%
Paper Drawer	550-Sheet Tray (C357F, C407P)	MX-CS18	72.35%
Paper Drawer	2,200-Sheet Tray (C607P)	MX-CS19	72.13%
Paper Drawer	650-Sheet Duo Tray (C357F, C407P)	MX-CS20	72.35%
Paper Drawer	250-Sheet Tray (B557P, B707P)	MX-CS21	72.50%
Paper Drawer	550-Sheet Tray (B557F)	MX-CS22	72.13%
Paper Drawer	550-Sheet Tray (B557P, B707P)	MX-CS23	72.47%
Paper Drawer	2,100-Sheet Tray (B557F)	MX-CS24	72.21%
Paper Drawer	2,100-Sheet Tray (B557P, B707P)	MX-CS25	72.19%
Finisher	Inline Staple Finisher (C607P)	MX-FN37	72.41%
Finisher	Staple Finisher (B557F, B557P, B707P)	MX-FN38	72.61%
Finisher	Staple, Hole Punch Finisher (B557F, B557P, B707P)	MX-FN39	72.05%
Other	4-Bin Mailbox (B557F, B557P, B707P)	MX-MS10	72.61%
Other	Output Expander (B557P, B707P)	MX-TR22	72.47%
Other	High Capacity Output Expander (B557P, B707P)	MX-TR23	72.40%
Other	Fiery Automation 5 Year Subscription	MX-PEAM5Y	53.47%
Paper Drawer	550-Sheet Tray (B427W, B427PW)	MX-CS26	72.16%
Paper Drawer	250-Sheet Tray (B467F, B467P)	MX-CS27	73.05%
Paper Drawer	550-Sheet Tray (B467F, B467P)	MX-CS28	72.92%

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCELLANEOUS / OTHER

SUBCATEGORY	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Black & White	$0.0091
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Color	$0.0546
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-3051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Black & White	$0.0089

Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-4071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-6071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M2651 Cost per Copy Charge-Black & White	$0.0080
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M3551 Cost per Copy Charge-Black &	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3571 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5051 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5071 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6051 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6071 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M7570 Cost per Copy Charge-Black & White	$0.0058
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M905 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1055 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1205 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B376W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B476W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B351PL Cost per Copy Charge-Black & White	$0.0246
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B352P Cost per Copy Charge-Black & White	$0.0161
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557F Cost per Copy Charge-Black & White	$0.0107

Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557P Cost per Copy Charge- - Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-B707P Cost per Copy Charge- Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-C507P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Black & White	$0.0161
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427W Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427PW Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467F Cost per Copy Charge - Black & White	$0.0127
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467P Cost per Copy Charge - Black & White	$0.0127
Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price				
MANAGED PRINT SERVICES	**SUBCATEGORY**	**PRODUCT PART NUMBER/SKU**	**PRODUCT DESCRIPTION**	**Discount % off MSRP**
Managed Print Services and Network Devices, Non-Network Devices and Related Services	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%
Enterprise Content Management Products, Software, Services, and Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Software	Kayleigh Job Accounting (per MFP)	Track Print activities, set usuage limits, cost recovery	MX-SW310	49.78%
Software	Kayleigh Pull Print Option (per MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	Kayleigh Client Billing Option (per MFP)	cost recovery; track activities & cost; optimize printing resources for organization	MX-SW312	56.43%
Software	Single Embedded License - Includes Remote Installation, Training + 1yr Support	Single Embedded License - Includes Remote Installation, Training + 1yr Support	PCMF-SINGLEMFP	35.48%
Software	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	PCMF-SINGLEMFP-ADD-ON	35.48%
Software	2 Years of Additional Software Support Per MFP	2 Years of Additional Software Support Per MFP	PCMF-2YR-Support	35.57%
Software	Proximity Card Reader	Proximity Card Reader	PCMF-CRDRDR	35.53%
Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Price**
Related Services	Equipment Relocation	Relocation Fees	RELOCATION FEE	$350.00 + $1 per mile or actual freight charges
Related Services	Additional Training Session Fee	Additional Hourly End-User Training	TRAINING FEE	$125.00 per hour
Related Services	Network Services per hour	Network Services	n/a	$201.50 per hour
Related Services	Additonal Advanced / IT Training Cost by hours	Additonal Advanced / IT Training Cost by hours	n/a	$125.94 per hour
Related Services	Professional Services per hour	Professional Services	n/a	$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per hour	Additional End-User taining on Device and/or software	n/a	$125.94 per hour
Related Services	After hours technical phone support per hour	After hours technical phone support	n/a	$125.94 per hour

Sharp Electronics Corporation
DIR-CPO-4433 Appendix D Service Level Agreement

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4433 (Contract) and this Service Level Agreement (SLA or Agreement) with Sharp Electronics Corporation (Sharp) describes the support services provided by Sharp to eligible DIR Customers. In the event of a conflict between DIR Contract Number DIR-CPO-4433 and this Agreement, the DIR Contract will govern.

I. Equipment Performance

Equipment Downtime shall be computed from the time Sharp is notified of Equipment failure until the time in which the Equipment is fully operational.

Equipment Downtime due to lack of consumable Supplies *is not acceptable*.

Sharp will guarantee that the fleet of Devices for each DIR Customer will be operational at least 96% of the time, during Normal Business Hours.

Sharp will provide daily communication to the DIR Customer regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on backorder.

II. Preventative Maintenance

Sharp will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

III. Repair Parts

Sharp will guarantee the availability of repair parts for a minimum of five (5) years after the DIR Customer's Acceptance of any Device.

All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting contract, will conform to Manufacturer specifications.

Sharp will be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

Repair parts will be new. The replaced part is the property of the Customer and Sharp shall, first, offer the replaced part to the Customer.

IV. Service Zones

Sharp will adhere to the following Service Call Response Times based on the distance Sharp's authorized service provider's Base Location is from the DIR Customer:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Sharp arriving at the DIR Customer's location, with the following exception:

Sharp may charge different rates according to each Service Zone, in accordance with Appendix C Pricing Index.

V. Service Logs

Sharp will maintain a Service Log which describes the maintenance and repair Services provided for each Device.

A no-cost copy of Service logs/reports will be provided to the DIR Customer, within three (3) Business Days of a request by the Customer.

VI. Meter Read Invoicing

In order for Sharp to generate accurate invoices, DIR Customer shall provide meter reads within the Awarded Vendor(s) agreed timeframe.

Proper meter read information is required by the 20th of the following month for accurate service invoicing.

The Customer shall provide written notice of any such alleged invoicing issue and Sharp will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the DIR Customer will not be assessed any late fees for failure to submit payment by the invoice due date.

VII. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment. Sharp may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Sharp may charge DIR Customers a mutually agreed upon price for special rigging in the event a DIR Customer's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Awarded Vendor and DIR Customer prior to any Equipment relocation in Zone 1.

Sharp may charge for any fees incurred due to tolls.

Moves must be performed within thirty (30) calendar days of the DIR Customer's request. Request may be verbal or written, but Sharp must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the DIR Customer within three (3) Business Days of request. In the event that there will be a delay in these Services, Sharp shall communicate with the DIR Customer and agree on a mutually beneficial timeframe.

VIII. Reporting

Sharp will provide periodic reporting to all DIR Customers upon request. The reports shall be provided on a quarterly basis, or at the discretion of the DIR Customer.

The report shall include the following:

- Up-time percentage (%) per fleet of Devices;
- Number of Service Calls placed;
- Response Time per Device;
- Dates that Preventative Maintenance was performed, if applicable;
- Hours of end-user training performed; and
- Estimated end of Useful Life per Device, based on current usage.

The report may include, but not be limited to, the following:

- Location of Devices;
- Click usage per Device; and
- EPEAT certification level of each Device

IX. Escalation Procedure

A multi-tiered approach to account management enables Sharp to provide an excellent problem resolution process and response time. Customer support starts at the Government Account Executive level. Jack Coons is ultimately responsible for all problem resolution. As the "quarterback" for the account, Jack will work closely with management and the Sharp Customer Support Team to ensure that issues are resolved quickly and efficiently.

The problem resolution process for service and maintenance, including escalation is described below.

Service Call required:

- Local key operator should call the local servicing Sharp location, (this will be provided on the label on the front of the copier).
- Local key operator will provide the service dispatcher the Sharp model number and equipment Serial Number.
- The Service Dispatcher will confirm the address and location of the equipment.
- The Service Dispatcher will ask for the name of the caller and the phone number.
- The Service Dispatcher will ask for details, if possible, regarding the problem. At the same time, the Dispatcher will try to solve any operational problems by phone.

If the problem cannot be solved, then a service call will be made. Local key operator will get a Service ID number. The technician will then call the end user and notify that the call has been received and will provide the estimated time of arrival. The technician will also discuss the problem with the end user and obtain information as to the condition of the equipment (i.e., is the equipment operable or is it totally down?). In many cases, the technician can walk the end user through the problem, such as a jam, and get the equipment up and running quickly. The technician will then, upon arrival, make the necessary adjustments to the equipment.

Once the necessary repairs have been completed, the technician will report back to the end user or Local Key Operator that made call with the status of the copier.

X. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Sharp, then Sharp will provide the DIR Customer with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable

XI. End-User Training

An initial, no charge, on-site, one-hour training session for each Device, will be offered by Sharp for all non-desktop Products placed at each DIR Customer's location. For drop-shipped or desktop Products, Sharp will offer an initial, one-hour, no charge, web-based, or on-line training session.

If DIR Customer elects to exercise the training option, then Sharp will provide the training within ten (10) Business Days of DIR Customer's request.

Sharp may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to order placement.

Sharp will provide on-site or off-site operational training to designated DIR Customer personnel until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to Order placement.

Sharp will provide product literature, user-manuals, and access to on-line resources, at no charge to DIR Customer.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. <u>Rent Payments</u>.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Amendment Number 1
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number 1 to Contract Number DIR-CPO-4433 ("Contract") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C – Pricing Index (per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on file

Name: Mike Marusic

Title: President and CEO

Date: September 23, 2019

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

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: September 25, 2019

Office of General Counsel: Initials on file September 24, 2019

Amendment Number 2
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **2** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 1),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 2)**, as attached.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 8/11/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/12/2020

Office of General Counsel: Mark Howard 8/11/2020

Amendment Number 3
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **3** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 2),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 3)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 11/5/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2020

Office of General Counsel: MH 11/18/2020

Amendment Number 4
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **4** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 1/25/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/28/2021

Office of General Counsel: M. H 1/28/2021

Amendment Number 5
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **5** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 4),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 5)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 5, then Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 3/25/2021

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

Authorized By: Signature on File

Name Hershel Becker

Title: Chief Procurement Officer

Date: 3/29/2021

Office of General Counsel: M. H. 3/26/2021

Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

Table of Contents

1. INTRODUCTION 1

1.1. Purpose 1

1.2. Background 1
1.2.1 Information Technology Acquisition 1
1.2.2 Texas Government Code, Section 2157.068 2
1.2.3 Cost Avoidance Performance Measures 3
1.2.4 Cost Recovery 3
1.2.5 Historical Sales 3
1.2.6 Current Contracts 3
1.2.7 E-Rate ..... **Error! Bookmark not defined.**
1.2.8 Exclusions 4

2. VENDOR INFORMATION SYSTEM (VIS) PORTAL - BIDSTAMP 5

2.1. Solicitation Response Requirement 5

2.2. VIS Account Request Process 5

3. SCOPE 5

3.1. Products 5
3.1.1 Pricing 16

3.2. Related Services 19

3.3. Emerging Technologies 19

3.4. Threshold and SOW Requirements 19

3.5. Electronic and Information Resources (EIR) Accessibility 20

3.6. Form of Contract 20
3.6.1 Sample Contract and Terms Negotiation 20
3.6.2 Proposed Changes and Exceptions 21

4. GENERAL INFORMATION 21

4.1. Point of Contact 21

4.2. Contact with DIR Staff 22

4.3. Anticipated Schedule 22
4.3.1 RFO Schedule 22
4.3.2 Vendor Conference 22

4.3.3 Written Questions and Official Answers 23

4.4. Historically Underutilized Businesses 23
4.4.1 HUB Subcontracting Plan 24
4.4.2 HUB Continuing Performance 24
4.4.3 HUB Resources Available 24

4.5. Vendor Qualifications 25
4.5.1 Authorized Vendors 25
4.5.2 Federal Requirements 25
4.5.3 Vendor Performance and Debarment 26
4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures 26

4.6. Response Deadline and Submission Requirements 26
4.6.1 Official Timepiece 26

4.7. Response Format and Contents 26
4.7.1 Mandatory Response Contents 27
4.7.2 References 28
4.7.3 Accessibility of Electronic Response Documents 28

4.8. Rejection of Responses 28

4.9. Right to Amend or Withdraw RFO 28

4.10. Ownership of Responses 29

4.11. Public Information 29

5. EVALUATION, NEGOTIATIONS, AND AWARD 29

5.1. Evaluation of Responses 29

5.2. Evaluation Criteria 29
5.2.1 Pass/Fail Criteria 29
5.2.2 Weighted Evaluation Criteria 30

5.3. Oral Presentations, Best and Final Offer 30

5.4. Negotiations 30

5.5. Award of Contract 30

5.6. Vendor Protest Procedures 31

Exhibit A – Vendor Information Form

Exhibit B – Vendor History and Experience

Exhibit C – Contract Marketing and Support Plan

Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan

1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

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 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards 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 Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products 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 best 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; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; 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 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product 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/Device 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.

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 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 (FY) 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.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	**$1,969,587,916.75**	**$1,893,601,003.97**	**$1,807,846,260.33**

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately $7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	$121,968.06	$346,801.81	$609,869.07
Higher Ed	$4,919,693.19	$9,794,501.36	$9,302,583.49
K-12	$20,589,834.65	$31,613,469.11	$29,841,450.84
Local Government	$6,325,757.18	$12,076,426.32	$15,501,442.22
Out of State	$609,430.60	$4,114,099.87	$4,345,551.03
State Agency	$6,026,025.34	$5,659,844.47	$10,555,206.85
Total:	**$38,592,709.02**	**$63,605,142.94**	**$70,156,103.50**

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	$9,520,797.09	$6,103,336.06	$10,433,536.03

Enterprise Content Management (ECM) Products**,** Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

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

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via DIR's Applications Portal, and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:
DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other** pricing.

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
  Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.

- Change Management
  A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.

- Implementation and Project Management
  Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.

- Support Services for Output Devices Owned or Leased by Customer
  Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.

- Procurement and Support Services for Output Devices provided by Vendor
  Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.

- Maintenance
  Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services
  Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202 (Link: Texas Administrative Code). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services
  Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services
  Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract**.

- Asset Tracking
  Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes/Returns
  Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

  Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at https://comptroller.texas.gov/about/holidays.php (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

  Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refresher/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

  Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

  For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

  Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- End of Engagement/Transition Plan
  Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.

- Additional Services/Emerging Technologies
  Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.

- Pooling and Overages
  Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology		Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)		Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)			Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)			Selective laser melting (SLM)
	Digital Light Processing (DLP)			Selective heat sintering (SHS)
Type	**Technology**		**Type**	**Technology**
Wire	Electron Beam Freeform Fabrication (EBF3)			Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)			

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer's prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor's facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§ 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA). In addition, Vendors must also support Customer's processes for managing records' lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – Gov't Code 441.180-205 and rules 13 TAC 6
- Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)		Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)		Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC §202.26 or §202.76, as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver "best in class" Customer Service. Vendor's Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/ imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
    - document conversion;
    - records management and storage;
    - information governance;
    - transactional content management;
    - social content management;
    - online channel optimization; and
    - infrastructure content management.
    - Software as a Service for video, mobility, social, and cloud platforms.
    - Digital Asset Management
    - Archiving
    - Imaging
    - Business Process Management
    - Records Management
    - Document Management
    - Web Content Management

3.1.1 Pricing

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 related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2** - **BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.

    - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest".** Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
    - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
    - Document Imaging (**DIS**)
    - Enterprise Content Management (**ECM**)

  NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter **"MPS"**, **"DIS"** or **"ECM"** in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
    - BRAND
    - Product Number/SKU
    - MSRP
    - Discount % off MSRP
    - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
  - Managed Print Services, Network Devices, Non-Network Devices
    - Service Level Agreement "SLA Project/SOW"
    - Related Services
    - Accessories
    - Miscellaneous/Other

- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
  - Document Imaging
    - Miscellaneous/Other

- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
  - Enterprise Content Management
    - Related Services
    - Miscellaneous/Other

  Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. 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.

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

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel©) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

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

3.3. Emerging Technologies

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 DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
$50,000.01 to $1,000,000,00	Three (or all DIR Vendors in a category with less than three vendors)
$1,000,000.01 to $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on DIR's website.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: 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 the **sample** *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, http://www.txsmartbuy.com/sp

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (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 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.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations 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 *Standard Terms and Conditions for Products and Related 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.

4. General Information

4.1. Point of Contact

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

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

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 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.

4.3. Anticipated Schedule

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 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 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/2982423486435590147

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

DIR will provide conference and webinar attendees with an 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://www.txsmartbuy.com/sp. 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 during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. 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.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), http://www.txsmartbuy.com/sp. 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.

4.4. 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 2161.252(b), 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.

4.4.1 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 available in the BidStamp VIS. 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 uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 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.

4.4.3 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.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. 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.

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

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

1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher 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. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

2) Vendor 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. Vendor may also sell directly to Customers. 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. Signed letters of authorization must be submitted on Manufacturer/Publisher letterhead with original signature with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

4.5.2 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.

4.5.3 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://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

4.5.4 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 12 of Exhibit 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 DIR within the past five (5) years;
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 DIR. Disclosure of former state employees may be limited to the last five (5) years; and
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.

4.6. 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 solicitation response due date listed in section 4.3.1. No late responses will be reviewed**. No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 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 electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor.

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

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

1) **Vendor Information – Exhibit 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. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.

2) **Vendor History and Experience - Exhibit B of this RFO**
   Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.

4) **HUB Subcontracting Plan Forms – Exhibit D 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. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 4.4 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 signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) **Product Pricing**
   Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) **Signed letter(s) from the Manufacturer / Publisher,** on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer's / Publisher's products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. 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. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. 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 may 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.

4.9. 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-419 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. 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 RFO 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.

4.10. 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.

4.11. 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.

5. Evaluation, Negotiations, and Award

5.1. 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.

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
    a. A letter grade score of D or F in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
    c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

5.2.2 Weighted Evaluation Criteria

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

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).

5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and 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.

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 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.

5.5. 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 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, 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.

5.6. 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

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit 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) Company Name: _____

2) Comptroller of Public Accounts 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) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:

Fax:
Email:

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

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

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. 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).

11) List below by subsection all exceptions to the *Contract for Product and Services* and *Standard Terms and Conditions for Product and Services Contracts* **in redline form**. You must include the basis of your exceptions 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. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
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.

13) 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.**

14) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

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 Respondent's own program

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

16) 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
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Vendor Information – Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
Manufacturer Letters, Section 4.5.1	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign and upload)	
Pricing Form (BidStamp VIS Portal)	
Accessibility Documentation (PDAA), Section 3.5 RFO Requirement	
Service Agreement(s) *(if applicable)*	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-TSO-TMP-419; 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) To the extent applicable to this scope of this Solicitation, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services offered in the response to this solicitation number DIR-TSO-TMP-419;
iv) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
v) 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;
vi) 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;
vii) 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;
(viii) 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;
(ix) 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;
(x) 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);
(xi) 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;
(xii) 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; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

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

(xvi) 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;

(xvii) 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;

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

(xix) 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

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

(xxi) Respondent certifies that there have been ☐ **yes** / ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response; and

(xxii) Vendor represent and warrant as required by Texas Government Code section 2270.002, by executing this Contract, that Vendor does not, and will not during the term of this Contract, boycott Israel. Vendor further certifies that no subcontractor of the Vendor boycotts Israel, or will boycott Israel during the term of this Contract. Vendor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

*** Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the:

Texas Department of Information Resources
Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit B
Vendor History and Experience

1) Provide a **detailed** history of your company.

2) Provide the number of years your company has sold the products/services proposed in your response to this RFO.

3) Provide the number of years your company has sold the products/services proposed in your response to this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services proposed in your response to 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.

5) 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 the same products/services requested in this RFO.

_____Yes _____No

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

6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the 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.

7) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit C
Contract Marketing and Support Plan

Vendor must provide a 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 the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.

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

3) Provide the projected total sales of the 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.

4) Do you have other existing DIR Contracts? If yes, list those existing DIR contracts, and explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) 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. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Texas Department of Information Resources

DIR-TSO-TMP-419 Bid Package 1
Exhibit D

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

Rev. 2/17

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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB 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 (i.e., employees, supplies, materials and/or equipment), 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

<u>Continuous Contract</u>:** ***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, to include 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.

Rev. 2/17

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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years.	**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 https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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 #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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 do not have a continuous contract* in place for more than five (5) years.	**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 #: DIR-TSO-TMP-419

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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 the attachment.

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

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 the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its 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*, 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 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

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

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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. 2/17

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, §20.285 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 §20.282(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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

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 _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, 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, §20.282(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
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimilie Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
BID PACKAGE 2 - PRICING INDEX

Instructions

CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED BELOW.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
!! IMPORTANT!! For this category only enter "MPS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then add it as a row on the BIDStamp VIS Price Form. Add rows for the lowest-priced product and the highest-price product (if you offer both) in multiple rows for the M1 Volume Band in the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: A product number/SKU must be entered
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 3 - ENTIRE PRODUCT OFFERING - MPS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
TAB 3 - ENTIRE PRODUCT OFFERING - MPS - is not entered in the BidStamp VIS; it is entered in the tab titled "3 - Entire Product Offering - MPS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.

3) **For all Tabs above - Price to DIR Customer shall include all Shipping and Handling or Transport fees.**

4) **For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.**

5) **IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP**

DOCUMENT IMAGING SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
IMPORTANT!! For this category only enter "DIS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a Microfilm (Digital Archive Writer), then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a Microfilm (Digital Archive Writer), then add it as a row on the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: For DIS PRODUCT PART NUMBER/SKU: if Vendor do not have an assigned Product Part Number/SKU, enter "Services". If providing Service/Solution vendor is listed as Manufacture.
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 4 - ENTIRE PRODUCT OFFERING-DIS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
Vendor will provide a MSRP price list of Services/Solutions being proposed
Discount range (e.g., 0% - 99%) is not allowed.

	TAB 4 - ENTIRE PRODUCT OFFERING - DIS - is not entered in the BidStamp VIS; it is entered in the tab titled "4 - Entire Product Offering - DIS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.
3)	For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP

ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES

1)	TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing. DIR has provided Examples, followed by rows below the Examples,which list specific Product Categories for your pricing. IMPORTANT!! For this category only enter "ECM" in the BRAND Column !! IMPORTANT !! PRODUCT PART NUMBER/SKU: A Product Part Number/SKU must be entered Discount range (e.g., 0% - 99%) is not allowed.
2)	TAB 5 - ENTIRE PRODUCT OFFERING - ECM - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Vendor will provide an MSRP and Discount for EACH item that they wish to offer on their contract. If a product is not listed it may NOT be offered on their contract. Discount range (e.g., 0% - 99%) is not allowed. Product/Services detail list Pricing information is not entered in the BidStamp VIS. TAB 5 - ENTIRE PRODUCT OFFERING - ECM - is not entered in the BidStamp VIS; it is entered in the tab titled "5 - Entire Product Offering - ECM" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment. The Entire Product Offering is not entered in the BidStamp VIS; it is entered in "5 - Entire Product Offering - ECM" tab and submitted in BidStamp VIS as an EXCEL spreadsheet in the tab 5 format.
3)	For all Tabs above - Price to DIR Customer shall include all Shipping, Handling and Transport fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP
	TAB 6 - VOLUME DISCOUNT SHEET- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the service must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount. For example: ABC Service, 1-5 Units - 10.00% - (two decimals) ABC Service, 6-10 Units - 20.00% - (two decimals) ABC Service, 10+ Units - 30.00% - (two decimals) All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the tab 6 EXCEL spreadsheet format as an Attachment.

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT make any changes to the format of the grids. Insert additional rows as needed.

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)

CATEGORY	BRAND	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	MANUFACTURER "Y" IF APPLICABLE	RESELLER "Y" IF APPLICABLE	MSRP	Discount % off MSRP	UNIT
Volume Band M1 (Lowest Priced)	MPS	Nonac Copier Black and White	2 x 550 Sheet Paper Cassette, an 100-Sheet Stack Bypass, 512mb RAM, UFR II LT Printing, Network ScanGear, 10/100 Base TX Ethernet, USB 2.0 high speed connectivity and a drum unit	MKS345	Y		$1,000.00	30.00%	Each
Volume Band M3 (Highest Priced)	MPS	Copier Black and White	Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 4 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	DKE476		Y	$2,000.00	35.00%	Each
Volume Band C2 (Lowest Priced)	MPS	Copier Color	Digital Multifunction Copier, Standard Network Print & Scan, Duplexing, 100 Sheet Bypass, 2 x 550 Sheet Cassettes (L,L,L), 9" Wide Color Touch Screen Controlls, Scan to File / USB / Email, RADF, Stand	FIE873	Y		$3,000.00	40.00%	Each

	A	B	C	D	E	F	G	H	I	J
14	Non-MFD	MPS	Scanner	Scanner: Up to 4800 dpi optical resolution; 48 bit internal color depth; 8.5" x 11.7" maximum scan size; easy photo fix technology; advanced digital dust correction; 3-color RGB LEDs, Built-in Kickstand; High-speed usb 2.0 interface; photo scan software; 1 year warranty	JSLE8743	Y		$4,000.00	45.00%	Each
15	Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		$249.66	40.00%	Each
16	Non-MFD (Highest Priced)	MPS	3D Printer	Build Area: 2.36 x 1.77 x 3.94 in. (65 x 40 x 100 mm), XY resolution: 33 microns with patented grayscaling software, footprint: 9 x 9.5 x 24.2 in. (22.86 x 24.13 x 61.5 cm), electrical requirement: 110 VAC @ 3A, weight: 35 lbs (16 kg)	SOW09E		Y	$5,999.00	50.00%	Each
17	Volume Band M1 (Lowest Priced)		Copier Black and White							
18	Volume Band M1 (Highest Priced)		Copier Black and White							
19	Volume Band M3 (Lowest Priced)		Copier Black and White							
20	Volume Band M3 (Highest Priced)		Copier Black and White							
21	Volumen Band M5 (Lowest Priced)		Copier Black and White							
22	Volumen Band M5 (Highest Priced)		Copier Black and White							
23	Volume Band C2 (Lowest Priced)		Copier Color							
24	Volume Band C2 (Highest Priced)		Copier Color							
25	Non-MFD (Lowest Priced)		Facisimilie							
26	Non-MFD (Highest Priced)		Facisimilie							
27	Non-MFD (Lowest Priced)		Scanner							
28	Non-MFD (Highest Priced)		Scanner							
29	Non-MFD (Highest Priced)		3D Printer							
30	Non-MFD (Lowest Priced)		3D Printer							
31	**DOCUMENT IMAGING SERVICES**									
32	**IMPORTANT!! For this category enter "DIS" in the BRAND Column (See Example)**									
33	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
34	Imaging Services	DIS	Black and White Image Capture	Low (200 DPI)	Service	Y		$0.03	20.00%	Per Image
35	Imaging Services	DIS	Black and White Image Capture	High (400 DPI)	Service	Y		$0.04	30.00%	Per Image
36	Imaging Services		Color Image Capture	Medium (300 DPI)						Per Image
37	Imaging Services		Color Image Capture	Preservation >= 600 PPI						Per Image

	A	B	C	D	E	F	G	H	I	J
38	Imaging Services		Index Field - Type 1	Up to 15 Characters						Per Document
39	Imaging Services		Index Field - Type 2	31-45 Characters						Per Document
40	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Image
41	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Roll
42	Imaging Services		Microfilm Conversion	Conversion of microfilm to digital Images						Per Image
43	Imaging Services		Microfiche Conversion	Conversion of microfiche to digital Images						Per Image

	A	B	C	D	E	F	G	H	I	J
44	**ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES**									
45	**IMPORTANT!! For this category enter "ECM" in the BRAND Column (See Example)**									
46	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
47	Software	**ECM**	Digital Enterprise Mid Level Enterprise Content Management Software. Gartner Majic Quadrant rated. The solution can be hosted on premise or in the cloud, depending on the user's needs.	Software is a document management solution (DMS) that is suitable for companies of all sizes and in a wide range of industries such as accounting and financial services, manufacturing and health care.	SOFTWARE123	Y		$6,500.00	25.00%	Perpetual
48	Software	**ECM**	Mary Jane ECM offers integration with Salesforce, which gives users the ability to drag and drop and manage files from either system.	The system is accessible using mobile apps that can be used from a smartphone ot tablet.	TABLET123	Y		$2,000.00	33.00%	Annual Term
49	Software									
50	Software									
51	Software									

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - ENTIRE PRODUCT OFFERING MPS

You should list every product that will be offered on a contract. If it is not listed here it will not be included in the contract. BE SURE TO DETAIL YOUR PRODUCT DESCRIPTION.

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

CATEGORY	SUBCATEGORY	MODEL	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Lowest Model)	Copier Black and White	C0989					Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 1 GB Standard Memory (when UK-219 is installed), 50 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 4K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Highest Model)	Copier Black and White	VEA-3823					Includes: PS, PCL, and XPS Controller, 500-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 2 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Lowest Model)	Copier Black and White	BW 7777	$1,500.00	$1,300.00	$1,000.00	$800.00	Includes: PS, PCL, and XPS Controller, 1000-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 6 GB Standard Memory (when UK-419 is installed), 500 GB HDD, Standard USB 2.0 (supports local printing), Four USB 5.0 Host Ports, 12K Starter Toner and 120K Imaging Unit	$45,000.00	15.00%	$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Highest Model)	Copier Black and White	L - 246978	$3,800.00	$2,800.00	$2,300.00	$2,000.00	Digital MFP Copier, Standard Network Print & Scan, LED Print Heads, RADF, 1x530 Sheet Cassette L,L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	$225,000.00	20.00%	$181,350.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Lowest Model)	Copier Color	CL 9999	$2,000.00	$1,050.00	$1,000.00	$900.00	Digital MFP Color Copier, Standard Network Print & Scan, LED Print Head, 1x530 Sheet Cassette St-R to LG, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED, RADF, Duplexing	$100,000.00	25.00%	$75,562.50
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Highest Model)	Copier Color	L - 367894	$4,000.00	$2,100.00	$2,000.00	$1,800.00	Lease of L-36 Base model includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCLc / PCL 6 / PostScript network printing, Scan single-pass dual-sided color scanning, network scanning, 100-sheet doublesided single-pass feeder, auto duplexing, one 500-sheet paper drawer and 100-sheet bypass tray, developer and drum cartridges. Toner cartridges sold separately	$200,000.00	45.00%	$110,825.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	3D Printer	586-3D	$139.58	$93.00	$69.79	$55.83	1 form 2 3D printer, resin tank, build platform, finish kit, per-form software, 1 year warranty.	$3,350.00	20.00%	$2,700.10
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	Scanner	S-7870					SCANNER I1350 DESKTOP SCANNER, Color, Sheet Fed (Flatbed accessory available), 3000 pages per day, 600DPI Optical, 25PPM B&W/Color (1st 10 sheets @ 40PPM), USB 2.0/3.0 , 50 Sheet ADF (A4), EasyTouch & Capture SW, WARRANTY 3YR	$40,000.00	10.00%	$36,270.00

CATEGORY	SUBCATEGORY	BRAND	SKU / PART NUMBER	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: MPS	N/A	Project		Agency Growth Project		40.00%	Per SLA or SOW

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES RELATED SERVICES

RELATED SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
RELATED SERVICES	**EXAMPLE:** Training	N/A	4847		Copier Training per hour	$25.00	40.00%	$15.11
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES ACCESSORIES

ACCESSORIES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
EXAMPLE ACCESSORY	Document Feeder	Nonac	12345	$14.00	$12.00	$10.00	$8.00	Width : 51 mm to 216 mm (2" to 8.5") Length : 89 mm to 356 mm (3.5" to 14.0"), Thickness : 35 to 128g/m² (9 to 32 lb bond), Capacity (80g/m² paper) : 50 sheets or stacked to a height of 6.0 mm (0.2") (including curling)	$895.00	60.00%	$360.69
EXAMPLE ACCESSORY	Power Surge	John Doe Power Surge Co	3857					AMPS 15, Sentury, Plastic, Surge Strip, PN: 100190, Receptacles 6, Surge Suppression: Yes, Length Inches: 12; # OF Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	$95.00	45.00%	$52.64
											$0.00
											$0.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR NAME

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR NAME* (hereinafter "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 of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on December 7, 2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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 Level Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized

SAMPLE

Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, Appendix G, Appendix H, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix H, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may

SAMPLE

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 three quarters of one percent .75%. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

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

SAMPLE

7. Software License, Service and Leasing 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 D 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 D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. rder 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 Level Support 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,

SAMPLE

such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

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 NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of
General Counsel: _____

SAMPLE

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 2
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 3
   H. Proof of Financial Stability 3

5. Intellectual Property Matters 3

   A. Definitions 3
   B. Ownership. 4
   C. Further Actions. 5
   D. Waiver of Moral Rights. 5
   E. Confidentiality. 5
   F. Injunctive Relief 6
   G. Return of Materials Pertaining to Work Product. 6
   H. Vendor License to Use. 6
   I. Third-Party Underlying and Derivative Works. 6
   J. Agreement with Subcontracts. 6
   K. License to Customer. 6
   L. Vendor Development Rights 7

6. Product Terms and Conditions 7

   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) 7
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 7

7. Contract Fulfillment and Promotion 8

A. Service, Sales and Support of the Contract 8
B. Use of Order Fulfillers 8
1) Designation of Order Fulfillers 8
2) Changes in Order Fulfiller List 8
3) Order Fulfiller Pricing to Customer 8
C. Product Warranty and Return Policies 9
D. Customer Site Preparation 9
E. Internet Access to Contract and Pricing Information 9
1) Vendor Webpage 9
2) Accurate and Timely Contract Information 9
3) Webpage Compliance Checks 10
4) Webpage Changes 10
5) Use of Access Data Prohibited 10
6) Responsibility for Content 10
F. DIR Logo 10
G. Vendor and Order Fulfiller Logo 10
H. Trade Show Participation 10
I. Orientation Meeting 11
J. Performance Review Meetings 11
K. DIR Cost Avoidance 11

8. Pricing, Purchase Orders, Invoices, and Payments 11

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 11
B. Customer Discount 11
C. Customer Price 11
D. Shipping and Handling Fees 12
E. Tax-Exempt 12
F. Travel Expense Reimbursement 12
G. Changes to Prices 12
H. Purchase Orders 12
I. Invoices 13
J. Payments 13

9. Contract Administration 13

A. Contract Managers 13
1) State Contract Manager 13
2) Vendor Contract Manager 13
B. Reporting and Administrative Fees 14
1) Reporting Responsibility 14
2) Detailed Monthly Report 14
3) Historically Underutilized Businesses Subcontract Reports 14
4) DIR Administrative Fee 14
5) Accurate and Timely Submission of Reports 15

C. Records and Audit 15
D. Contract Administration Notification 16

10. Vendor Responsibilities 16

A. Indemnification 16
1) INDEPENDENT CONTRACTOR 16
2) ACTS OR OMISSIONS 16
3) INFRINGEMENTS 17
4) PROPERTY DAMAGE 17
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 18
C. Vendor Certifications 18
D. Ability to Conduct Business in Texas 20
E. Equal Opportunity Compliance 20
F. Use of Subcontractors 20
G. Responsibility for Actions 21
H. Confidentiality 21
I. Security of Premises, Equipment, Data and Personnel 21
J. Background and/or Criminal History Investigation 21
K. Limitation of Liability 21
L. Overcharges 22
M. Prohibited Conduct 22
N. Required Insurance Coverage 22
O. Use of State Property 23
P. Immigration 23
Q. Public Disclosure 24
R. Product and/or Services Substitutions 24
S. Secure Erasure of Hard Disk Products and/or Services 24
T. Deceptive Trade Practices; Unfair Business Practices 24
U. Drug Free Workplace Policy 24
V. Accessibility of Public Information 25
W. Vendor Reporting Requirements 25

11. Contract Enforcement 25

A. Enforcement of Contract and Dispute Resolution 25
B. Termination 25
1) Termination for Non-Appropriation 25
2) Absolute Right 26
3) Termination for Convenience 26
4) Termination for Cause 26
5) Immediate Termination or Suspension 27
6) Customer Rights Under Termination 27
7) Vendor or Order Fulfiller Rights Under Termination 27
C. Force Majeure 27

12. Notification 28

A. Notices 28
B. Handling of Written Complaints 28

13. Captions 28

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

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax 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 for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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) Webpage Compliance Checks

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

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage 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

Vendor and 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

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's 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 no more than two 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 to include reporting requirements. 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 may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. 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 and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the 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.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or 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 Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 identify a specific 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 Vendor and 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. Vendor will provide all required documentation at no cost.

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 are due on the fifteenth (15th) calendar day of the month following the month of the sale. 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 estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

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) The Vendor shall pay an administrative fee 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. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) 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.

c) 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 Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

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 seven (7) 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, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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) Prior to 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) 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;

(xii) 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;

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

(xiv) 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;

(xv) under Section 2155.006, and Section 2261.053, Texas 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;

(xvi) 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

(xvii) 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; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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 if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Exhibit A to the RFO and/or Section 10.C. (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 the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 the Customer.. 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 have an A rating and a Financial Size Category Class of VII from A.M. Best and are 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 $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. 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; and
d) Waiver of Subrogation

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 PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Security[1]s 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 or other contractual document or relationship 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 or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship 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 ten (10) 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

Appendix F

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and Related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-TSO-XXXX which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix F). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and

Example

any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. <u>Lease</u>.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

Example

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation

Example

of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments

Example

in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated

Example

to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time

Example

period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another

Example

location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of

Example

its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

Example

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an

Example

Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. <u>Representations and Warranties of Lessee</u>.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

Example

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

Example

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will

Example

comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon

Example

the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½ % per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated

Example

damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. <u>Notices and Waivers</u>.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

Example

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that

Example

this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Example

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	

Example

If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		

Example

What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

Example

Appendix G
MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-TSO-XXX, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the

Example

Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

Example

(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR- TSO-XXX on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result

Example

of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule

Example

Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the

Example

Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

Example

(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the

Example

Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination

Example

of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

Example

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a

Example

Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining

Example

Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

Example

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

Example

(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

Example

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of

Example

Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

Example

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through

Example

Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER**. Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii)

Example

repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts

Example

shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, offered to give, and does 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 this MLA and/or any Schedules executed hereunder;

Example

(ii) it 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, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has 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;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it 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,

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

(vii) 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 MLA;

(viii) Lessor 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;

(ix) as of the effective date of the MLA, 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;

(x) to the extent applicable to this scope of this MLA, Lessor 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;

Example

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

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

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has 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.

Example

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

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

Example

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

This Appendix H to DIR Contract Number DIR-TSO-*XXXX* contemplates the economical and timely repair/replacement/ or recovery of multifunctional networked copier equipment that is leased for 48-month or 60-month terms by the Customer (Lessee) from the Vendor (Lessor), for equipment having experienced inoperability, unserviceability, or condition damage that exceeds normal, wear and tear resulting from a declared disaster event ("Event") in the State of Texas. This Agreement is between the Customer and the Vendor and this agreement is not intended as an amendment to any lease agreement.

Monthly leasing prices for the Declared Disaster Equipment Recovery Program may be selected singly, for each piece of leased equipment and shall be identified by serial number. Monthly Declared Disaster Program leasing prices for 48 and 60-months shall be in accordance with DIR Contract Number DIR-TSO-XXXX Appendix C Pricing Index.

A Disaster Declaration is issued by the Governor of the State of Texas. Upon the issuance of a Disaster Declaration Proclamation in accordance with the authority vested by Section 418.014 of the Texas Government Code, *Vendor Name*, and *Customer Name*, in accordance with DIR Contract Number *DIR-TSO-XXXX* will abide by the following Equipment Recovery terms and conditions for property that a) is leased under DIR-TSO-*XXXX* in accordance with the Declared Disaster monthly pricing option, b) is documented as having been previously installed and operating for a minimum period of _____ months at the same location within a Texas county that is designated in the Disaster Declaration, c) having had no more than _____*(number)* late or outstanding payments during the entire lease term. Invoices that are in current dispute status or which have been in a previous dispute and resolved, do not count toward this (c) requirement.

Definitions

Event Date
The Event Date is the date that the disaster occurred.

Disaster Declaration Proclamation
A Disaster Declaration Proclamation for certain Texas counties affected by a disaster which is issued by the Governor of the State of Texas at https://gov.texas.gov/news/category/proclamation.

Initial Equipment Assessment Date
If the Event requires that an agency official pronounce the property as safe to access, after which the area in which the equipment under this Disaster Agreement is safely accessible, the calendar date that the physical equipment is safely accessible for assessment by Lessee is defined as the Initial Equipment Assessment Date.

Lessee Declared Disaster Service Call
The calendar date that a Maintenance and Support call (to the telephone number provided at the time of equipment installation) is initiated by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call.

Vendor Declared Disaster Service Call
The calendar date that a Maintenance and Support call is received by the Vendor that is identified as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words "Declared Disaster" which shall appear on all documentation thereafter.

Initial Vendor Assessment Date
The calendar date that the Vendor arrives on-site to assess the functionality and operability of each device identified by a Lessee Declared Disaster Service Call. The Vendor should arrive on-site within five (5) calendar days after receiving a Declared Disaster Service Call (excluding the date of the service call).

Recovery Plan
A written Recovery Plan initiated by the Vendor to the Lessee within five (5) calendar days after the Initial Vendor Assessment date. The Recovery Plan must be agreed, in writing, by both parties. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event.

Location

- Event Location – the Location at which the Event/Disaster occurred.
- Temporary Location – A physical location to which the agency has relocated their primary business due to the Disaster Event
- Recovery Location – The physical location to which recovery or remediation of equipment is delivered/installed.

Equipment Recovery/Replacement Terms and Conditions

General

Lessee shall continue submitting monthly lease payments during the time of the non-accessibility, throughout the repair/replacement Recovery (reinstall) process and then throughout the remainder of the lease term. All invoicing and payments shall be handled in accordance with Sections I. and J. of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-*XXXX*.

A Lessee may relocate to a Temporary Location during construction or repairs and may return to the original Event Location, or even to a new permanent location. The Vendor shall accommodate the Lessee in the installation and deinstallation of loaner or new equipment to the Temporary Location and in the final recovery of equipment at the Recovery Location.

Initial Equipment Assessment
Once the premises has officially been determined to be safe to access by an agency Facility or Security official, and the area in which the equipment under this Disaster Agreement is safely accessible, Lessee shall assess the equipment for operability. In order to qualify for this Program, equipment shall be non-functional or inoperable directly resulting from a Declared Disaster Event. In the event that non-operability of equipment is identified and assumed to constitute a Disaster Declaration Event, a Maintenance and Support call (to the telephone number provided at the time of equipment installation) shall be made by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words “Declared Disaster” which shall appear on all documentation thereafter. Lessee should retain the Confirmation Number for use when filing a written Declared Disaster Claim.

Vendor Assessment
Within five (5) calendar working days (exclusive of the date of the call) after the Vendor receives the Declared Disaster Service call, the Vendor shall arrive on-site to assess the functionality and operability of each device covered on the Declared Disaster Equipment Recovery Program.

Recovery Plan

Within five (5) calendar working days after the Vendor Assessment the Vendor shall and present a written Recovery Plan to the Lessee. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event at the earliest possible date, in order to minimize the Lessee's non-functionality equipment status. The Recovery Plan must be agreed, in writing, by both parties.

As each Declared Disaster Event is unique, below are examples for considerations to be made (as applicable):

- Are there facilities/construction repairs to be made as a result of the Event? Must the repairs be made before, or can they be made after equipment replacement?
    - Can the Lessee assist in expediting repairs? If so, how will they assist?
- Consider an interim operational status that will allow the Lessee to continue their business while new equipment or replacement parts/components are being ordered. Can the Vendor offer loaners?
- Where feasible, expedite the shipment of small to medium items (all handling, shipping and transport charges are borne by the Vendor).
- Vendor may consider shipping new or replacement equipment on a first available basis. An initial/temporary Recovery Plan could (stagger) include both loaner and replacement equipment.

At a minimum, equipment recovery shall be restored to a _____ % level within _____ calendar working days of the Initial Vendor on-site Assessment (first) arrival.

Vendor Obligations

All replacement, and new equipment shall be made with equipment that is equal to, or better than, the equipment being replaced.

All pricing for the monthly leased equipment shall be the same as the Declared Disaster pricing. All pricing for the continuance of Maintenance and Support Services shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index throughout the lease term.

All Copy Allowances and Overage charges on the Maintenance and Support Plan shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index.

Vendor is responsible for providing the following *at no cost to the Lessee*:
New and Replacement Equipment costs;
De-installation;
Installation
Parts and components costs;
Packing;
Shipping and Handling charges;
Transport charges and fees;
Labor;
Travel and lodging expenses;

Other Miscellaneous charges and fees associated with the Declared Disaster Equipment Recovery Program.

Lessee Obligations

Lessee shall provide the Vendor access to the premises Monday through Friday (less State Holidays) during normal working hours. If Vendor requests access to the premises during days or times that are outside of normal working hours and Lessee can accommodate without interruption to business, they shall endeavor to accommodate the Vendor.

Whenever Lessee is available to expedite the scheduling of facility or construction services that will impact the equipment recovery process, they shall expedite scheduling in order to allow quicker access by the Vendor.

If the Lessee has relocated their operation to a Temporary Location, and they require that a loaner be provided to this Temporary Location until such a time as the original building is reconstructed/repaired, the Lessee will be obligated to pay the difference in transport charges in excess mileage between the Event Location and the Temporary Location.

Claim

Lessee Claim Obligations

Lessee should initiate the filing of a claim within ten (10) calendar working days of the Initial Vendor Assessment conclusion.

Lessee shall provide a completed Claim consisting of the following documentation. A claim is not considered received until all of the following documentation has been received by the Vendor.

1. Provide documentation of having leased and operated equipment (Lease Agreement) for a minimum period of sixty days or *(enter other)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
2. Submit a Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
3. Complete Claim Form signed by agency head (Director or above).
4. Submit signed Recovery Plan (signed by Lessee and Vendor).

Any costs incurred by the Lessee during the interim of the Disaster Event until the Claim Acceptance Date by the Vendor is not reimbursable.

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

CLAIM FORM

Claim Number (Entered by Vendor) ⟶	
Declared Disaster Service Ticket/Confirmation Number (Entered by Customer/Lessee) ⟶	
Agency/Lessee name	Event/Disaster Date:
Street address	
City / State / ZIP code	
Customer/Lessee POINT OF CONTACT Name	
POINT OF CONTACT Telephone *(area code and number)*	POINT OF CONTACT E-mail

Contract Number:	
Vendor Company Name	
Vendor Point of Contact Name	
Vendor Point of Contact phone *(area code and number)*	Vendor Point of Contact E-mail

Equipment Mfgr and Model	*Equipment Serial Number*	*Equipment COUNTY, Bldg, street, city, state, zip*	*Is Equip inoperable? Yes or No*

Brief Description of Event and Damage

_____

_____

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

_____

_____

_____

Comments/Notes/Additional Information: _____

_____

_____

_____

_____

This Claim Approved by **Agency Director or above**: _____

Must be original, signed signature (not typed)

Type Name _____

Title: _____

Date Signed _____

Attach the following:

1. This claim form, completed and signed
2. Provide documentation of having leased and operated equipment listed above (Lease Agreement) for a minimum period of sixty days or *(enter other as pre-negotiated)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
3. A Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
4. A signed Recovery Plan (signed by Lessee and Vendor).

Bid Package 8

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Vendor References

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. 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: 419docmanagement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* 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 this reference and returned to DIR at 419docmanagement@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 Managed Print Services, Document Imaging or Enterprise Content Management Products and Services

1. Have you purchased any Managed Print Services, Document Imaging or Enterprise Content Management Products or from this Vendor in the past 2 years? 0. __No 1. ___Yes
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 or services provided to you? 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 MPS, Document Imaging or Enterprise Content Management Products and Services or related 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.

Request for Offer DIR-TSO-TMP-419
Bid Package 9

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offeror's will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date:

Name of Product:

Contact for more Information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other		

elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet		

that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Telecommunications products or systems which provide a function		

allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable		

with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall		

be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission,		

regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Self contained products shall be usable by people		

with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and		

restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to		

be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be		

46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.26 Desktop and Portable Computers – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the		

communication needs of end-users with disabilities.		

Return to the top of the page.

Texas Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Bid Package 10

Vendor ICT Accessibility Policy Assessment (PDAA)

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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 Catalog 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.)

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:

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
- 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.

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, 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,

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 **(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 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

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

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

(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:

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

· 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

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

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 (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

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 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

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

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

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

Bid Package 10
DIR-TSO-TMP-419

EXAMPLE

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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.
	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)

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

This Addendum #1 to Request for Offer DIR-TSO-TMP-419

1. Replaces Bid Package 1, Section 4.3.1 RFO schedule extending the RFO response due date and Vendor Reference due date to February 19, 2019 2:00 PM (CT)
2. Replaces Bid Package 1, Section 3.1, Paragraph 43;
3. Replaces first sentence of Bid Package 1, Section 4.7.1;
4. Replace Bid Package 1, Exhibit A Vendor Information, Item 10;
5. Contains questions and answers submitted in writing at the Vendor Pre-Bid Conference and Webinar, and to Carrie Thomas, the Purchasing Point of Contact.
6. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference Sign-In Sheet as an attachment to this Addendum #1; and
7. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference presentation slides as an attachment to this Addendum # 1.

---

1. DIR-TSO-TMP-419 Bid Package 1, Section 4.3.1 RFO Schedule is hereby replaced as follows:

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 19, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 19, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 19, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

2. DIR-TSO-TMP-419 Bid Package 1, Section 3.1 Products, paragraph 43 is hereby replaced with:

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

3. DIR-TSO-TMP-419 Bid Package 1, Section 4.7.1 first sentence is amended as follows: **VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

4. DIR-TSO-TMP-419 Bid Package 1, Exhibit A Vendor Information, Item 10 is hereby replaced with:

10. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies either via the BidStamp VIS Portal or directly via email. Instructions are included in **Bid Package 8**. 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).

Addendum 1

5. **Questions and Official Answers**:

1. Question: Are agencies able to procure digital print services through this vehicle?

Answer: This RFO does not include commercial digital print services. Texas state agencies procure digital printing services through the Comptroller's Statewide Procurement Division State Print Shop Web Portal.

2. Question: Will digital print and, or print mail going to be accepted under this cooperative contract as miscellaneous?

Answer: Print mail services are not included in this RFO. Refer to the Answer to Question 1 above, and Bid Package 1, Section 3. Scope. Print mail services are offered through DIR's Shared Technology Services (STS). STS is currently in the planning phase of a solicitation for **Data Center Services - Print, Mail, and Digitization** due to post in Summer 2019. Please see DIR's Current Contracting Initiatives page for more information.

3. Question: (Pg 6, Section 3.1) The RFO mentions scanning services, referred to as digital imaging and document imaging, and hardware with respect to Managed Print Services, but is silent on actual print services. We understand in the past, agencies used the CCG contract for printing services. Does the RFO consider the use of the contract for printing and/or digital printing services? Digital printing is defined as any printing not using plates to transfer an image or text.

Answer: Printing Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answer to Question 1 above.

4. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for offset printing services, defined as any printing that would use plates to transfer an image or text?

Answer: Offset Printing Services are not included in Bid Package 1, Section 3. Scope.

5. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for agency printing and any associated mail fulfillment services as well?

Answer: Primary Printing Services and Mail Fulfillment Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answers to Questions 1 and 2 above.

Addendum 1

6. **Question:** (Pg 6, Section 3.1; Pg 18 Section 3.1.1.1. Under "The Third Tab", Miscellaneous/ Other) If the answer is yes to any of the three previous questions, please indicate the pricing schedule for these services that DIR would prefer?

   Answer: The answer is No for questions 3, 4, and 5. Refer to the Answers to Questions 3, 4 and 5 above.

7. **Question:** Will the BidStamp VIS System allow multiple people to have an account from the same vendor?

   Answer: Yes, a single Vendor account may have multiple users.

8. **Question:** May multiple people from one company have access to the portal?

   Answer: Multiple users may have access to a single Vendor account.

9. **Question:** Can you partially fill out and log in later to continue?

   Answer: Yes, BidStamp allows Vendors to leave and return to their response to complete up to the due date and time of the response. DIR suggests selecting SAVE in each line item of the BidStamp pricing form before exiting.

10. **Question:** Are scanner manufacturers and software provided by responder considered 3rd party?

    Answer: Third party software is software that is not published by the manufacturer (as in an operating system/manufacturer application).

11. **Question:** Scanner manufacture (i.e. Kodak) and software developers (i.e. Docuware) each considered 3rd party vendors requiring submittal of documents for authorized vendors of these?

    Answers: Refer to the Answer to Question 10 above.

12. **Question:** Will a manufacture certificate be required for third party equipment?

    Answer: Vendors must provide proof that they are an authorized Reseller for each manufacturer's product proposed in their response. Refer to Bid Package 1, Section 4.5.1, 1).

Addendum 1

13. **Question:** General - Do out of state dealers need a letter of authorization to participate on contract?

    Answer: Vendors must be authorized to do business in Texas in order to have a contract with DIR.

14. **Question:** Exhibit B, Question 1, Detailed history, Is there a page limitation?

    Answer: No, use additional pages as needed.

15. **Question:** To make it easier to manage the product list, in other contracts pricing references have been set up with product category discounts. Will this not be the case for this contract? We have to list every single product for each product category that fits the contract?

    Answer: Yes, a complete response will list every product/service offered in Bid Package 2 in the appropriate tab (Entire Offering) and if it does not fall within one of the categories listed/formatted then, it should be offered/listed in the Miscellaneous/Optional category.

16. **Question:** Would you address changes (new ones and removing old ones) as it relates to this contract after contract award?

    Answer: DIR understands that products have a lifecycle. If awarded a contract, Vendor will work with their assigned DIR Contract Manager to edit their product offering on a schedule determined by DIR and Vendor. These scheduled changes may include, but are not limited to replacing obsolete products, adding enhanced or new versions, and deleting products. In addition, DIR will consider changes at the annual optional renewal term or per the emerging technology changes described in Bid Package 1, Section 3.3 Emerging Technologies.

17. **Question:** General Question: Under this contract award is software available as a stand-alone acquisition item to qualified entities or will software solutions only be allowed as an add-on to hardware purchases?

    Answer: Yes, as it relates to Bid Package 1, Section 3. Scope.

Addendum 1

18. **Question:** DIR-TSO-TMP-419- Bid Package 1- RFO- Please confirm that it is the intent of DIR to allow standalone software components on this RFO.

    Answer: Refer to the Answer to Question 17 above.

19. **Question:** Has the Master Operating Lease and or Master Lease been changed from the current lease under contract?

    Answer: DIR has no knowledge of the contract referenced in the question. The Master Operating Lease Agreement and the Master Lease Agreement for this RFO are posted as Bid Package 5 and Bid Package 6, respectively.

20. **Question:** Will DIR allow or add to lease agreement (MLA / MOLA) "Standard $1.00 Out Lease" structured program/option? Note: Customer would have option to transfer title of ownership at end of lease for $1.00.

    Answer: Yes, refer to Bid Package 6, Master Lease Agreement, Section 13. Purchase and Renewal Options; Location and Surrender of Equipment which discusses a Fair Market Value option.

21. **Question:** Will DIR allow or add to leasing agreements (MLA / MOLA) "Tax Exempt Municipal Lease" structured program/option? Note: This would require title of ownership to transfer to customer.

    Answer: Additional terms to the existing MLA or MOLA may be negotiated between the Vendor and customer as long as the proposed term(s) do not diminish DIR contract or DIR MLA/MOLA terms.

22. **Question:** How can we validate you have received the references?

    Answer: You may contact your references or have them cc: you when they submit to DIR.

23. **Question:** Who can we talk to for clarification on cancelled contracts?

    Answer: Questions should go to Carrie Thomas, as stated in section 4.1 of the RFO.

Addendum 1

24. **Question:** All questions submitted pertain to: DIR-TSO-TMP-419. Who can we talk to for clarification on cancelled contracts?

    Answer: Refer to the Answer to Question 23 above.

25. **Question:** Are there provisions for small businesses to be a prime on this contract?

    Answer: Any qualified Vendor able to provide products and/or services described in this RFO will be evaluated to move to negotiations. Vendors awarded a DIR contract will be considered as master contract holders. There are provisions for Resellers, Order Fulfillers and Subcontractors in Bid Package 1, Section 4.5.1 Authorized Vendors.

26. **Question:** RFO 3.1 PG 12 DIS, is a narrative required for any of the bullets? If so, where to put it in the proposal?

    Answer: The contents of Vendor's proposal must meet the requirements of the RFO, and are at the Vendor's discretion. It is in the Vendor's best interest to answer each question thoroughly.

27. **Question:** Is this contract specific to TX based vendors? If not, are there preferences TX based vendors have? Explain?

    Answer: No, refer to Bid Package 4, Appendix A, Section 3. Definitions, A. No preferences are given to Texas based Vendors.

28. **Question:** Are Texas-based vendors preferred for this contract?

    Answer: Refer to the Answer to Question 27 above.

29. **Question:** What if a customer wants to purchase ECM service/product but they do not want DCS product or service?

    Answer: DIR assumes that the Vendor's question refers to "DIS" and not "DCS". In that regard, each DIR Cooperative contract will have an Appendix C Pricing Index which will provide the Vendor's unique offering of products/services.

Addendum 1

30. **Question:** Is there an option to upload a single Excel or Word document or does each question need to be entered individually?

    Answer: Each question and each document should be submitted singly in the BidStamp Vendor Information System portal (VIS).

31. **Question:** Would it be acceptable to upload one single Word document with all completed RFO documents embedded within that one document or do all of the RFO documents and any additional documentation need to be separately attached one by one?

    Answer: No. Vendors should not embed any documents within the proposal and each document should be uploaded separately into the VIS portal.

32. **Question:** Could you please provide me with the link to the recorded webinar for the prebid conference from the Friday before Christmas?

    Answer: The webinar was not recorded. The Prebid Conference PowerPoint slides are attached to this Addendum 1.

33. **Question:** General - due to the complexity of the RFP, we request a 2 week extension do the due date.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

34. **Question:** DIR-TSO-TMP-419- Entire Bid Package-Would DIR consider offering an extension to this RFO?

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

35. **Question:** General Question: To provide DIR with a comprehensive response that considers all of your valued feedback, we respectfully request a two (2) week extension of current due date. Will DIR extend due date of February 4, 2019 to February 19, 2019?

    Answer: Refer to the Answer to Question 34 above.

Addendum 1

36. **Question:** DIR-TSO-TMP-419. Would DIR consider extending the period for vendors to pose questions to Thursday Jan 10th, 2019? This will allow respondents to further understand the RFO and accommodate for personnel who have been on vacation during this holiday period.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

37. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:22, Section Number: 4.3.1 RFO Schedule January 22, 2019 COB (CT) Estimate for posting answers to questions on the ESBD. Can DIR extend the RFP deadline to insure two weeks from the date of publication of the question responses? Responses could impact the ability of vendors to give DIR the best pricing possible.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

38. **Question:** Will the Department of Information Resources (DIR) please allow a second round of questions to clarify any of the answers provided from the first round of vendor questions? It is often the case that answers provided (in general) require additional clarification.

    Answer: The Due Date for all questions in the VIS Portal was January 7, 2019. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

39. **Question:** General - would DIR consider adding another round of questions and answers after this initial round?

    Answer: Refer to the Answer to Question 38 above.

40. **Question:** DIR-TSO-TMP-419- Entire Bid Package- Would the State consider allowing vendors to ask secondary questions to allow for additional clarification when needed?

    Answer: Refer to the Answer to Question 38 above.

Addendum 1

41. **Question:** General: What is the process for price adjustment over the term of the award? For example, a 3rd party software price change (up or down). Can new pricing be submitted as long as the discount rate remains the same?

    Answer: MSRP Pricing can be adjusted in accordance with manufacturer's suggested retail pricing. Throughout the life of the contract, the awarded Vendor may offer increased discounts off MSRP, but they may not decrease the discount off MSRP.

42. **Question:** Is it DIR's intention to post the sign in sheet for the pre-conference that was held on December 17th along with any notes regarding questions and answers? Thank you!

    Answer: The Sign in Sheet is attached to this Addendum 1. Refer to #5 of the Summary listed above.

43. **Question:** What is the estimated number of projects per month? (an average)

    Answer: Refer to Bid Package 4, Standard Terms and Conditions, Section 2. No Quantity Guarantees.

44. **Question:** What is the estimated number of pages for the average project? (an average)

    Answer: Each individual Customer project is based on the Customer's requirements.

45. **Question:** What is the minimum project size? Ex. 20 boxes (50,000 images)

    Answer: Refer to the Answer to Question 44 above.

46. **Question:** Where do you anticipate projects will be coming from? (office/locations)

    Answer: Any eligible DIR customer may purchase products and services offered on a DIR Cooperative contract.

47. **Question:** What is expectation regarding document transport? Will agency/office ship?

    Answer: Refer to the Answer to Question 44 above.

Addendum 1

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: Yes, as long as the data remains within the contiguous United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Refer to the Answer to Question 47 above.

50. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number 3.1 Products. Managed Print Services Examples. Technical Support

Regarding the Analyst services necessary to support Customers connecting their devices to their networks (if applicable) is remote (non-on site) services acceptable?

Answer: Yes, remote services are acceptable. Refer to the Answer to Question 48 above.

51. **Question:** RFO 3.3 page 19 "Vendor may propose such products and related services."

a. What is the process for a vendor to propose to DIR emerging technologies products/services for augmentation to the original solicitation?

Answer: Refer to Bid Package 1, Section 3.3 Emerging Technologies.

b. Would the emerging technologies products/services proposed by that vendor then undergo a bidding process amongst the other contracted vendors (assuming there were multiple contract awards)?

Answer: Refer to the Answer to Question 51 a. above.

52. **Question:** RFO 3.5 page 20 "..all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATS…"

a. During the Vendor Conference, vendors were instructed to upload the form as a Word document.

If links are used, should they be pasted into the VPAT Word document? Or, if the links should they be listed in the vendor's proposal, what section of the response should these links be placed under?

Answer: If a Vendor is using links to the manufacturer websites only, Vendors should include a word document titled "VPATs" with the list of links to the specific products that are included in the submitted Pricing Index. If Vendor is a manufacturer submitting the VPATs for the products, Word documents or PDF will be fine. The important thing is that all the VPATs that are submitted are accurate.

b. Page 20 / Section 3.5 - Please confirm that VPAT's are not required for services, only required for physical or electronic products.

Answer: VPAT's are only required for commercial off-the-shelf IT hardware or software.

53. **Question:** RFO 4.5.1 page 25 "Vendors who respond to this RFO must be one of the following:". Are the signed letter(s) of authorization required for vendors who are providing services (not reselling products)?

Answer: Yes, a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized Service Provider of Manufacturer's/Publisher's products.

54. **Question:** RFO 4.4.1 page 24 "…An original, signed paper copy of the HSP must be uploaded into BidStamp." and 4.7.1.4 page 27 "HUB Subcontracting Plan Forms"

Answer: Yes, all pages of the HSP must be completed, signed, scanned and uploaded to the VIS Portal.

Addendum 1

55. **Question:** During the Vendor Conference, it sounded like vendors are to fill in an HSP form within BidStamp VIS, then print it out, sign it, and then upload the signature page. Are all the pages of the HSP to be uploaded or just the signature page of the HSP?

Answer: Refer to the Answer to Question 54 above.

56. **Question:** Our proposal was arranged according to "Section 4.7: Response Format and Contents" from the Bid Package 1 RFO document; however, Bid Package 1 RFO Exhibit A doc also had a section of what to include (16A – Checklist for the RFO). Could you please confirm how our proposal should be organized?

Answer: Vendors must ensure that all mandatory requirements for this RFO are met per Bid Package 1, Section 4.7.1, even if they are not included in this checklist in Exhibit A, 16. Vendor must upload all required documents through the BidStamp VIS portal. A specific order of documents is not required.

57. **Question:** Reference document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 3, Section: 1.2.6 Current Contracts. DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. Enterprise Content Management (ECM) Products, Software and Services is a new category."

Will stand-alone contracts for software, Imaging and ECM remain active or be phased out? Can components from existing independent contracts be incorporated into an MPS solution or must they also receive an award under DIR-TSO-TMP-419?

Answer: Components from existing contracts cannot be incorporated into an MPS solution. DIR-TSO-TMP-419 is a new solicitation and has no relation to the existing contracts.

58. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 16, Section: 3.1 Products Enterprise Content Management (ECM)

Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content

types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

Can components from existing DIR contracts be incorporated into an ECM solution or must they also receive an award under this contract?

Answer: ECM has a Related Services element; if the Vendor offers a Related Service to an ECM product, it should be listed in the Entire Product Offering-ECM (Tab 5) of the Pricing Index. Additionally, refer to the Answer to Question 56 above and Bid Package 1, Section 3. Scope.

59. **Question:** Page 5 / Section 3.1. Please confirm that we can include products already existing in other contracts we want included in this contract.

Answer: A Vendor may propose any product and/or services that are listed in Bid Package 1, Section 3. Scope. In addition, the Pricing Index has a category titled Miscellaneous/Other for items that are not listed in Bid Package 1, Section 3. Scope, but are within the scope of the solicitation.

60. **Question:** Bid Package 1 RFO- Section 3.1 Scope Under Scope there are three categories listed, MPS, Document Imaging Services and Enterprise Content Management. Does the Section Under MPS allow for outright purchase of devices, (scanner, printer, MFP's, facsimile devices etc.) Section 3.1 page 10 references copiers, printers, and scanners.

Answer: Yes, direct purchases may be offered for this solicitation.

61. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section: 3.1 Products

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products.

Vendors use different nomenclatures to label their equipment. Please confirm your acceptance of this definition of manufacturing status as follows: None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished,

or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which model of new equipment is being provided, the District will be the first user of the equipment."

Answer: DIR does not accept the definition above. The scope is defined in Bid Package 1, Section 3.1. Vendors shall propose new products only.

62. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section Number 3.1 Products.

Regarding Equipment Manufacturing status. Does DIR have any issues with the equipment manufacturing definition? Equipment manufacturing status may change during the lift of the equipment. For equipment that is included in the DIR Final Award, what are the ramifications if equipment manufacturing status changes during the term of the contract?

Answer: If the life cycle of a product ends during the term of the contract, the Vendor may add the new version of the product to their existing contract.

63. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:6, Section: 3.1 Declared Disaster Optional Declared Disaster Equipment Recovery Program. If a vendor elects to participate in the disaster recovery program, must the service be offered on every device in the portfolio or can it be on a subset of available devices?

Answer: All products within the Optional Declared Disaster Equipment Recovery Program for 48 or 60 month leases must be offered. Vendors may elect to only offer their 60 month lease portfolio and/or their 48 month lease portfolio, however, a 48 month portfolio may not be offered without a 60 month lease portfolio.

64. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO- pg. 12, Consumables Supply Services-2. Would DIR consider the addition of the following language into 3.1 Products, Managed Print Services Examples, Consumable Supply Services: "This requirement does not apply to 3D systems. Customers shall order these supplies on an as needed basis."

Answer: No. For 3D Printers it is intended that the Vendor list the equipment and any accessories that they offer on separate lines; refer to Bid Package 1, Section 3. Scope.

Addendum 1

65. **Question:** Would it be possible to use a different font and/or color for our answers for the Exhibits so it is easier to differentiate between the Texas DIR questions and our responses?

Answer: Yes, as long as it is clear, and meets accessibility requirements. Vendor response documents should be submitted in a format that is accessible to people with disabilities. Vendor should refer to Bid Package 1, Section 4.7.3.

66. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO-Exhibit A- Item 10- Question ten of the DIR-TSO-TMP-419-Bid Package 1 RFO- Exhibit A, directs vendors to Bid package 5 for vendor reference questionnaire instructions, however the Vendor references are located in Bid Package 8. Please confirm that this question was meant to state Bid Package 8.

Answer: Yes, Bid Package 8 is titled Vendor References; refer to the Answer to Question 3 above.

67. **Question:** Exhibit A: Page 26/28: Section 11.B Termination, Item 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

Will DIR clarify that this term/condition does not apply to any and all executed lease agreements under this contract and only applies to the actual contract award?

Answer: If a Vendor offers to lease equipment on a DIR contract that is awarded to them, they will be bound first, to the terms and conditions of either the Master Operating Lease Agreement or Master Lease Agreement (MOLAs or MLAs, respectively) and then Bid Package 4 Standard Terms and Conditions.

68. **Question:** DIR-TSO-TMP-419- Bid Package 2- 11.B.3- DIR-TSO-TMP-419- Bid Package 2- 11.B.3 states, " 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. " Please clarify that this section only applies to the documents listed above and not the underlying lease agreements for the installed equipment.

Answer: Refer to the Answer to Question 67 above.

69. **Question:** Exhibit A Attachment 2 "This form must be completed/signed by respondent for each identified reference (cancelled contract references)". Can you please clarify what "cancelled contract references" means? Is this applicable only if a vendor's reference is from a cancelled contract?

Answer: The Vendor shall complete Exhibit A Attachment 2 if the Vendor has a cancelled contract. If Vendor has a cancelled contract, DIR requires a Point of Contact (POC) for that contract.

70. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Does DIR wish for responding vendors to delete information provided as "examples" and enter response data/pricing applicable to request?

Answer: Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

71. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Column D: Products/ Services Sub Description: Are vendors to create their own configurations or will DIR be providing minimum configurations for each of the volume bands requested? If there will be no minimum configuration requirements, are vendors to supply base unit pricing only and list every accessory item available separately?

Answer: The requirement within each Volume Band should be the lowest price of the base model equipment. Bid Package 2 Pricing Index Tab 2 does not require pricing for accessories.

72. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, MFD Copier/Printer Maintenance Plans/Prices. Where would an alternative price plan such as equipment flexible Rental program be placed on the price exhibit?

Answer: If a Vendor offers the rental of equipment, they shall submit a detailed description of the products/services in the Miscellaenous/Other category of Tab 3 – Entire Product Offering-MPS.

73. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, "Product Services Description"

Are there any other minimum specification or requirements other than the stated speed band?

Answer: No, the specifications and requirements are as defined in Bid Package 2 Pricing Index (Tab 2).

74. **Question:** Referencing Bid Package 2 – Based on the format on Tab 3 Entire Product Offering – MPS, how will DIR / Customer determine what accessories go with what models since the accessories are at the bottom of the page and not listed or requested within the volume bands of the MPS equipment?

Answer: If an accessory is sold separately it should be listed in the Accessories section. If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3).

75. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index- 3. Please clarify where DIR would prefer Vendors to include their CPC rates in the pricing submission on the BidStamp portal.

Answer: DIR does not require the submission of Cost per Click (CPC) rates in Vendor response to DIR-TSO-TMP-419. Copy allowances and CPC rates will be determined at the time of Negotiations.

76. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index,
Section: Tab #4, MFD Copier/Printer Maintenance Plans/Prices

MFD Copier/Printer Maintenance Plans/Prices - Is there a requirement and/or opportunity to include multiple equipment service options/plans (copy allowances etc.? Where would we put those in the price exhibit?

Answer: Maintenance should be submitted in the *Managed Print Services, Related Services* section of Bid Package 2 Pricing Index, Entire Product Offering -MPS (Tab 3). Refer to the Answer to Question 74 above.

77. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index-. If it is the intent of DIR to allow standalone software components, how should vendor's calculate ECM and software lease rates to submit as part of the response?

Answer: In regards to stand alone components, refer to the Answers to Questions 18 and 19 above. If the Vendor offers the lease of software it should be **detailed** in the Entire Product Offering-ECM (Tab 5), Miscellaneous/Other section.

78. **Question:** Bid Package 1 - RFO- SCOPE 3.1 Products - Does this offering include the options for outright purchase of supplies? If so, would these be entered under the miscellaneous/other category on the pricing template?

Answer: Supplies/Accessories should be listed in Entire Product Offering-MPS (Tab 3) under Accessories. Consumable products such as toner, and paper offered as standalone products are outside the scope of this RFO.

79. **Question:** Referencing Bid Package 2 – How are vendors to provide variably monthly lease rates/pricing? There is only one column provided for one monthly lease payment. (ie: FMV, Standard $1.00 Out, Tax Exempt Municipal Lease, etc.)

Answer: The Percent (%) Discount off MSRP that is offered at the time of proposal (if accepted) will remain fixed throughout the term of the contract. The MSRP may vary according to the manufacturer's published suggested retail price.

80. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide accessory pricing on tab 2 Bid stamp price sheet?

Answer: If an accessory is sold separately it should be listed in the Accessories section in Bid Package 2, Entire Product Offering-MPS (Tab 3). If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3). Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

Addendum 1

81. **Question:** Bid Package 2 Pricing Index - On the pricing index spreadsheet can you clarify where one would enter the pricing for those devices that would be an outright purchase.

Answer: Vendors should list their product offering in Bid Package 2, in the appropriate Entire Product Offering (Tab 3, Tab 4 and/or Tab 5). All items listed are for purchase unless otherwise indicated (as a lease).

82. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide both mono and color cost maintenance rates for proposed MFD's? How does DIR wish for vendors to provide or present maintenance pricing (cost per print or monthly volume inclusive maintenance programs, etc.).

Answer: To distinguish pricing between Mono and Color, they should be listed in separate rows. Refer to the Answers to Questions 77 and 78 above.

83. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab#6, "Volume Discounts"

Volume Discounts – Are the Quantity Bands/Revenue amounts/discount bands for volume discounts stated in the Price Exhibit examples and is it up to the vendor to determine/propose "Bulk Buy" discount criteria. Is the vendor limited to the specifics of the example included in TAB#6?

Answer: It is up to the Vendor to determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

84. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount: Are the quantities listed examples or actual ranges DIR wishes vendors to respond to? If only examples, are vendors to provide their own quantity ranges and applicable discounts?

Answer: The quantities listed are example and the Vendor will determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

85. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount/ "Additional Discount Based on Aggregate Sales": Is this item a requirement or optional?

Answer: Bid Package 2 Pricing Index, Volume Discount (Tab 6) is optional.

Addendum 1

86. **Question:** bid package 4, section B - would DIR consider modifying the reporting requirements to simplify the process?

Answer: DIR will not modify the reporting process in Bid Package 4, Standard Terms and Conditions, Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report.

87. **Question:** DIR-TSO-TMP-419 Bid Package 4 Appendix, pg. 32- 1. Please clarify if force majeure would apply to equipment payments, or would only payment for service be suspended?

Answer: As it applies to Bid Package 1, Standard Terms and Conditions, Section 11. Contract Enforcement, C. Force Majeure, all payments due from the Customer during the Force Majeure term will be suspended.

88. **Question:** Bid Package 8 - References - Can references includes companies / agencies outside of TX?

Answer: Yes, the Vendor selects the Reference then submits Bid Package 8 to the selected Reference.

End of Addendum 1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-419
Vendor Conference Sign-in Sheet
December 21, 2018 / 9:00 A.M. (CT)

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Edgar Antu	Strategic Partnerships, Inc	Eantu04@gmail.com	Yes
Webinar - Debb Atnip	CDWG	Debb.atnip@cdw.com	No
Webinar - Kevin Brooks	CTI – Cartridge Technologies	kevinb@ctimd.com	N/A
Webinar - Juan Celaya	Compu-Date International, LLC	jcelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jjcelaya@cdlac.com	Yes
Webinar - Jim Connolly	Xerox Corporation	James.connolly@xerox.com	No
Webinar - Ed Detwiler	NPC, Inc.	Ed.detwiler@npcweb.com	No
Webinar - Demetra Dickins	Kodak Alaris	Demetra.dickens@kodakalaris.com	No
Webinar - Scott Gorman	Xerox Corporation	Scott.gorman@xerox.com	No
Webinar - Tom Hay	DIR	Tom.hay@dir.texas.gov	No
Webinar - Bill Knapp	Compu-Data International, LLC	bknapp@cdlac.com	Yes

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Jeremy Knott	NPC	Jeremy.knott@npcweb.com	No

Webinar - Elizabeth Lopez	DIR	Elizabeth.lopez@dir.texas.gov	No
Webinar - Thomas Mandell	Xerox Corporation	Thomas.mandell@xerox.com	No
Webinar - Darren Morlando	Xerox Corporation	Darren.morlando@xerox.com	No
Webinar - Rasa Myers	Xerox Corporation	Rasa.myers@xerox.com	No
Webinar - John Paider	HMB	jpsifrt@hmbnrt.vom	zno
Webinar - Michelle Passarell	Xerox Corporation	Michelle.passarel@xerox.com	No
Webinar - Jerry Roberts	Muratec America	jroberts@muratec.com	No
Webinar - Ann Russo	Xerox Corporation	Ann.russo@xerox.com	No
Webinar - Blair Shaw	Ricoh	Blair.shaw@ricoh-usa.com	No
Webinar - Talan Tyminski	Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Webinar - Will Waterall	Precision Products, Inc.	waterall@precisionproducts.com	No
Webinar - Joe Yankle	Kodak Alaris	Joseph.yankle@kodakalaris.com	No

Webinar - Geri Pomerantz	Xerox Corporation	Geri.pomerantz@xerox.com	No
Webinar - Michael Wright	Canon USA Inc.	mwright@cusa.canon.com	No
Webinar - Anastasia Foerscher	Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Webinar - Ed Friel	Canon USA Inc.	efriel@cusa.canon.com	No
Webinar - Tammy Leger	Xerox Corporation	Tammy.leger@xerox.com	No

Mandy Hayden	Neubus, Inc.	mhayden@neubus.com	No
Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No

Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Vendor Pre-Bid Conference

December 21, 2018

9:00 – 11:00 (CT)

Texas Department of Information Resources

1

Introduction

Linda Hart, DIR **Phyllis Benitez, DIR** **Ray Infante, DIR**	**Jeff Kline, DIR**
Contract Manager Chief Procurement Office	**Program Director** Statewide EIR Accessibility
Kelly Parker, DIR	**CPO Staff, DIR**
Director, Cooperative Contracts Chief Procurement Office	**Webinar Coordinator** Chief Procurement Office

2

Agenda

- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Schedule
  - RFO Contents
  - Mandatory Submissions
  - Evaluation Criteria
- Break
- Questions
- Conference Closing

3

General Information

- Reference the RFO page number and Section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by 2:00 P.M. (CT), January 7, 2019.

4

General Information (continued)

- **Disqualification of Offers**
  - Failure to sign, scan and upload Vendor Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete, sign, scan and upload the Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to submit on or before due date and time
  - Contact with DIR employees regarding this RFO other than designated contacts
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**

5

General Information (continued)

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.

6

General Information (continued)

Contacts for inquiries regarding this RFO

Carrie Thomas – carrie.thomas@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker – kelly.parker@dir.texas.gov or Joan Scott – joan.scott@dir.texas.gov

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – dir.hub@dir.texas.gov
Theresa Williamson (512) 475-4638 – dir.hub@dir.Texas.gov

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline –(512) 463-3248 - jeff.kline@dir.texas.gov

7

DIR Cooperative Contracts

- DIR combines the buying power of DIR Customers to obtain volume-discounted pricing for IT products and services.
- Customer purchases through the Cooperative Contracts Program resulted approximately $5 billion for fiscal years FY2016 – FY2018. See Bid Package 1, Section 1.2.5, Historical Sales.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	$1,969,587,916.75	$1,893,601,003.97	$1,807,846,260.33

8

Threshold and SOW Requirements

Beginning September 1, 2017, the Threshold Requirements for IT Commodities (Hardware, Software and Services) are as follows:

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
More than $50,000 but not more than $1 million	Three (or all DIR Vendors in a category with less than three vendors)
More than $1 million but less than $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

State agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

9

Bid Submittal / VIS

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via **http://dircommunity.force.com/BidStamp** and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.

10

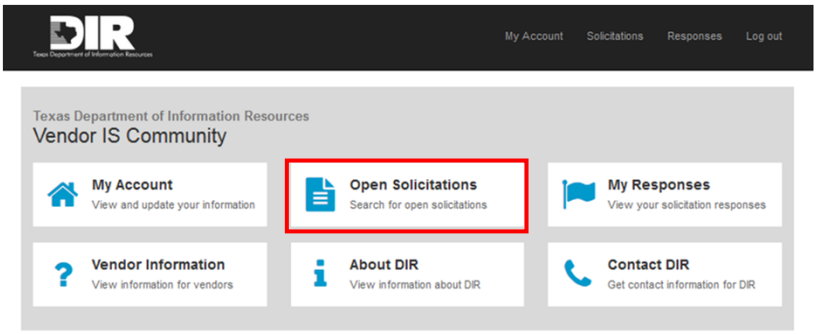
Bid Submittal

- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

11

Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



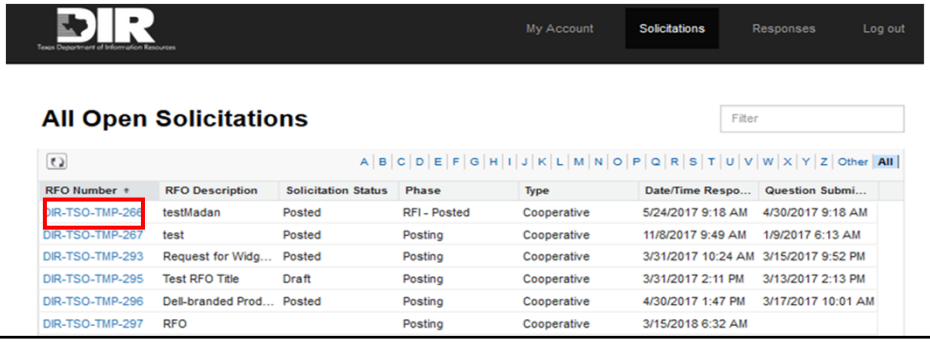
The Vendor BidStamp Guide and the presentation are posted on DIR's website on the Information For Vendors page.
http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

12

Creating a New Response

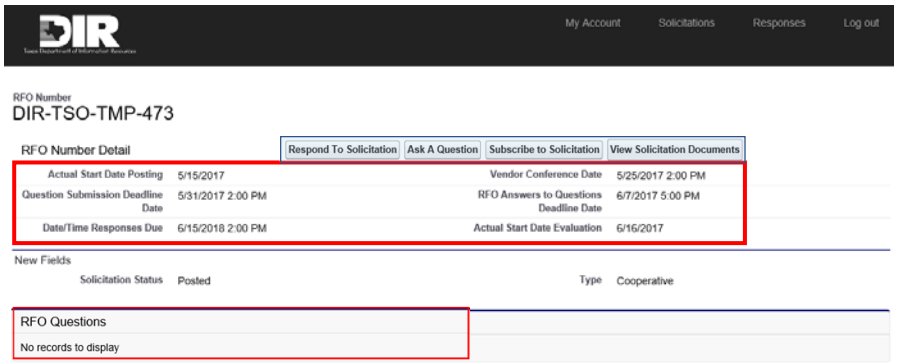
To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-TSO-TMP-419**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



13

Creating a New Response, *cont.*



This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.

14

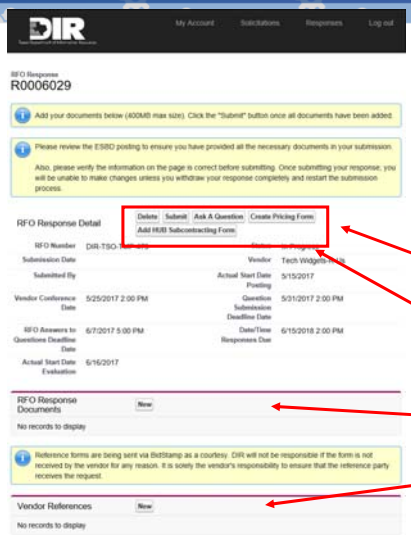
Creating a New Response, *cont.*

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response)**: Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as **"View Response"** and allow you to resume your progress on an existing RFO response.
- **Ask A Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.

15

Respond to a Solicitation



"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. *(reference Vendor Guide Section 5.7)*
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. *(reference Vendor Guide Section 5.6)*
- **Add (or Edit) HUB Subcontracting Form:** Complete an automated version of the HSP form. Note: Vendors must also print, sign, and upload the signed HSP. *(reference Vendor Guide Section 5.4)*
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response *(reference Vendor Guide Section 5.5)*
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBD *(reference Vendor Guide Section 5.2)*
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference *(reference Vendor Guide Section 5.3)*

16

RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

- DIR may make multiple awards from this RFO.

17

Exhibit D - HUB Subcontracting Plan (Bid Package 1)

*The HSP form is automated in BidStamp Vendor Information System (VIS). **Vendors will complete the form in BidStamp, print, sign, and upload the signed HSP in the VIS portal.**

18

Bid Package 1, Exhibit D – HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan (Bid Package 1)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified per TAC Rule** §20.285
- 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
- Vendors must complete a **new** HUB Plan and a good faith effort for this procurement

19

Bid Package 1, Exhibit D – HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

20

Bid Package 1, Exhibit D – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) 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 with RFO submittal

21

Bid Package 1, Exhibit D – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

22

Bid Package 1 – HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to **seven (7) working days** before the RFO submittal.

Lynn Sanchez **512-463-9813**	**Theresa Williamson** **512-475-4638**

Email: dir.hub@dir.texas.gov

23

Electronic and Information Resources (EIR) Accessibility Forms

Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities, and to obtain credible evidence of vendor's or manufacturer's capability or ability to produce accessible EIR products and services.

This RFO includes requirements for the accessibility related forms below

1. Voluntary Product Accessibility Templates (VPATs)
   - For all Commercial Off the Shelf (COTS) offerings included in the response
2. Vendor Accessibility Policy Assessment Form
   - Required for all vendors

24

Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
  - utilize ITIC VPAT template form.
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

25

Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

Note: Form (excel file) should be completed and returned in its original format

26

Additional Information regarding EIR Accessibility and VPAT Forms

- **EIR Accessibility Website**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- **PDAA Maturity Model**
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- **Additional Information**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

Jeff Kline
Program Director
Statewide Electronic and Information Resources (EIR) Accessibility

Email: jeff.kline@dir.texas.gov 512/463-3248

27

RFO Contents

Bid Package 1 – RFO DIR-TSO-419 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing Index and Instructions

Bid Package 3 – DIR Sample Contract for Products and Services

Bid Package 4 – Standard Terms and Conditions for Product Contracts

Bid Package 5 – Master Operating Lease Agreement

Bid Package 6 – Master Leasing Agreement

Bid Package 7 – Declared Disaster Agreement

Bid Package 8 – Vendor References

Bid Package 9 – Voluntary Product Accessibility Template (VPAT)

Bid Package 10 - Policy Driven Adoption Assessment (PDAA)

28

Bid Package 1

- Bid Package 1 – RFO DIR-TSO-419
  - Scope
  - General Information
  - Submission requirements, etc.
  - Evaluation, Negotiations, and Award
  - Exhibit A, Vendor Information Form
  - Exhibit B, Vendor History and Experience
  - Exhibit C, Contract Marketing and Support Plan
  - Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.)

29

RFO Scope

Section 3. Scope

DIR intends to contract with qualified Vendors to provide:

- Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services;
- Document Imaging Services/Solutions; and
- Enterprise Content Management (ECM) Products, Software and Services

Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.

30

RFO Scope, cont.

- **Third Party Products** are those hardware, peripherals, accessories and software manufactured or published by other manufacturers or publishers that may be used as an attachment or embedded within the Vendor solution to create, enhance or extend the functionality of the product or services within scope of this RFO. All third party products will be awarded at the discretion of DIR.

31

Term of Contract

Section 3.6.2 Contract Term and Automatic Renewal

The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.

The Initial contract term will be two (2) years, renewable automatically in one (1) optional two-year renewal term and one (1) optional one-year renewal term under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

32

RFO Schedule

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

33

Evaluation Criteria

- **RFO Section 5.1 – Evaluation of Responses**
  - Incomplete response package will be rejected
  - The financial review (**DUNs number**)and **HSP** review are on a pass/fail basis.
  - Only responses that receive the passing grade will proceed to the next evaluation phase.

- **RFO Section 5.2 – Evaluation Criteria**
  - Pricing – 45%
  - Vendor History and Experience and Vendor References – 30%
  - Vendor's Plan for supporting Contract – 25%

34

Bid Package 1 – Exhibits A, B, &C

Exhibit A, Vendor Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent.** Complete cancelled contract references if applicable.

Exhibit B, Vendor History and Experience

- Respondent must provide a detailed response to each question detailing the Vendor's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Support Plan

- Respondent must provide a plan that describes the Respondent/Vendor's ability and strategy for promoting and supporting the contract, if awarded.

35

Bid Package 2 – Pricing

- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Bid Package 2 Pricing Sheet - All applicable *Entire Offering* tabs will be completed and saved as a PDF and upload into BidStamp.
- BidStamp – Vendors must enter the following items:
  - Category
  - **Brand (ONLY ENTER MPS, DIS or ECM)**
  - **Product Description**
  - **DIR Customer Discount % off MSRP**

36

Pricing – Volume Pricing

- Volume Discounts: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services.
- Aggregate Sales: If Vendor is proposing increased discounts based on total statewide aggregate contract sales, Vendor must list total contract dollar amount threshold, specific product and/or service or ALL, and discount percentage increase.
- **Vendors offering Volume Discounts should use the Bid Package 2 Excel spreadsheet format for all volume discounts.**
- Vendors will need save the entire EXCEL workbook as a PDF and upload into Bid Stamp.

37

Pricing - Volume Pricing

Department of Information Resources

Request for Offer DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET VOLUME DISCOUNT

COMPANY NAME: _____

Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY		
2-99 units	ABC	
100-500 units	ABC	
500+ units	ABC	

EXAMPLE

Additional Discount Based On Aggregate Sales					
Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: $50,000.00			*20.00%*	*(+) 5.00%*	*25.00%*

38

Bid Packages 3 and 4

- Bid Package 3 – Sample Contract for Products and Services
- Bid Package 4 - Standard Terms and Conditions for Products and Related Services Contracts
- **No exception**s may be taken to certain terms as indicated on the Standard Terms and Conditions
- **Any exception must be listed in Bid Package , Exhibit A, Item 11**.

39

Bid Packages

- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

40

Bid Package 8 – Vendor Reference Questionnaire

Bid Package 8 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 4.7.2 of the RFO. Vendors may send the questionnaire through BidStamp VIS.
- Instructions are included in Bid Package 8.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- **References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.**
- The Vendor may NOT submit the reference form to DIR.

- **Forms submitted directly by the vendor to DIR will receive a score of zero**.

41

Bid Package 8 – Vendor Reference Questionnaire

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Reques for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill ou and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be complete by the Vendor requesting reference information

EXAMPLE

Vendor Name _____

***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category** _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ **Ending Date** _____

Total Est. Contract Dollar Amount

42

Mandatory Submissions

RFO Section 4.7.1 – Mandatory Response Contents

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

- Exhibit A – Vendor Information (**signed**, scanned, uploaded into BidStamp)
- Exhibit A – **Canceled Contracts** – Attachments 1 and 2 (if applicable)
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D – HUB Subcontracting Plan **(SIGNED)**
- Pricing – Bid Package 2 (Automated Pricing Form in BidStamp VIS)
- Policy Driven Adoption Assessment (PDAA) – Bid Package 10
- Vendor's Service or Licensing Agreement, etc. (if any)
- Any addendum requirements – check the ESBD for these; Vendors do not receive notice

43

Questions

- Break (10 minutes)
- <u>Reference the Section Number and page number with your submitted question.</u>
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

44

Reminder

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to solicitation number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

45

Reminder

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

46

Conference Closing

- All questions, inquiries must be directed to Carrie Thomas

Carrie Thomas

Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

47

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 2

This Addendum #2 to Request for Offer DIR-TSO-TMP-419

1. Correcting the answer to Question #48.
2. Correcting the answer to Question #49.

Questions and Official Answers:

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: No, the Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Yes, as long as the Offshore resource(s) performing back office activities do not have access to Customer Data. Further, Respondents should consider the requirement to provide service, sales and support resources to serve the Customer. Such support should be available during the Customer's normal business hours.

End of Addendum 2

Commissioners Court - Regular Session **26.**

Meeting Date: 10/19/2021

Sharp Electronics Corp. Copier Lease Agreement for Purchasing Department

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving lease agreement between Williamson County and Sharp Electronics Corp. for one (1) copy machine for the Purchasing Department for the monthly fee of $178.76 plus overages, pursuant to DIR Contract #DIR-CPO-4433.

Background

Approval of this lease will support the operations of the Williamson County Purchasing Department with a new copy machine. The monthly dollar amount is $178.76 and included in the agreement is 4,000 copies a month with overages to be charged at $.0070 each, delivery, installation, training, parts, labor and toner. This agreement is for 36 months effective 12.01-2021. The department point of contact is Kerstin Hancock. The line item expenditure is 01.0100.0494.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Copier Lease

DIR contract documents

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 10:00 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:01 AM
Form Started By: Kerstin Hancock		Started On: 10/04/2021 09:45 AM
Final Approval Date: 10/14/2021		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	10/01/21
Quote No: WC P	

Customer Name/Invoice Address:	Delivery Address:
Williamson County Purchasing	Williamson County Purchasing
100 Wilco Way, Ste P101	100 Wilco Way, Ste P101
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Andy Portillo	Phone:	512.943.3860
		E-Mail:	Andy.Portillo@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MDLeonard 10/01/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-M5071; 50 ppm Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE27N; Stand w/ (3) addt'l 550 Sheet Paper Drawers (total of 4 paper drawers plus by-pass tray) MX-FN27N; Inner Finisher MX-FX15: Fax Kit Includes: 4,000 copies/mo.; Overages @ $0.0070 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$178.76
	State of Texas DIR 36 Month Lease		**Monthly Total**	**$178.76**

P.O. NUMBER:

DATE:

SAMPLE PO

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O SHARP BUSINESS SYSTEMS
100 PARAGON DR, BOX Q
MONTVALE, NJ 07645

REQUESTED BY: PORTILLO, ANDY
512.943.3860

SHIP TO:
WILLIAMSON COUNTY PURCHASING
100 WILCO WAY, STE P101
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON COUNTY PURCHASING
100 WILCO WAY, STE P101
GEORGETOWN, TX 78626

Description	Price	Per	Amount
SHARP MX-M5071, MX-DE27N, MX-FN27N, MX-FX15 $178.76 PER MONTH 12/01/21 THRU 09/30/22 SERVICE FOR 4,000 COPIES/MO. 4,001+ COPIES @ $0.0070 ea.	178.76	10	1,787.60

NOTES TO SUPPLIER:
36 MONTH DIR-CPO-4433 LEASE

Total 1,787.60

AUTHORIZED BY:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Sharp Electronics Corporation
DIR-CPO-4433 Appendix C, Pricing Index (per Amendment 5)

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

Managed Print Services, Network Devices, Non-network Devices				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Volume Band M5	Sharp Black & White MFD	105-PPM High speed monochrome digital document system	MX-M1055	74.31%
Volume Band M5	Sharp Black & White MFD	120-PPM High speed monochrome digital document system	MX-M1205	73.84%
Volume Band M1	Sharp Black & White MFD	26 PPM B&W Workgroup Document System	MX-M2651	68.79%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3071	73.29%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3551	74.77%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3571	73.92%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4051	75.25%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4071	76.19%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5051	74.09%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5071	74.51%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6051	72.76%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6071	76.23%
Volume Band M4	Sharp Black & White MFD	75 PPM Monochrome Workgroup Document System	MX-M7570	78.25%
Volume Band M5	Sharp Black & White MFD	90-PPM High speed monochrome digital document system	MX-M905	75.31%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W - Desktop B/W Document System	MX-B376W	68.47%
Volume Band M2	Sharp Black & White MFD	45 PPM B&W - Desktop B/W Document System	MX-B476W	69.30%
Volume Band C1	Sharp Color MFD	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	MX-2651	69.80%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3071	74.86%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3551	74.16%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3571	74.65%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4051	76.80%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4071	77.03%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5051	74.98%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5071	78.23%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6051	73.56%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6071	74.44%
Volume Band C3	Sharp Color MFD	75/70 PPM B&W / Color - High Speed Color Document System	MX-7081	73.41%
Volume Band C3	Sharp Color MFD	70 PPM B&W / Color - High Speed Color Document System	MX-7090N	68.16%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8081	73.82%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8090N	69.58%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B351PL	49.33%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B352P	53.75%
Volume Band M3	Sharp Black & White MFD	55 PPM Desktop Monochrome Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-B557F	71.00%
Non- MFD	Sharp Black & White Printer	55 PPM Desktop Monochrome Printer	MX-B557P	70.08%
Non- MFD	Sharp Black & White Printer	70 PPM Desktop Monochrome Printer	MX-B707P	70.92%
Volume Band C2	Sharp Color MFD	35 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C357F	69.68%
Volume Band C2	Sharp Color MFD	40 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	40 PPM Desktop Color Printer	MX-C407P	69.04%
Volume Band C2	Sharp Color MFD	50 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C507F	70.87%
Non- MFD	Sharp Color Printer	50 PPM Desktop Color Printer	MX-C507P	70.03%
Non- MFD	Sharp Color Printer	60 PPM Desktop Color Printer	MX-C607P	70.80%
Volume Band M2	Sharp Black & White MFD	42 PPM Monochrome Multi-Function Ducument	MX-B427W	66.91%
Non- MFD	Sharp Black & White Printer	42 PPM Monochrome Printer	MX-B427PW	65.80%
Volume Band M2	Sharp Black & White MFD	46 PPM Monochrome Multi-Function Document	MX-B467F	68.43%
Non- MFD	Sharp Black & White Printer	46 PPM Monochrome Printer	MX-B467P	67.39%
Accessories				
CATEGORY		**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER/SKU**	**Discount % off MSRP**
Power Filter		15 AMP Power Filter	AR-D5133NT	26.55%
Power Filter		20 AMP Power Filter	AR-D5143NT	30.80%
Other		Stamp Unit	AR-SU1	55.33%
Stand		Deluxe Copier Cabinet	MX-25ABD	54.24%
Stand		Deluxe Copier Cabinet	MX-60ABD	49.58%
Connectivity		Sharp OSA Application Communication Module	MX-AMX2L	47.52%
Connectivity		Sharp OSA External Accounting Module	MX-AMX3L	48.39%
Other		Plockmatic Booklet Maker	MX-BM50	53.15%
Other		Business Card Feeder	MX-BTX1	58.73%
Other		Paper Cart	MX-CA10	60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
Other		Plockmatic Cover Feeder	MX-CF50	52.22%
Paper Drawer		500 Sheet Paper Feed Unit	MX-CS11	63.79%
Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33%
Paper Drawer		1 x 550 Sheet Paper Feed Desk Unit	MX-DE25N	66.69%
Paper Drawer		2 x 550 Sheet Paper Feed Desk Unit	MX-DE26N	69.34%
Paper Drawer		3 x 550 Sheet Paper Feed Desk Unit	MX-DE27N	67.44%

Paper Drawer	550+2100 Sheet Tandem Paper Drawer	MX-DE28N	64.62%
Paper Drawer	1 x 550-sheet Paper Drawer	MX-DE29N	66.69%
Stand	Base Plate	MX-DS13	54.09%
Stand	Stackable Cabinet	MX-DS14	51.79%
Stand	Stand High	MX-DS22N	53.95%
Stand	Stand Low	MX-DS23N	54.09%
Power Filter	208-240V/20A Next Gen PCS Power Filter	MX-E524ZNT	40.81%
Connectivity	Compact PDF Kit	MX-EB11	50.21%
Connectivity	Mirroring Kit	MX-EB15	60.41%
Connectivity	Wireless LAN Adaptor	MX-EB18	49.63%
Connectivity	Compact PDF Compression Kit	MX-EB19L	50.21%
Connectivity	OCR Expansion Kit	MX-EB20L	55.00%
Other	Multi-folding Unit	MX-FD10	59.85%
Other	Plockmatic Square Folder	MX-FD50	53.00%
Finisher	Inner Finisher	MX-FN12	61.20%
Finisher	50 Sheet Staple Finisher	MX-FN19	53.79%
Finisher	50 Sheet Staple/15 Sheet Saddle Stitch Finisher	MX-FN20	54.86%
Finisher	100-sheet Staple Finisher	MX-FN21	59.81%
Finisher	100-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN22	60.08%
Finisher	50-sheet Staple Finisher	MX-FN24	59.64%
Finisher	50-sheet Staple/15-sheet Saddle Stitch Finisher	MX-FN25	60.03%
Finisher	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	MX-FN27N	70.82%
Finisher	1K Stacking Finisher	MX-FN28	58.69%
Finisher	1K Saddle Finisher	MX-FN29	58.02%
Finisher	3K Stacking Finisher	MX-FN30	56.30%
Finisher	3K Saddle Finisher	MX-FN31	57.12%
Finisher	Inner Finisher (30 sheet staple 300 sheet stack)	MX-FN32	61.20%
Finisher	Inner Finisher	MX-FN33	71.78%
Finisher	3K Stacking 65-sheet Staple Finisher	MX-FN34	56.30%
Finisher	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN35	57.12%
Security	Data Security Kit	MX-FR53U	48.01%
Security	Data Security Kit	MX-FR54U	48.01%
Security	Data Security Kit	MX-FR55U	48.02%
Security	Data Security Kit	MX-FR58U	48.02%
Security	Data Security Kit	MX-FR60U	42.34%
Security	Data Security Kit	MX-FR61U	42.17%
Security	Data Security Kit	MX-FR62U	42.17%
Security	Data Security Kit	MX-FR63U	42.17%
Security	Data Security Kit	MX-FR64U	42.34%
Fax	Internet Fax Kit	MX-FWX1L	62.91%
Fax	Facsimile Expansion Kit	MX-FX15	76.86%
Other	3-Hole Die Set	MX-GBC03	51.84%
Other	11-Hole VeloBind Set	MX-GBC11	52.17%
Other	19-Hole CombBind Die Set	MX-GBC19	52.17%
Other	21-Hole WireBind Die Set	MX-GBC21	52.17%
Other	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	44-Hole Color Coil Die Set	MX-GBC44	52.17%
Other	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC51	52.80%
Other	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC52	52.77%
Other	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC53	52.26%
Other	GBC SmartPunch ProTM	MX-GBCX2	50.79%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette	MX-LC12	57.20%
Large Capacity Paper Drawer	5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-LC13N	60.40%
Large Capacity Paper Drawer	3,000 Sheet Large Capacity Tray	MX-LC17N	65.80%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette (Letter)	MX-LC18	65.80%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-LC19	56.98%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-LCX3N	56.98%
Other	Long Paper Tray (For use with Banner Paper)	MX-LT10	60.30%
Other	100 Sheet Multi- Bypass Tray	MX-MF10	82.11%
Other	500 Sheet Multi- Bypass Tray	MX-MF11	58.61%
Other	100 Sheet Multi- Bypass Tray	MX-MFX1	82.11%
Other	Plockmatic Interface Kit	MX-PCB50	53.35%
Other	Fiery Print Server	MX-PE11	56.09%
Other	Fiery Print Server	MX-PE12	56.14%
Other	External Fiery Color Print Server	MX-PE13	64.49%
Other	Embedded Fiery Color Print Server	MX-PE14	63.28%
Other	EFI Auto Trapping	MX-PEAT12	51.52%
Other	Fiery Central	MX-PECE1	53.18%
Other	Fiery Central 1-year Software Maintenance and Support Agreement	MX-PECEM	53.46%
Other	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement	MX-PECPM	53.49%
Other	Fiery Color Profiler Suite	MX-PECPS1	52.73%
Other	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-PECPSP	52.94%
Other	Fiery Compose Software	MX-PEFC	51.76%
Other	Fiery Impose Software	MX-PEFIS	52.75%
Other	Fiery Graphic Arts Package, Premium Edition Software	MX-PEGAP	53.22%
Other	EFI Removable HDD Kit	MX-PEHD11	52.51%
Other	Fiery Removable Hard Disk Drive	MX-PEHD13	52.08%
Other	EFI Hot Folders	MX-PEHF12	51.52%
Other	Fiery Impose + Fiery Compose Software Bundle	MX-PEIC	52.88%
Other	Image Viewer (B/W)	MX-PEIVB	52.75%
Other	Fiery JobFlow Software	MX-PEJF1	53.16%
Other	Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-PEJFM	53.46%
Other	Fiery JobMaster + Fiery Impose Software Bundle	MX-PEJI1	53.18%
Other	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement	MX-PEJIM	53.46%
Other	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	MX-PEJM1	53.06%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA)	MX-PEJMM	53.50%
Other	Centralized Workstation wiith 22" monitor, wireless keyboard and mouse	MX-PENXGL	52.90%
Other	Premium Centralized Workstation wiith 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	MX-PENXLS	53.07%
Other	EFI Productivity Package Software	MX-PEPP12	53.11%
Other	EFI Spot On	MX-PESO12	51.52%
Other	EFI ES-2000 Spectrophotometer	MX-PESP	52.08%
Other	Bar Code Font Kit	MX-PF10	57.92%
Connectivity	Post Script Expansion Kit	MX-PK13L	78.24%
Hole Punch	Punch Unit	MX-PN12B	55.04%
Hole Punch	3-Hole Punch Unit	MX-PN13B	56.83%
Hole Punch	3-Hole Punch Unit	MX-PN14B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN15B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN16B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PNX4B	56.40%
Connectivity	Direct Print Expansion Kit	MX-PU10L	55.63%
Connectivity	XPS Expansion Kit	MX-PUX1L	54.99%
Other	Fiery Interface board	MX-PX11	58.49%
Other	Fiery Interface board	MX-PX12	59.21%
Other	Fiery Interface Kit	MX-PX13	58.49%
Other	Paper pass unit for machine	MX-RB12N	52.54%
Other	Relay Unit	MX-RB13	60.21%
Other	Relay Unit	MX-RB14	60.21%
Other	Curl Correction Unit	MX-RB15	60.21%
Other	LCT Mounting Kit	MX-RB16	61.15%
Other	LCT Tandem Connecting Kit	MX-RB17	60.65%
Other	Curl Correction Unit	MX-RB18	60.21%
Other	Paper Pass Unit	MX-RB24	52.05%
Other	Paper Pass Unit	MX-RB25N	52.05%
Other	Paper Pass Unit	MX-RB26	52.05%
Other	Curl Correction Unit	MX-RB27	60.21%
Other	Status Indicator	MX-SL10N	60.74%
Other	5000-sheet High Capacity Stacker	MX-ST10	61.05%
Other	Trimmer Unit	MX-TM10	59.72%
Other	Plockmatic Trimmer	MX-TM50	53.00%
Tray	Right Side Exit Tray	MX-TR14	61.34%
Tray	Exit Tray Unit (right side)	MX-TR19N	50.99%
Tray	Job Separator	MX-TR20	51.27%
Tray	Right Side Exit Tray	MX-TR21	50.99%
Tray	Center Exit Tray	MX-TU14	60.30%
Tray	Center Exit Tray	MX-TU15	47.89%
Tray	Center Exit Tray Unit	MX-TU16	47.89%
Other	Utility Table	MX-UT10	50.99%
Other	Anti Tip Kit	MX-XB19	53.35%
Other	Plockmatic Rail Unit	MX-XB50	53.35%
Paper Drawer	550 sheet paper feeder	DX-CS11	53.80%
Paper Drawer	550-Sheet Tray (C607P)	MX-CS16	72.30%
Paper Drawer	550-Sheet Tray C407F, C507F, C507P	MX-CS17	72.30%
Paper Drawer	550-Sheet Tray (C357F, C407P)	MX-CS18	72.35%
Paper Drawer	2,200-Sheet Tray (C607P)	MX-CS19	72.13%
Paper Drawer	650-Sheet Duo Tray (C357F, C407P)	MX-CS20	72.35%
Paper Drawer	250-Sheet Tray (B557P, B707P)	MX-CS21	72.50%
Paper Drawer	550-Sheet Tray (B557F)	MX-CS22	72.13%
Paper Drawer	550-Sheet Tray (B557P, B707P)	MX-CS23	72.47%
Paper Drawer	2,100-Sheet Tray (B557F)	MX-CS24	72.21%
Paper Drawer	2,100-Sheet Tray (B557P, B707P)	MX-CS25	72.19%
Finisher	Inline Staple Finisher (C607P)	MX-FN37	72.41%
Finisher	Staple Finisher (B557F, B557P, B707P)	MX-FN38	72.61%
Finisher	Staple, Hole Punch Finisher (B557F, B557P, B707P)	MX-FN39	72.05%
Other	4-Bin Mailbox (B557F, B557P, B707P)	MX-MS10	72.61%
Other	Output Expander (B557P, B707P)	MX-TR22	72.47%
Other	High Capacity Output Expander (B557P, B707P)	MX-TR23	72.40%
Other	Fiery Automation 5 Year Subscription	MX-PEAM5Y	53.47%
Paper Drawer	550-Sheet Tray (B427W, B427PW)	MX-CS26	72.16%
Paper Drawer	250-Sheet Tray (B467F, B467P)	MX-CS27	73.05%
Paper Drawer	550-Sheet Tray (B467F, B467P)	MX-CS28	72.92%

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCELLANEOUS / OTHER

SUBCATEGORY	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Black & White	$0.0091
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Color	$0.0546
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-3051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Black & White	$0.0089

Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-4071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-6071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M2651 Cost per Copy Charge-Black & White	$0.0080
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M3551 Cost per Copy Charge-Black &	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3571 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5051 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5071 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6051 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6071 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M7570 Cost per Copy Charge-Black & White	$0.0058
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M905 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1055 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1205 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B376W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B476W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B351PL Cost per Copy Charge-Black & White	$0.0246
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B352P Cost per Copy Charge-Black & White	$0.0161
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557F Cost per Copy Charge-Black & White	$0.0107

Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557P Cost per Copy Charge- - Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-B707P Cost per Copy Charge- Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-C507P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Black & White	$0.0161
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427W Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427PW Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467F Cost per Copy Charge - Black & White	$0.0127
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467P Cost per Copy Charge - Black & White	$0.0127
Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price				
MANAGED PRINT SERVICES	**SUBCATEGORY**	**PRODUCT PART NUMBER/SKU**	**PRODUCT DESCRIPTION**	**Discount % off MSRP**
Managed Print Services and Network Devices, Non-Network Devices and Related Services	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%
Enterprise Content Management Products, Software, Services, and Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Software	Kayleigh Job Accounting (per MFP)	Track Print activities, set usuage limits, cost recovery	MX-SW310	49.78%
Software	Kayleigh Pull Print Option (per MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	Kayleigh Client Billing Option (per MFP)	cost recovery; track activities & cost; optimize printing resources for organization	MX-SW312	56.43%
Software	Single Embedded License - Includes Remote Installation, Training + 1yr Support	Single Embedded License - Includes Remote Installation, Training + 1yr Support	PCMF-SINGLEMFP	35.48%
Software	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	PCMF-SINGLEMFP-ADD-ON	35.48%
Software	2 Years of Additional Software Support Per MFP	2 Years of Additional Software Support Per MFP	PCMF-2YR-Support	35.57%
Software	Proximity Card Reader	Proximity Card Reader	PCMF-CRDRDR	35.53%
Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Price**
Related Services	Equipment Relocation	Relocation Fees	RELOCATION FEE	$350.00 + $1 per mile or actual freight charges
Related Services	Additional Training Session Fee	Additional Hourly End-User Training	TRAINING FEE	$125.00 per hour
Related Services	Network Services per hour	Network Services	n/a	$201.50 per hour
Related Services	Additonal Advanced / IT Training Cost by hours	Additonal Advanced / IT Training Cost by hours	n/a	$125.94 per hour
Related Services	Professional Services per hour	Professional Services	n/a	$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per hour	Additional End-User taining on Device and/or software	n/a	$125.94 per hour
Related Services	After hours technical phone support per hour	After hours technical phone support	n/a	$125.94 per hour

Sharp Electronics Corporation
DIR-CPO-4433 Appendix D Service Level Agreement

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4433 (Contract) and this Service Level Agreement (SLA or Agreement) with Sharp Electronics Corporation (Sharp) describes the support services provided by Sharp to eligible DIR Customers. In the event of a conflict between DIR Contract Number DIR-CPO-4433 and this Agreement, the DIR Contract will govern.

I. Equipment Performance

Equipment Downtime shall be computed from the time Sharp is notified of Equipment failure until the time in which the Equipment is fully operational.

Equipment Downtime due to lack of consumable Supplies *is not acceptable*.

Sharp will guarantee that the fleet of Devices for each DIR Customer will be operational at least 96% of the time, during Normal Business Hours.

Sharp will provide daily communication to the DIR Customer regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on backorder.

II. Preventative Maintenance

Sharp will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

III. Repair Parts

Sharp will guarantee the availability of repair parts for a minimum of five (5) years after the DIR Customer's Acceptance of any Device.

All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting contract, will conform to Manufacturer specifications.

Sharp will be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

Repair parts will be new. The replaced part is the property of the Customer and Sharp shall, first, offer the replaced part to the Customer.

IV. Service Zones

Sharp will adhere to the following Service Call Response Times based on the distance Sharp's authorized service provider's Base Location is from the DIR Customer:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Sharp arriving at the DIR Customer's location, with the following exception:

Sharp may charge different rates according to each Service Zone, in accordance with Appendix C Pricing Index.

V. Service Logs

Sharp will maintain a Service Log which describes the maintenance and repair Services provided for each Device.

A no-cost copy of Service logs/reports will be provided to the DIR Customer, within three (3) Business Days of a request by the Customer.

VI. Meter Read Invoicing

In order for Sharp to generate accurate invoices, DIR Customer shall provide meter reads within the Awarded Vendor(s) agreed timeframe.

Proper meter read information is required by the 20th of the following month for accurate service invoicing.

The Customer shall provide written notice of any such alleged invoicing issue and Sharp will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the DIR Customer will not be assessed any late fees for failure to submit payment by the invoice due date.

VII. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment. Sharp may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Sharp may charge DIR Customers a mutually agreed upon price for special rigging in the event a DIR Customer's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Awarded Vendor and DIR Customer prior to any Equipment relocation in Zone 1.

Sharp may charge for any fees incurred due to tolls.

Moves must be performed within thirty (30) calendar days of the DIR Customer's request. Request may be verbal or written, but Sharp must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the DIR Customer within three (3) Business Days of request. In the event that there will be a delay in these Services, Sharp shall communicate with the DIR Customer and agree on a mutually beneficial timeframe.

VIII. Reporting

Sharp will provide periodic reporting to all DIR Customers upon request. The reports shall be provided on a quarterly basis, or at the discretion of the DIR Customer.

The report shall include the following:

- Up-time percentage (%) per fleet of Devices;
- Number of Service Calls placed;
- Response Time per Device;
- Dates that Preventative Maintenance was performed, if applicable;
- Hours of end-user training performed; and
- Estimated end of Useful Life per Device, based on current usage.

The report may include, but not be limited to, the following:

- Location of Devices;
- Click usage per Device; and
- EPEAT certification level of each Device

IX. Escalation Procedure

A multi-tiered approach to account management enables Sharp to provide an excellent problem resolution process and response time. Customer support starts at the Government Account Executive level. Jack Coons is ultimately responsible for all problem resolution. As the "quarterback" for the account, Jack will work closely with management and the Sharp Customer Support Team to ensure that issues are resolved quickly and efficiently.

The problem resolution process for service and maintenance, including escalation is described below.

Service Call required:

- Local key operator should call the local servicing Sharp location, (this will be provided on the label on the front of the copier).
- Local key operator will provide the service dispatcher the Sharp model number and equipment Serial Number.
- The Service Dispatcher will confirm the address and location of the equipment.
- The Service Dispatcher will ask for the name of the caller and the phone number.
- The Service Dispatcher will ask for details, if possible, regarding the problem. At the same time, the Dispatcher will try to solve any operational problems by phone.

If the problem cannot be solved, then a service call will be made. Local key operator will get a Service ID number. The technician will then call the end user and notify that the call has been received and will provide the estimated time of arrival. The technician will also discuss the problem with the end user and obtain information as to the condition of the equipment (i.e., is the equipment operable or is it totally down?). In many cases, the technician can walk the end user through the problem, such as a jam, and get the equipment up and running quickly. The technician will then, upon arrival, make the necessary adjustments to the equipment.

Once the necessary repairs have been completed, the technician will report back to the end user or Local Key Operator that made call with the status of the copier.

X. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Sharp, then Sharp will provide the DIR Customer with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable

XI. End-User Training

An initial, no charge, on-site, one-hour training session for each Device, will be offered by Sharp for all non-desktop Products placed at each DIR Customer's location. For drop-shipped or desktop Products, Sharp will offer an initial, one-hour, no charge, web-based, or on-line training session.

If DIR Customer elects to exercise the training option, then Sharp will provide the training within ten (10) Business Days of DIR Customer's request.

Sharp may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to order placement.

Sharp will provide on-site or off-site operational training to designated DIR Customer personnel until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to Order placement.

Sharp will provide product literature, user-manuals, and access to on-line resources, at no charge to DIR Customer.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. <u>Rent Payments</u>.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Amendment Number 1
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number 1 to Contract Number DIR-CPO-4433 ("Contract") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C – Pricing Index (per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on file

Name: Mike Marusic

Title: President and CEO

Date: September 23, 2019

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

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: September 25, 2019

Office of General Counsel: Initials on file September 24, 2019

Amendment Number 2
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **2** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 1),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 2)**, as attached.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 8/11/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/12/2020

Office of General Counsel: Mark Howard 8/11/2020

Amendment Number 3
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **3** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 2),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 3)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 11/5/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2020

Office of General Counsel: MH 11/18/2020

Amendment Number 4
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **4** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 1/25/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/28/2021

Office of General Counsel: M. H 1/28/2021

Amendment Number 5
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **5** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 4),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 5)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 5, then Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 3/25/2021

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

Authorized By: Signature on File

Name Hershel Becker

Title: Chief Procurement Officer

Date: 3/29/2021

Office of General Counsel: M. H. 3/26/2021

Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

Table of Contents

1. INTRODUCTION 1

1.1. Purpose 1

1.2. Background 1
1.2.1 Information Technology Acquisition 1
1.2.2 Texas Government Code, Section 2157.068 2
1.2.3 Cost Avoidance Performance Measures 3
1.2.4 Cost Recovery 3
1.2.5 Historical Sales 3
1.2.6 Current Contracts 3
1.2.7 E-Rate ..... **Error! Bookmark not defined.**
1.2.8 Exclusions 4

2. VENDOR INFORMATION SYSTEM (VIS) PORTAL - BIDSTAMP 5

2.1. Solicitation Response Requirement 5

2.2. VIS Account Request Process 5

3. SCOPE 5

3.1. Products 5
3.1.1 Pricing 16

3.2. Related Services 19

3.3. Emerging Technologies 19

3.4. Threshold and SOW Requirements 19

3.5. Electronic and Information Resources (EIR) Accessibility 20

3.6. Form of Contract 20
3.6.1 Sample Contract and Terms Negotiation 20
3.6.2 Proposed Changes and Exceptions 21

4. GENERAL INFORMATION 21

4.1. Point of Contact 21

4.2. Contact with DIR Staff 22

4.3. Anticipated Schedule 22
4.3.1 RFO Schedule 22
4.3.2 Vendor Conference 22

4.3.3 Written Questions and Official Answers 23

4.4. Historically Underutilized Businesses 23
4.4.1 HUB Subcontracting Plan 24
4.4.2 HUB Continuing Performance 24
4.4.3 HUB Resources Available 24

4.5. Vendor Qualifications 25
4.5.1 Authorized Vendors 25
4.5.2 Federal Requirements 25
4.5.3 Vendor Performance and Debarment 26
4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures 26

4.6. Response Deadline and Submission Requirements 26
4.6.1 Official Timepiece 26

4.7. Response Format and Contents 26
4.7.1 Mandatory Response Contents 27
4.7.2 References 28
4.7.3 Accessibility of Electronic Response Documents 28

4.8. Rejection of Responses 28

4.9. Right to Amend or Withdraw RFO 28

4.10. Ownership of Responses 29

4.11. Public Information 29

5. EVALUATION, NEGOTIATIONS, AND AWARD 29

5.1. Evaluation of Responses 29

5.2. Evaluation Criteria 29
5.2.1 Pass/Fail Criteria 29
5.2.2 Weighted Evaluation Criteria 30

5.3. Oral Presentations, Best and Final Offer 30

5.4. Negotiations 30

5.5. Award of Contract 30

5.6. Vendor Protest Procedures 31

Exhibit A – Vendor Information Form

Exhibit B – Vendor History and Experience

Exhibit C – Contract Marketing and Support Plan

Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan

1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

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 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards 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 Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products 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 best 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; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; 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 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product 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/Device 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.

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 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 (FY) 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.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	**$1,969,587,916.75**	**$1,893,601,003.97**	**$1,807,846,260.33**

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately $7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	$121,968.06	$346,801.81	$609,869.07
Higher Ed	$4,919,693.19	$9,794,501.36	$9,302,583.49
K-12	$20,589,834.65	$31,613,469.11	$29,841,450.84
Local Government	$6,325,757.18	$12,076,426.32	$15,501,442.22
Out of State	$609,430.60	$4,114,099.87	$4,345,551.03
State Agency	$6,026,025.34	$5,659,844.47	$10,555,206.85
Total:	**$38,592,709.02**	**$63,605,142.94**	**$70,156,103.50**

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	$9,520,797.09	$6,103,336.06	$10,433,536.03

Enterprise Content Management (ECM) Products**,** Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

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

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via DIR's Applications Portal, and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:
DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other** pricing.

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
  Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.

- Change Management
  A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.

- Implementation and Project Management
  Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.

- Support Services for Output Devices Owned or Leased by Customer
  Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.

- Procurement and Support Services for Output Devices provided by Vendor
  Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.

- Maintenance
  Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services
  Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202 (Link: Texas Administrative Code). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services
  Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services
  Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract**.

- Asset Tracking
  Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes/Returns
  Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

  Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at https://comptroller.texas.gov/about/holidays.php (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

  Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refresher/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

  Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

  For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

  Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- End of Engagement/Transition Plan
  Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.

- Additional Services/Emerging Technologies
  Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.

- Pooling and Overages
  Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology		Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)		Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)			Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)			Selective laser melting (SLM)
	Digital Light Processing (DLP)			Selective heat sintering (SHS)
Type	**Technology**		**Type**	**Technology**
Wire	Electron Beam Freeform Fabrication (EBF3)			Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)			

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer's prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor's facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§ 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA). In addition, Vendors must also support Customer's processes for managing records' lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – Gov't Code 441.180-205 and rules 13 TAC 6
- Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)		Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)		Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC §202.26 or §202.76, as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver "best in class" Customer Service. Vendor's Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/ imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
    - document conversion;
    - records management and storage;
    - information governance;
    - transactional content management;
    - social content management;
    - online channel optimization; and
    - infrastructure content management.
    - Software as a Service for video, mobility, social, and cloud platforms.
    - Digital Asset Management
    - Archiving
    - Imaging
    - Business Process Management
    - Records Management
    - Document Management
    - Web Content Management

3.1.1 Pricing

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 related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2** - **BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.

    - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest".** Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
    - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
    - Document Imaging (**DIS**)
    - Enterprise Content Management (**ECM**)

  NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter **"MPS"**, **"DIS"** or **"ECM"** in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
    - BRAND
    - Product Number/SKU
    - MSRP
    - Discount % off MSRP
    - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
  - Managed Print Services, Network Devices, Non-Network Devices
    - Service Level Agreement "SLA Project/SOW"
    - Related Services
    - Accessories
    - Miscellaneous/Other

- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
  - Document Imaging
    - Miscellaneous/Other

- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
  - Enterprise Content Management
    - Related Services
    - Miscellaneous/Other

  Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. 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.

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

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel©) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

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

3.3. Emerging Technologies

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 DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
$50,000.01 to $1,000,000,00	Three (or all DIR Vendors in a category with less than three vendors)
$1,000,000.01 to $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on DIR's website.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: 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 the **sample** *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, http://www.txsmartbuy.com/sp

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (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 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.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations 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 *Standard Terms and Conditions for Products and Related 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.

4. General Information

4.1. Point of Contact

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

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

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 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.

4.3. Anticipated Schedule

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 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 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/2982423486435590147

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

DIR will provide conference and webinar attendees with an 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://www.txsmartbuy.com/sp. 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 during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. 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.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), http://www.txsmartbuy.com/sp. 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.

4.4. 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 2161.252(b), 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.

4.4.1 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 available in the BidStamp VIS. 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 uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 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.

4.4.3 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.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. 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.

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

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

1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher 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. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

2) Vendor 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. Vendor may also sell directly to Customers. 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. Signed letters of authorization must be submitted on Manufacturer/Publisher letterhead with original signature with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

4.5.2 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.

4.5.3 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://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

4.5.4 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 12 of Exhibit 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 DIR within the past five (5) years;
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 DIR. Disclosure of former state employees may be limited to the last five (5) years; and
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.

4.6. 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 solicitation response due date listed in section 4.3.1. No late responses will be reviewed**. No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 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 electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor.

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

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

1) **Vendor Information – Exhibit 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. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.

2) **Vendor History and Experience - Exhibit B of this RFO**
   Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.

4) **HUB Subcontracting Plan Forms – Exhibit D 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. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 4.4 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 signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) **Product Pricing**
   Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) **Signed letter(s) from the Manufacturer / Publisher,** on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer's / Publisher's products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. 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. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. 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 may 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.

4.9. 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-419 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. 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 RFO 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.

4.10. 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.

4.11. 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.

5. Evaluation, Negotiations, and Award

5.1. 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.

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
    a. A letter grade score of D or F in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
    c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

5.2.2 Weighted Evaluation Criteria

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

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).

5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and 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.

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 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.

5.5. 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 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, 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.

5.6. 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

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit 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) Company Name: _____

2) Comptroller of Public Accounts 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) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:

Fax:
Email:

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

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

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. 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).

11) List below by subsection all exceptions to the *Contract for Product and Services* and *Standard Terms and Conditions for Product and Services Contracts* **in redline form**. You must include the basis of your exceptions 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. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
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.

13) 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.**

14) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

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 Respondent's own program

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

16) 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
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Vendor Information – Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
Manufacturer Letters, Section 4.5.1	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign and upload)	
Pricing Form (BidStamp VIS Portal)	
Accessibility Documentation (PDAA), Section 3.5 RFO Requirement	
Service Agreement(s) *(if applicable)*	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-TSO-TMP-419; 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) To the extent applicable to this scope of this Solicitation, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services offered in the response to this solicitation number DIR-TSO-TMP-419;
iv) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
v) 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;
vi) 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;
vii) 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;
(viii) 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;
(ix) 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;
(x) 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);
(xi) 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;
(xii) 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; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

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

(xvi) 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;

(xvii) 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;

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

(xix) 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

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

(xxi) Respondent certifies that there have been ☐ **yes** / ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response; and

(xxii) Vendor represent and warrant as required by Texas Government Code section 2270.002, by executing this Contract, that Vendor does not, and will not during the term of this Contract, boycott Israel. Vendor further certifies that no subcontractor of the Vendor boycotts Israel, or will boycott Israel during the term of this Contract. Vendor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

*** Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the:

Texas Department of Information Resources
Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit B
Vendor History and Experience

1) Provide a **detailed** history of your company.

2) Provide the number of years your company has sold the products/services proposed in your response to this RFO.

3) Provide the number of years your company has sold the products/services proposed in your response to this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services proposed in your response to 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.

5) 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 the same products/services requested in this RFO.

_____Yes _____No

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

6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the 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.

7) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit C
Contract Marketing and Support Plan

Vendor must provide a 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 the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.

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

3) Provide the projected total sales of the 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.

4) Do you have other existing DIR Contracts? If yes, list those existing DIR contracts, and explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) 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. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Texas Department of Information Resources

DIR-TSO-TMP-419 Bid Package 1
Exhibit D

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

Rev. 2/17

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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB 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 (i.e., employees, supplies, materials and/or equipment), 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

<u>Continuous Contract</u>:** ***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, to include 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.

Rev. 2/17

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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years.	**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 https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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 #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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 do not have a continuous contract* in place for more than five (5) years.	**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 #: DIR-TSO-TMP-419

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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 the attachment.

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

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 the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its 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*, 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 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

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

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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. 2/17

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, §20.285 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 §20.282(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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

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 _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, 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, §20.282(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
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimilie Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
BID PACKAGE 2 - PRICING INDEX

Instructions

CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED BELOW.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
!! IMPORTANT!! For this category only enter "MPS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then add it as a row on the BIDStamp VIS Price Form. Add rows for the lowest-priced product and the highest-price product (if you offer both) in multiple rows for the M1 Volume Band in the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: A product number/SKU must be entered
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 3 - ENTIRE PRODUCT OFFERING - MPS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
TAB 3 - ENTIRE PRODUCT OFFERING - MPS - is not entered in the BidStamp VIS; it is entered in the tab titled "3 - Entire Product Offering - MPS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.

3) **For all Tabs above - Price to DIR Customer shall include all Shipping and Handling or Transport fees.**

4) **For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.**

5) **IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP**

DOCUMENT IMAGING SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
IMPORTANT!! For this category only enter "DIS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a Microfilm (Digital Archive Writer), then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a Microfilm (Digital Archive Writer), then add it as a row on the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: For DIS PRODUCT PART NUMBER/SKU: if Vendor do not have an assigned Product Part Number/SKU, enter "Services". If providing Service/Solution vendor is listed as Manufacture.
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 4 - ENTIRE PRODUCT OFFERING-DIS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
Vendor will provide a MSRP price list of Services/Solutions being proposed
Discount range (e.g., 0% - 99%) is not allowed.

	TAB 4 - ENTIRE PRODUCT OFFERING - DIS - is not entered in the BidStamp VIS; it is entered in the tab titled "4 - Entire Product Offering - DIS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.
3)	For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP

ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES

1)	TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing. DIR has provided Examples, followed by rows below the Examples,which list specific Product Categories for your pricing. IMPORTANT!! For this category only enter "ECM" in the BRAND Column !! IMPORTANT !! PRODUCT PART NUMBER/SKU: A Product Part Number/SKU must be entered Discount range (e.g., 0% - 99%) is not allowed.
2)	TAB 5 - ENTIRE PRODUCT OFFERING - ECM - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Vendor will provide an MSRP and Discount for EACH item that they wish to offer on their contract. If a product is not listed it may NOT be offered on their contract. Discount range (e.g., 0% - 99%) is not allowed. Product/Services detail list Pricing information is not entered in the BidStamp VIS. TAB 5 - ENTIRE PRODUCT OFFERING - ECM - is not entered in the BidStamp VIS; it is entered in the tab titled "5 - Entire Product Offering - ECM" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment. The Entire Product Offering is not entered in the BidStamp VIS; it is entered in "5 - Entire Product Offering - ECM" tab and submitted in BidStamp VIS as an EXCEL spreadsheet in the tab 5 format.
3)	For all Tabs above - Price to DIR Customer shall include all Shipping, Handling and Transport fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP
	TAB 6 - VOLUME DISCOUNT SHEET- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the service must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount. For example: ABC Service, 1-5 Units - 10.00% - (two decimals) ABC Service, 6-10 Units - 20.00% - (two decimals) ABC Service, 10+ Units - 30.00% - (two decimals) All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the tab 6 EXCEL spreadsheet format as an Attachment.

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT make any changes to the format of the grids. Insert additional rows as needed.

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)

CATEGORY	BRAND	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	MANUFACTURER "Y" IF APPLICABLE	RESELLER "Y" IF APPLICABLE	MSRP	Discount % off MSRP	UNIT
Volume Band M1 (Lowest Priced)	MPS	Nonac Copier Black and White	2 x 550 Sheet Paper Cassette, an 100-Sheet Stack Bypass, 512mb RAM, UFR II LT Printing, Network ScanGear, 10/100 Base TX Ethernet, USB 2.0 high speed connectivity and a drum unit	MKS345	Y		$1,000.00	30.00%	Each
Volume Band M3 (Highest Priced)	MPS	Copier Black and White	Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 4 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	DKE476		Y	$2,000.00	35.00%	Each
Volume Band C2 (Lowest Priced)	MPS	Copier Color	Digital Multifunction Copier, Standard Network Print & Scan, Duplexing, 100 Sheet Bypass, 2 x 550 Sheet Cassettes (L,L,L), 9" Wide Color Touch Screen Controlls, Scan to File / USB / Email, RADF, Stand	FIE873	Y		$3,000.00	40.00%	Each

	A	B	C	D	E	F	G	H	I	J
14	Non-MFD	MPS	Scanner	Scanner: Up to 4800 dpi optical resolution; 48 bit internal color depth; 8.5" x 11.7" maximum scan size; easy photo fix technology; advanced digital dust correction; 3-color RGB LEDs, Built-in Kickstand; High-speed usb 2.0 interface; photo scan software; 1 year warranty	JSLE8743	Y		$4,000.00	45.00%	Each
15	Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		$249.66	40.00%	Each
16	Non-MFD (Highest Priced)	MPS	3D Printer	Build Area: 2.36 x 1.77 x 3.94 in. (65 x 40 x 100 mm), XY resolution: 33 microns with patented grayscaling software, footprint: 9 x 9.5 x 24.2 in. (22.86 x 24.13 x 61.5 cm), electrical requirement: 110 VAC @ 3A, weight: 35 lbs (16 kg)	SOW09E		Y	$5,999.00	50.00%	Each
17	Volume Band M1 (Lowest Priced)		Copier Black and White							
18	Volume Band M1 (Highest Priced)		Copier Black and White							
19	Volume Band M3 (Lowest Priced)		Copier Black and White							
20	Volume Band M3 (Highest Priced)		Copier Black and White							
21	Volumen Band M5 (Lowest Priced)		Copier Black and White							
22	Volumen Band M5 (Highest Priced)		Copier Black and White							
23	Volume Band C2 (Lowest Priced)		Copier Color							
24	Volume Band C2 (Highest Priced)		Copier Color							
25	Non-MFD (Lowest Priced)		Facisimilie							
26	Non-MFD (Highest Priced)		Facisimilie							
27	Non-MFD (Lowest Priced)		Scanner							
28	Non-MFD (Highest Priced)		Scanner							
29	Non-MFD (Highest Priced)		3D Printer							
30	Non-MFD (Lowest Priced)		3D Printer							
31	**DOCUMENT IMAGING SERVICES**									
32	**IMPORTANT!! For this category enter "DIS" in the BRAND Column (See Example)**									
33	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
34	Imaging Services	DIS	Black and White Image Capture	Low (200 DPI)	Service	Y		$0.03	20.00%	Per Image
35	Imaging Services	DIS	Black and White Image Capture	High (400 DPI)	Service	Y		$0.04	30.00%	Per Image
36	Imaging Services		Color Image Capture	Medium (300 DPI)						Per Image
37	Imaging Services		Color Image Capture	Preservation >= 600 PPI						Per Image

	A	B	C	D	E	F	G	H	I	J
38	Imaging Services		Index Field - Type 1	Up to 15 Characters						Per Document
39	Imaging Services		Index Field - Type 2	31-45 Characters						Per Document
40	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Image
41	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Roll
42	Imaging Services		Microfilm Conversion	Conversion of microfilm to digital Images						Per Image
43	Imaging Services		Microfiche Conversion	Conversion of microfiche to digital Images						Per Image

	A	B	C	D	E	F	G	H	I	J
44	**ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES**									
45	**IMPORTANT!! For this category enter "ECM" in the BRAND Column (See Example)**									
46	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
47	Software	**ECM**	Digital Enterprise Mid Level Enterprise Content Management Software. Gartner Majic Quadrant rated. The solution can be hosted on premise or in the cloud, depending on the user's needs.	Software is a document management solution (DMS) that is suitable for companies of all sizes and in a wide range of industries such as accounting and financial services, manufacturing and health care.	SOFTWARE123	Y		$6,500.00	25.00%	Perpetual
48	Software	**ECM**	Mary Jane ECM offers integration with Salesforce, which gives users the ability to drag and drop and manage files from either system.	The system is accessible using mobile apps that can be used from a smartphone ot tablet.	TABLET123	Y		$2,000.00	33.00%	Annual Term
49	Software									
50	Software									
51	Software									

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - ENTIRE PRODUCT OFFERING MPS

You should list every product that will be offered on a contract. If it is not listed here it will not be included in the contract. BE SURE TO DETAIL YOUR PRODUCT DESCRIPTION.

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

CATEGORY	SUBCATEGORY	MODEL	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Lowest Model)	Copier Black and White	C0989					Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 1 GB Standard Memory (when UK-219 is installed), 50 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 4K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Highest Model)	Copier Black and White	VEA-3823					Includes: PS, PCL, and XPS Controller, 500-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 2 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Lowest Model)	Copier Black and White	BW 7777	$1,500.00	$1,300.00	$1,000.00	$800.00	Includes: PS, PCL, and XPS Controller, 1000-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 6 GB Standard Memory (when UK-419 is installed), 500 GB HDD, Standard USB 2.0 (supports local printing), Four USB 5.0 Host Ports, 12K Starter Toner and 120K Imaging Unit	$45,000.00	15.00%	$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Highest Model)	Copier Black and White	L - 246978	$3,800.00	$2,800.00	$2,300.00	$2,000.00	Digital MFP Copier, Standard Network Print & Scan, LED Print Heads, RADF, 1x530 Sheet Cassette L,L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	$225,000.00	20.00%	$181,350.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Lowest Model)	Copier Color	CL 9999	$2,000.00	$1,050.00	$1,000.00	$900.00	Digital MFP Color Copier, Standard Network Print & Scan, LED Print Head, 1x530 Sheet Cassette St-R to LG, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED, RADF, Duplexing	$100,000.00	25.00%	$75,562.50
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Highest Model)	Copier Color	L - 367894	$4,000.00	$2,100.00	$2,000.00	$1,800.00	Lease of L-36 Base model includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCLc / PCL 6 / PostScript network printing, Scan single-pass dual-sided color scanning, network scanning, 100-sheet doublesided single-pass feeder, auto duplexing, one 500-sheet paper drawer and 100-sheet bypass tray, developer and drum cartridges. Toner cartridges sold separately	$200,000.00	45.00%	$110,825.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	3D Printer	586-3D	$139.58	$93.00	$69.79	$55.83	1 form 2 3D printer, resin tank, build platform, finish kit, per-form software, 1 year warranty.	$3,350.00	20.00%	$2,700.10
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	Scanner	S-7870					SCANNER I1350 DESKTOP SCANNER, Color, Sheet Fed (Flatbed accessory available), 3000 pages per day, 600DPI Optical, 25PPM B&W/Color (1st 10 sheets @ 40PPM), USB 2.0/3.0 , 50 Sheet ADF (A4), EasyTouch & Capture SW, WARRANTY 3YR	$40,000.00	10.00%	$36,270.00

CATEGORY	SUBCATEGORY	BRAND	SKU / PART NUMBER	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: MPS	N/A	Project		Agency Growth Project		40.00%	Per SLA or SOW

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES RELATED SERVICES

RELATED SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
RELATED SERVICES	**EXAMPLE:** Training	N/A	4847		Copier Training per hour	$25.00	40.00%	$15.11
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES ACCESSORIES

ACCESSORIES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
EXAMPLE ACCESSORY	Document Feeder	Nonac	12345	$14.00	$12.00	$10.00	$8.00	Width : 51 mm to 216 mm (2" to 8.5") Length : 89 mm to 356 mm (3.5" to 14.0"), Thickness : 35 to 128g/m² (9 to 32 lb bond), Capacity (80g/m² paper) : 50 sheets or stacked to a height of 6.0 mm (0.2") (including curling)	$895.00	60.00%	$360.69
EXAMPLE ACCESSORY	Power Surge	John Doe Power Surge Co	3857					AMPS 15, Sentury, Plastic, Surge Strip, PN: 100190, Receptacles 6, Surge Suppression: Yes, Length Inches: 12; # OF Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	$95.00	45.00%	$52.64
											$0.00
											$0.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR NAME

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR NAME* (hereinafter "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 of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on December 7, 2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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 Level Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized

SAMPLE

Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, Appendix G, Appendix H, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix H, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may

SAMPLE

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 three quarters of one percent .75%. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

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

SAMPLE

7. Software License, Service and Leasing 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 D 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 D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. rder 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 Level Support 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,

SAMPLE

such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

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 NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of
General Counsel: _____

SAMPLE

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 2
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 3
   H. Proof of Financial Stability 3

5. Intellectual Property Matters 3

   A. Definitions 3
   B. Ownership. 4
   C. Further Actions. 5
   D. Waiver of Moral Rights. 5
   E. Confidentiality. 5
   F. Injunctive Relief 6
   G. Return of Materials Pertaining to Work Product. 6
   H. Vendor License to Use. 6
   I. Third-Party Underlying and Derivative Works. 6
   J. Agreement with Subcontracts. 6
   K. License to Customer. 6
   L. Vendor Development Rights 7

6. Product Terms and Conditions 7

   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) 7
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 7

7. Contract Fulfillment and Promotion 8

A. Service, Sales and Support of the Contract 8
B. Use of Order Fulfillers 8
1) Designation of Order Fulfillers 8
2) Changes in Order Fulfiller List 8
3) Order Fulfiller Pricing to Customer 8
C. Product Warranty and Return Policies 9
D. Customer Site Preparation 9
E. Internet Access to Contract and Pricing Information 9
1) Vendor Webpage 9
2) Accurate and Timely Contract Information 9
3) Webpage Compliance Checks 10
4) Webpage Changes 10
5) Use of Access Data Prohibited 10
6) Responsibility for Content 10
F. DIR Logo 10
G. Vendor and Order Fulfiller Logo 10
H. Trade Show Participation 10
I. Orientation Meeting 11
J. Performance Review Meetings 11
K. DIR Cost Avoidance 11

8. Pricing, Purchase Orders, Invoices, and Payments 11

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 11
B. Customer Discount 11
C. Customer Price 11
D. Shipping and Handling Fees 12
E. Tax-Exempt 12
F. Travel Expense Reimbursement 12
G. Changes to Prices 12
H. Purchase Orders 12
I. Invoices 13
J. Payments 13

9. Contract Administration 13

A. Contract Managers 13
1) State Contract Manager 13
2) Vendor Contract Manager 13
B. Reporting and Administrative Fees 14
1) Reporting Responsibility 14
2) Detailed Monthly Report 14
3) Historically Underutilized Businesses Subcontract Reports 14
4) DIR Administrative Fee 14
5) Accurate and Timely Submission of Reports 15

C. Records and Audit 15
D. Contract Administration Notification 16

10. Vendor Responsibilities 16

A. Indemnification 16
1) INDEPENDENT CONTRACTOR 16
2) ACTS OR OMISSIONS 16
3) INFRINGEMENTS 17
4) PROPERTY DAMAGE 17
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 18
C. Vendor Certifications 18
D. Ability to Conduct Business in Texas 20
E. Equal Opportunity Compliance 20
F. Use of Subcontractors 20
G. Responsibility for Actions 21
H. Confidentiality 21
I. Security of Premises, Equipment, Data and Personnel 21
J. Background and/or Criminal History Investigation 21
K. Limitation of Liability 21
L. Overcharges 22
M. Prohibited Conduct 22
N. Required Insurance Coverage 22
O. Use of State Property 23
P. Immigration 23
Q. Public Disclosure 24
R. Product and/or Services Substitutions 24
S. Secure Erasure of Hard Disk Products and/or Services 24
T. Deceptive Trade Practices; Unfair Business Practices 24
U. Drug Free Workplace Policy 24
V. Accessibility of Public Information 25
W. Vendor Reporting Requirements 25

11. Contract Enforcement 25

A. Enforcement of Contract and Dispute Resolution 25
B. Termination 25
1) Termination for Non-Appropriation 25
2) Absolute Right 26
3) Termination for Convenience 26
4) Termination for Cause 26
5) Immediate Termination or Suspension 27
6) Customer Rights Under Termination 27
7) Vendor or Order Fulfiller Rights Under Termination 27
C. Force Majeure 27

12. Notification 28

A. Notices 28
B. Handling of Written Complaints 28

13. Captions 28

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

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax 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 for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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) Webpage Compliance Checks

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

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage 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

Vendor and 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

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's 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 no more than two 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 to include reporting requirements. 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 may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. 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 and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the 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.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or 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 Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 identify a specific 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 Vendor and 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. Vendor will provide all required documentation at no cost.

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 are due on the fifteenth (15th) calendar day of the month following the month of the sale. 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 estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

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) The Vendor shall pay an administrative fee 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. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) 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.

c) 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 Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

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 seven (7) 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, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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) Prior to 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) 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;

(xii) 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;

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

(xiv) 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;

(xv) under Section 2155.006, and Section 2261.053, Texas 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;

(xvi) 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

(xvii) 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; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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 if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Exhibit A to the RFO and/or Section 10.C. (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 the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 the Customer.. 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 have an A rating and a Financial Size Category Class of VII from A.M. Best and are 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 $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. 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; and
d) Waiver of Subrogation

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 PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Security[1]s 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 or other contractual document or relationship 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 or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship 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 ten (10) 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

Appendix F

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and Related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-TSO-XXXX which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix F). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and

Example

any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. <u>Lease</u>.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

Example

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation

Example

of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments

Example

in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated

Example

to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time

Example

period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another

Example

location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of

Example

its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

Example

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an

Example

Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. <u>Representations and Warranties of Lessee</u>.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

Example

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

Example

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will

Example

comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon

Example

the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½ % per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated

Example

damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. <u>Notices and Waivers</u>.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

Example

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that

Example

this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Example

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	

Example

If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		

Example

What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

Example

Appendix G
MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-TSO-XXX, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the

Example

Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

Example

(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR- TSO-XXX on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result

Example

of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule

Example

Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the

Example

Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

Example

(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the

Example

Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination

Example

of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

Example

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a

Example

Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining

Example

Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

Example

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

Example

(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

Example

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of

Example

Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

Example

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through

Example

Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER**. Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii)

Example

repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts

Example

shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, offered to give, and does 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 this MLA and/or any Schedules executed hereunder;

Example

(ii) it 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, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has 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;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it 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,

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

(vii) 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 MLA;

(viii) Lessor 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;

(ix) as of the effective date of the MLA, 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;

(x) to the extent applicable to this scope of this MLA, Lessor 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;

Example

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

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

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has 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.

Example

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

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

Example

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

This Appendix H to DIR Contract Number DIR-TSO-*XXXX* contemplates the economical and timely repair/replacement/ or recovery of multifunctional networked copier equipment that is leased for 48-month or 60-month terms by the Customer (Lessee) from the Vendor (Lessor), for equipment having experienced inoperability, unserviceability, or condition damage that exceeds normal, wear and tear resulting from a declared disaster event ("Event") in the State of Texas. This Agreement is between the Customer and the Vendor and this agreement is not intended as an amendment to any lease agreement.

Monthly leasing prices for the Declared Disaster Equipment Recovery Program may be selected singly, for each piece of leased equipment and shall be identified by serial number. Monthly Declared Disaster Program leasing prices for 48 and 60-months shall be in accordance with DIR Contract Number DIR-TSO-XXXX Appendix C Pricing Index.

A Disaster Declaration is issued by the Governor of the State of Texas. Upon the issuance of a Disaster Declaration Proclamation in accordance with the authority vested by Section 418.014 of the Texas Government Code, *Vendor Name*, and *Customer Name*, in accordance with DIR Contract Number *DIR-TSO-XXXX* will abide by the following Equipment Recovery terms and conditions for property that a) is leased under DIR-TSO-*XXXX* in accordance with the Declared Disaster monthly pricing option, b) is documented as having been previously installed and operating for a minimum period of _____ months at the same location within a Texas county that is designated in the Disaster Declaration, c) having had no more than _____*(number)* late or outstanding payments during the entire lease term. Invoices that are in current dispute status or which have been in a previous dispute and resolved, do not count toward this (c) requirement.

Definitions

Event Date
The Event Date is the date that the disaster occurred.

Disaster Declaration Proclamation
A Disaster Declaration Proclamation for certain Texas counties affected by a disaster which is issued by the Governor of the State of Texas at https://gov.texas.gov/news/category/proclamation.

Initial Equipment Assessment Date
If the Event requires that an agency official pronounce the property as safe to access, after which the area in which the equipment under this Disaster Agreement is safely accessible, the calendar date that the physical equipment is safely accessible for assessment by Lessee is defined as the Initial Equipment Assessment Date.

Lessee Declared Disaster Service Call
The calendar date that a Maintenance and Support call (to the telephone number provided at the time of equipment installation) is initiated by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call.

Vendor Declared Disaster Service Call
The calendar date that a Maintenance and Support call is received by the Vendor that is identified as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words "Declared Disaster" which shall appear on all documentation thereafter.

Initial Vendor Assessment Date
The calendar date that the Vendor arrives on-site to assess the functionality and operability of each device identified by a Lessee Declared Disaster Service Call. The Vendor should arrive on-site within five (5) calendar days after receiving a Declared Disaster Service Call (excluding the date of the service call).

Recovery Plan
A written Recovery Plan initiated by the Vendor to the Lessee within five (5) calendar days after the Initial Vendor Assessment date. The Recovery Plan must be agreed, in writing, by both parties. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event.

Location

- Event Location – the Location at which the Event/Disaster occurred.
- Temporary Location – A physical location to which the agency has relocated their primary business due to the Disaster Event
- Recovery Location – The physical location to which recovery or remediation of equipment is delivered/installed.

Equipment Recovery/Replacement Terms and Conditions

General

Lessee shall continue submitting monthly lease payments during the time of the non-accessibility, throughout the repair/replacement Recovery (reinstall) process and then throughout the remainder of the lease term. All invoicing and payments shall be handled in accordance with Sections I. and J. of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-*XXXX*.

A Lessee may relocate to a Temporary Location during construction or repairs and may return to the original Event Location, or even to a new permanent location. The Vendor shall accommodate the Lessee in the installation and deinstallation of loaner or new equipment to the Temporary Location and in the final recovery of equipment at the Recovery Location.

Initial Equipment Assessment
Once the premises has officially been determined to be safe to access by an agency Facility or Security official, and the area in which the equipment under this Disaster Agreement is safely accessible, Lessee shall assess the equipment for operability. In order to qualify for this Program, equipment shall be non-functional or inoperable directly resulting from a Declared Disaster Event. In the event that non-operability of equipment is identified and assumed to constitute a Disaster Declaration Event, a Maintenance and Support call (to the telephone number provided at the time of equipment installation) shall be made by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words “Declared Disaster” which shall appear on all documentation thereafter. Lessee should retain the Confirmation Number for use when filing a written Declared Disaster Claim.

Vendor Assessment
Within five (5) calendar working days (exclusive of the date of the call) after the Vendor receives the Declared Disaster Service call, the Vendor shall arrive on-site to assess the functionality and operability of each device covered on the Declared Disaster Equipment Recovery Program.

Recovery Plan

Within five (5) calendar working days after the Vendor Assessment the Vendor shall and present a written Recovery Plan to the Lessee. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event at the earliest possible date, in order to minimize the Lessee's non-functionality equipment status. The Recovery Plan must be agreed, in writing, by both parties.

As each Declared Disaster Event is unique, below are examples for considerations to be made (as applicable):

- Are there facilities/construction repairs to be made as a result of the Event? Must the repairs be made before, or can they be made after equipment replacement?
    - Can the Lessee assist in expediting repairs? If so, how will they assist?
- Consider an interim operational status that will allow the Lessee to continue their business while new equipment or replacement parts/components are being ordered. Can the Vendor offer loaners?
- Where feasible, expedite the shipment of small to medium items (all handling, shipping and transport charges are borne by the Vendor).
- Vendor may consider shipping new or replacement equipment on a first available basis. An initial/temporary Recovery Plan could (stagger) include both loaner and replacement equipment.

At a minimum, equipment recovery shall be restored to a _____ % level within _____ calendar working days of the Initial Vendor on-site Assessment (first) arrival.

Vendor Obligations

All replacement, and new equipment shall be made with equipment that is equal to, or better than, the equipment being replaced.

All pricing for the monthly leased equipment shall be the same as the Declared Disaster pricing. All pricing for the continuance of Maintenance and Support Services shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index throughout the lease term.

All Copy Allowances and Overage charges on the Maintenance and Support Plan shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index.

Vendor is responsible for providing the following *at no cost to the Lessee*:
New and Replacement Equipment costs;
De-installation;
Installation
Parts and components costs;
Packing;
Shipping and Handling charges;
Transport charges and fees;
Labor;
Travel and lodging expenses;

Other Miscellaneous charges and fees associated with the Declared Disaster Equipment Recovery Program.

Lessee Obligations

Lessee shall provide the Vendor access to the premises Monday through Friday (less State Holidays) during normal working hours. If Vendor requests access to the premises during days or times that are outside of normal working hours and Lessee can accommodate without interruption to business, they shall endeavor to accommodate the Vendor.

Whenever Lessee is available to expedite the scheduling of facility or construction services that will impact the equipment recovery process, they shall expedite scheduling in order to allow quicker access by the Vendor.

If the Lessee has relocated their operation to a Temporary Location, and they require that a loaner be provided to this Temporary Location until such a time as the original building is reconstructed/repaired, the Lessee will be obligated to pay the difference in transport charges in excess mileage between the Event Location and the Temporary Location.

Claim

Lessee Claim Obligations

Lessee should initiate the filing of a claim within ten (10) calendar working days of the Initial Vendor Assessment conclusion.

Lessee shall provide a completed Claim consisting of the following documentation. A claim is not considered received until all of the following documentation has been received by the Vendor.

1. Provide documentation of having leased and operated equipment (Lease Agreement) for a minimum period of sixty days or *(enter other)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
2. Submit a Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
3. Complete Claim Form signed by agency head (Director or above).
4. Submit signed Recovery Plan (signed by Lessee and Vendor).

Any costs incurred by the Lessee during the interim of the Disaster Event until the Claim Acceptance Date by the Vendor is not reimbursable.

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

CLAIM FORM

Claim Number (Entered by Vendor) ⟶	
Declared Disaster Service Ticket/Confirmation Number (Entered by Customer/Lessee) ⟶	
Agency/Lessee name	Event/Disaster Date:
Street address	
City / State / ZIP code	
Customer/Lessee POINT OF CONTACT Name	
POINT OF CONTACT Telephone *(area code and number)*	POINT OF CONTACT E-mail

Contract Number:	
Vendor Company Name	
Vendor Point of Contact Name	
Vendor Point of Contact phone *(area code and number)*	Vendor Point of Contact E-mail

Equipment Mfgr and Model	*Equipment Serial Number*	*Equipment COUNTY, Bldg, street, city, state, zip*	*Is Equip inoperable? Yes or No*

Brief Description of Event and Damage

_____

_____

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

_____

_____

_____

Comments/Notes/Additional Information: _____

_____

_____

_____

_____

This Claim Approved by **Agency Director or above**: _____

Must be original, signed signature (not typed)

Type Name _____

Title: _____

Date Signed _____

Attach the following:

1. This claim form, completed and signed
2. Provide documentation of having leased and operated equipment listed above (Lease Agreement) for a minimum period of sixty days or *(enter other as pre-negotiated)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
3. A Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
4. A signed Recovery Plan (signed by Lessee and Vendor).

Bid Package 8

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Vendor References

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. 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: 419docmanagement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* 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 this reference and returned to DIR at 419docmanagement@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 Managed Print Services, Document Imaging or Enterprise Content Management Products and Services

1. Have you purchased any Managed Print Services, Document Imaging or Enterprise Content Management Products or from this Vendor in the past 2 years? 0. __No 1. ___Yes
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 or services provided to you? 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 MPS, Document Imaging or Enterprise Content Management Products and Services or related 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.

Request for Offer DIR-TSO-TMP-419
Bid Package 9

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offeror's will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date:

Name of Product:

Contact for more Information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other		

elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet		

that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Telecommunications products or systems which provide a function		

allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable		

with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall		

be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission,		

regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Self contained products shall be usable by people		

with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and		

restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to		

be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be		

46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.26 Desktop and Portable Computers – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the		

communication needs of end-users with disabilities.		

Return to the top of the page.

Texas Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Bid Package 10

Vendor ICT Accessibility Policy Assessment (PDAA)

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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 Catalog 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.)

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:

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
- 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.

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, 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,

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 **(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 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

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

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

(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:

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

· 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

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

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 (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

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 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

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

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

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

Bid Package 10
DIR-TSO-TMP-419

EXAMPLE

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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.
	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)

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

This Addendum #1 to Request for Offer DIR-TSO-TMP-419

1. Replaces Bid Package 1, Section 4.3.1 RFO schedule extending the RFO response due date and Vendor Reference due date to February 19, 2019 2:00 PM (CT)
2. Replaces Bid Package 1, Section 3.1, Paragraph 43;
3. Replaces first sentence of Bid Package 1, Section 4.7.1;
4. Replace Bid Package 1, Exhibit A Vendor Information, Item 10;
5. Contains questions and answers submitted in writing at the Vendor Pre-Bid Conference and Webinar, and to Carrie Thomas, the Purchasing Point of Contact.
6. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference Sign-In Sheet as an attachment to this Addendum #1; and
7. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference presentation slides as an attachment to this Addendum # 1.

---

1. DIR-TSO-TMP-419 Bid Package 1, Section 4.3.1 RFO Schedule is hereby replaced as follows:

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 19, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 19, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 19, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

2. DIR-TSO-TMP-419 Bid Package 1, Section 3.1 Products, paragraph 43 is hereby replaced with:

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

3. DIR-TSO-TMP-419 Bid Package 1, Section 4.7.1 first sentence is amended as follows: **VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

4. DIR-TSO-TMP-419 Bid Package 1, Exhibit A Vendor Information, Item 10 is hereby replaced with:

10. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies either via the BidStamp VIS Portal or directly via email. Instructions are included in **Bid Package 8**. 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).

Addendum 1

5. **Questions and Official Answers**:

1. Question: Are agencies able to procure digital print services through this vehicle?

Answer: This RFO does not include commercial digital print services. Texas state agencies procure digital printing services through the Comptroller's Statewide Procurement Division State Print Shop Web Portal.

2. Question: Will digital print and, or print mail going to be accepted under this cooperative contract as miscellaneous?

Answer: Print mail services are not included in this RFO. Refer to the Answer to Question 1 above, and Bid Package 1, Section 3. Scope. Print mail services are offered through DIR's Shared Technology Services (STS). STS is currently in the planning phase of a solicitation for **Data Center Services - Print, Mail, and Digitization** due to post in Summer 2019. Please see DIR's Current Contracting Initiatives page for more information.

3. Question: (Pg 6, Section 3.1) The RFO mentions scanning services, referred to as digital imaging and document imaging, and hardware with respect to Managed Print Services, but is silent on actual print services. We understand in the past, agencies used the CCG contract for printing services. Does the RFO consider the use of the contract for printing and/or digital printing services? Digital printing is defined as any printing not using plates to transfer an image or text.

Answer: Printing Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answer to Question 1 above.

4. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for offset printing services, defined as any printing that would use plates to transfer an image or text?

Answer: Offset Printing Services are not included in Bid Package 1, Section 3. Scope.

5. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for agency printing and any associated mail fulfillment services as well?

Answer: Primary Printing Services and Mail Fulfillment Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answers to Questions 1 and 2 above.

Addendum 1

6. **Question:** (Pg 6, Section 3.1; Pg 18 Section 3.1.1.1. Under "The Third Tab", Miscellaneous/ Other) If the answer is yes to any of the three previous questions, please indicate the pricing schedule for these services that DIR would prefer?

   Answer: The answer is No for questions 3, 4, and 5. Refer to the Answers to Questions 3, 4 and 5 above.

7. **Question:** Will the BidStamp VIS System allow multiple people to have an account from the same vendor?

   Answer: Yes, a single Vendor account may have multiple users.

8. **Question:** May multiple people from one company have access to the portal?

   Answer: Multiple users may have access to a single Vendor account.

9. **Question:** Can you partially fill out and log in later to continue?

   Answer: Yes, BidStamp allows Vendors to leave and return to their response to complete up to the due date and time of the response. DIR suggests selecting SAVE in each line item of the BidStamp pricing form before exiting.

10. **Question:** Are scanner manufacturers and software provided by responder considered 3rd party?

    Answer: Third party software is software that is not published by the manufacturer (as in an operating system/manufacturer application).

11. **Question:** Scanner manufacture (i.e. Kodak) and software developers (i.e. Docuware) each considered 3rd party vendors requiring submittal of documents for authorized vendors of these?

    Answers: Refer to the Answer to Question 10 above.

12. **Question:** Will a manufacture certificate be required for third party equipment?

    Answer: Vendors must provide proof that they are an authorized Reseller for each manufacturer's product proposed in their response. Refer to Bid Package 1, Section 4.5.1, 1).

Addendum 1

13. **Question:** General - Do out of state dealers need a letter of authorization to participate on contract?

    Answer: Vendors must be authorized to do business in Texas in order to have a contract with DIR.

14. **Question:** Exhibit B, Question 1, Detailed history, Is there a page limitation?

    Answer: No, use additional pages as needed.

15. **Question:** To make it easier to manage the product list, in other contracts pricing references have been set up with product category discounts. Will this not be the case for this contract? We have to list every single product for each product category that fits the contract?

    Answer: Yes, a complete response will list every product/service offered in Bid Package 2 in the appropriate tab (Entire Offering) and if it does not fall within one of the categories listed/formatted then, it should be offered/listed in the Miscellaneous/Optional category.

16. **Question:** Would you address changes (new ones and removing old ones) as it relates to this contract after contract award?

    Answer: DIR understands that products have a lifecycle. If awarded a contract, Vendor will work with their assigned DIR Contract Manager to edit their product offering on a schedule determined by DIR and Vendor. These scheduled changes may include, but are not limited to replacing obsolete products, adding enhanced or new versions, and deleting products. In addition, DIR will consider changes at the annual optional renewal term or per the emerging technology changes described in Bid Package 1, Section 3.3 Emerging Technologies.

17. **Question:** General Question: Under this contract award is software available as a stand-alone acquisition item to qualified entities or will software solutions only be allowed as an add-on to hardware purchases?

    Answer: Yes, as it relates to Bid Package 1, Section 3. Scope.

Addendum 1

18. **Question:** DIR-TSO-TMP-419- Bid Package 1- RFO- Please confirm that it is the intent of DIR to allow standalone software components on this RFO.

    Answer: Refer to the Answer to Question 17 above.

19. **Question:** Has the Master Operating Lease and or Master Lease been changed from the current lease under contract?

    Answer: DIR has no knowledge of the contract referenced in the question. The Master Operating Lease Agreement and the Master Lease Agreement for this RFO are posted as Bid Package 5 and Bid Package 6, respectively.

20. **Question:** Will DIR allow or add to lease agreement (MLA / MOLA) "Standard $1.00 Out Lease" structured program/option? Note: Customer would have option to transfer title of ownership at end of lease for $1.00.

    Answer: Yes, refer to Bid Package 6, Master Lease Agreement, Section 13. Purchase and Renewal Options; Location and Surrender of Equipment which discusses a Fair Market Value option.

21. **Question:** Will DIR allow or add to leasing agreements (MLA / MOLA) "Tax Exempt Municipal Lease" structured program/option? Note: This would require title of ownership to transfer to customer.

    Answer: Additional terms to the existing MLA or MOLA may be negotiated between the Vendor and customer as long as the proposed term(s) do not diminish DIR contract or DIR MLA/MOLA terms.

22. **Question:** How can we validate you have received the references?

    Answer: You may contact your references or have them cc: you when they submit to DIR.

23. **Question:** Who can we talk to for clarification on cancelled contracts?

    Answer: Questions should go to Carrie Thomas, as stated in section 4.1 of the RFO.

Addendum 1

24. **Question:** All questions submitted pertain to: DIR-TSO-TMP-419. Who can we talk to for clarification on cancelled contracts?

    Answer: Refer to the Answer to Question 23 above.

25. **Question:** Are there provisions for small businesses to be a prime on this contract?

    Answer: Any qualified Vendor able to provide products and/or services described in this RFO will be evaluated to move to negotiations. Vendors awarded a DIR contract will be considered as master contract holders. There are provisions for Resellers, Order Fulfillers and Subcontractors in Bid Package 1, Section 4.5.1 Authorized Vendors.

26. **Question:** RFO 3.1 PG 12 DIS, is a narrative required for any of the bullets? If so, where to put it in the proposal?

    Answer: The contents of Vendor's proposal must meet the requirements of the RFO, and are at the Vendor's discretion. It is in the Vendor's best interest to answer each question thoroughly.

27. **Question:** Is this contract specific to TX based vendors? If not, are there preferences TX based vendors have? Explain?

    Answer: No, refer to Bid Package 4, Appendix A, Section 3. Definitions, A. No preferences are given to Texas based Vendors.

28. **Question:** Are Texas-based vendors preferred for this contract?

    Answer: Refer to the Answer to Question 27 above.

29. **Question:** What if a customer wants to purchase ECM service/product but they do not want DCS product or service?

    Answer: DIR assumes that the Vendor's question refers to "DIS" and not "DCS". In that regard, each DIR Cooperative contract will have an Appendix C Pricing Index which will provide the Vendor's unique offering of products/services.

Addendum 1

30. **Question:** Is there an option to upload a single Excel or Word document or does each question need to be entered individually?

    Answer: Each question and each document should be submitted singly in the BidStamp Vendor Information System portal (VIS).

31. **Question:** Would it be acceptable to upload one single Word document with all completed RFO documents embedded within that one document or do all of the RFO documents and any additional documentation need to be separately attached one by one?

    Answer: No. Vendors should not embed any documents within the proposal and each document should be uploaded separately into the VIS portal.

32. **Question:** Could you please provide me with the link to the recorded webinar for the prebid conference from the Friday before Christmas?

    Answer: The webinar was not recorded. The Prebid Conference PowerPoint slides are attached to this Addendum 1.

33. **Question:** General - due to the complexity of the RFP, we request a 2 week extension do the due date.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

34. **Question:** DIR-TSO-TMP-419- Entire Bid Package-Would DIR consider offering an extension to this RFO?

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

35. **Question:** General Question: To provide DIR with a comprehensive response that considers all of your valued feedback, we respectfully request a two (2) week extension of current due date. Will DIR extend due date of February 4, 2019 to February 19, 2019?

    Answer: Refer to the Answer to Question 34 above.

Addendum 1

36. **Question:** DIR-TSO-TMP-419. Would DIR consider extending the period for vendors to pose questions to Thursday Jan 10th, 2019? This will allow respondents to further understand the RFO and accommodate for personnel who have been on vacation during this holiday period.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

37. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:22, Section Number: 4.3.1 RFO Schedule January 22, 2019 COB (CT) Estimate for posting answers to questions on the ESBD. Can DIR extend the RFP deadline to insure two weeks from the date of publication of the question responses? Responses could impact the ability of vendors to give DIR the best pricing possible.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

38. **Question:** Will the Department of Information Resources (DIR) please allow a second round of questions to clarify any of the answers provided from the first round of vendor questions? It is often the case that answers provided (in general) require additional clarification.

    Answer: The Due Date for all questions in the VIS Portal was January 7, 2019. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

39. **Question:** General - would DIR consider adding another round of questions and answers after this initial round?

    Answer: Refer to the Answer to Question 38 above.

40. **Question:** DIR-TSO-TMP-419- Entire Bid Package- Would the State consider allowing vendors to ask secondary questions to allow for additional clarification when needed?

    Answer: Refer to the Answer to Question 38 above.

Addendum 1

41. **Question:** General: What is the process for price adjustment over the term of the award? For example, a 3rd party software price change (up or down). Can new pricing be submitted as long as the discount rate remains the same?

    Answer: MSRP Pricing can be adjusted in accordance with manufacturer's suggested retail pricing. Throughout the life of the contract, the awarded Vendor may offer increased discounts off MSRP, but they may not decrease the discount off MSRP.

42. **Question:** Is it DIR's intention to post the sign in sheet for the pre-conference that was held on December 17th along with any notes regarding questions and answers? Thank you!

    Answer: The Sign in Sheet is attached to this Addendum 1. Refer to #5 of the Summary listed above.

43. **Question:** What is the estimated number of projects per month? (an average)

    Answer: Refer to Bid Package 4, Standard Terms and Conditions, Section 2. No Quantity Guarantees.

44. **Question:** What is the estimated number of pages for the average project? (an average)

    Answer: Each individual Customer project is based on the Customer's requirements.

45. **Question:** What is the minimum project size? Ex. 20 boxes (50,000 images)

    Answer: Refer to the Answer to Question 44 above.

46. **Question:** Where do you anticipate projects will be coming from? (office/locations)

    Answer: Any eligible DIR customer may purchase products and services offered on a DIR Cooperative contract.

47. **Question:** What is expectation regarding document transport? Will agency/office ship?

    Answer: Refer to the Answer to Question 44 above.

Addendum 1

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: Yes, as long as the data remains within the contiguous United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Refer to the Answer to Question 47 above.

50. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number 3.1 Products. Managed Print Services Examples. Technical Support

Regarding the Analyst services necessary to support Customers connecting their devices to their networks (if applicable) is remote (non-on site) services acceptable?

Answer: Yes, remote services are acceptable. Refer to the Answer to Question 48 above.

51. **Question:** RFO 3.3 page 19 "Vendor may propose such products and related services."

a. What is the process for a vendor to propose to DIR emerging technologies products/services for augmentation to the original solicitation?

Answer: Refer to Bid Package 1, Section 3.3 Emerging Technologies.

b. Would the emerging technologies products/services proposed by that vendor then undergo a bidding process amongst the other contracted vendors (assuming there were multiple contract awards)?

Answer: Refer to the Answer to Question 51 a. above.

52. **Question:** RFO 3.5 page 20 "..all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATS…"

a. During the Vendor Conference, vendors were instructed to upload the form as a Word document.

If links are used, should they be pasted into the VPAT Word document? Or, if the links should they be listed in the vendor's proposal, what section of the response should these links be placed under?

Answer: If a Vendor is using links to the manufacturer websites only, Vendors should include a word document titled "VPATs" with the list of links to the specific products that are included in the submitted Pricing Index. If Vendor is a manufacturer submitting the VPATs for the products, Word documents or PDF will be fine. The important thing is that all the VPATs that are submitted are accurate.

b. Page 20 / Section 3.5 - Please confirm that VPAT's are not required for services, only required for physical or electronic products.

Answer: VPAT's are only required for commercial off-the-shelf IT hardware or software.

53. **Question:** RFO 4.5.1 page 25 "Vendors who respond to this RFO must be one of the following:". Are the signed letter(s) of authorization required for vendors who are providing services (not reselling products)?

Answer: Yes, a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized Service Provider of Manufacturer's/Publisher's products.

54. **Question:** RFO 4.4.1 page 24 "…An original, signed paper copy of the HSP must be uploaded into BidStamp." and 4.7.1.4 page 27 "HUB Subcontracting Plan Forms"

Answer: Yes, all pages of the HSP must be completed, signed, scanned and uploaded to the VIS Portal.

Addendum 1

55. **Question:** During the Vendor Conference, it sounded like vendors are to fill in an HSP form within BidStamp VIS, then print it out, sign it, and then upload the signature page. Are all the pages of the HSP to be uploaded or just the signature page of the HSP?

Answer: Refer to the Answer to Question 54 above.

56. **Question:** Our proposal was arranged according to "Section 4.7: Response Format and Contents" from the Bid Package 1 RFO document; however, Bid Package 1 RFO Exhibit A doc also had a section of what to include (16A – Checklist for the RFO). Could you please confirm how our proposal should be organized?

Answer: Vendors must ensure that all mandatory requirements for this RFO are met per Bid Package 1, Section 4.7.1, even if they are not included in this checklist in Exhibit A, 16. Vendor must upload all required documents through the BidStamp VIS portal. A specific order of documents is not required.

57. **Question:** Reference document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 3, Section: 1.2.6 Current Contracts. DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. Enterprise Content Management (ECM) Products, Software and Services is a new category."

Will stand-alone contracts for software, Imaging and ECM remain active or be phased out? Can components from existing independent contracts be incorporated into an MPS solution or must they also receive an award under DIR-TSO-TMP-419?

Answer: Components from existing contracts cannot be incorporated into an MPS solution. DIR-TSO-TMP-419 is a new solicitation and has no relation to the existing contracts.

58. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 16, Section: 3.1 Products Enterprise Content Management (ECM)

Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content

types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

Can components from existing DIR contracts be incorporated into an ECM solution or must they also receive an award under this contract?

Answer: ECM has a Related Services element; if the Vendor offers a Related Service to an ECM product, it should be listed in the Entire Product Offering-ECM (Tab 5) of the Pricing Index. Additionally, refer to the Answer to Question 56 above and Bid Package 1, Section 3. Scope.

59. **Question:** Page 5 / Section 3.1. Please confirm that we can include products already existing in other contracts we want included in this contract.

Answer: A Vendor may propose any product and/or services that are listed in Bid Package 1, Section 3. Scope. In addition, the Pricing Index has a category titled Miscellaneous/Other for items that are not listed in Bid Package 1, Section 3. Scope, but are within the scope of the solicitation.

60. **Question:** Bid Package 1 RFO- Section 3.1 Scope Under Scope there are three categories listed, MPS, Document Imaging Services and Enterprise Content Management. Does the Section Under MPS allow for outright purchase of devices, (scanner, printer, MFP's, facsimile devices etc.) Section 3.1 page 10 references copiers, printers, and scanners.

Answer: Yes, direct purchases may be offered for this solicitation.

61. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section: 3.1 Products

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products.

Vendors use different nomenclatures to label their equipment. Please confirm your acceptance of this definition of manufacturing status as follows: None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished,

or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which model of new equipment is being provided, the District will be the first user of the equipment."

Answer: DIR does not accept the definition above. The scope is defined in Bid Package 1, Section 3.1. Vendors shall propose new products only.

62. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section Number 3.1 Products.

Regarding Equipment Manufacturing status. Does DIR have any issues with the equipment manufacturing definition? Equipment manufacturing status may change during the lift of the equipment. For equipment that is included in the DIR Final Award, what are the ramifications if equipment manufacturing status changes during the term of the contract?

Answer: If the life cycle of a product ends during the term of the contract, the Vendor may add the new version of the product to their existing contract.

63. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:6, Section: 3.1 Declared Disaster Optional Declared Disaster Equipment Recovery Program. If a vendor elects to participate in the disaster recovery program, must the service be offered on every device in the portfolio or can it be on a subset of available devices?

Answer: All products within the Optional Declared Disaster Equipment Recovery Program for 48 or 60 month leases must be offered. Vendors may elect to only offer their 60 month lease portfolio and/or their 48 month lease portfolio, however, a 48 month portfolio may not be offered without a 60 month lease portfolio.

64. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO- pg. 12, Consumables Supply Services-2. Would DIR consider the addition of the following language into 3.1 Products, Managed Print Services Examples, Consumable Supply Services: "This requirement does not apply to 3D systems. Customers shall order these supplies on an as needed basis."

Answer: No. For 3D Printers it is intended that the Vendor list the equipment and any accessories that they offer on separate lines; refer to Bid Package 1, Section 3. Scope.

Addendum 1

65. **Question:** Would it be possible to use a different font and/or color for our answers for the Exhibits so it is easier to differentiate between the Texas DIR questions and our responses?

Answer: Yes, as long as it is clear, and meets accessibility requirements. Vendor response documents should be submitted in a format that is accessible to people with disabilities. Vendor should refer to Bid Package 1, Section 4.7.3.

66. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO-Exhibit A- Item 10- Question ten of the DIR-TSO-TMP-419-Bid Package 1 RFO- Exhibit A, directs vendors to Bid package 5 for vendor reference questionnaire instructions, however the Vendor references are located in Bid Package 8. Please confirm that this question was meant to state Bid Package 8.

Answer: Yes, Bid Package 8 is titled Vendor References; refer to the Answer to Question 3 above.

67. **Question:** Exhibit A: Page 26/28: Section 11.B Termination, Item 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

Will DIR clarify that this term/condition does not apply to any and all executed lease agreements under this contract and only applies to the actual contract award?

Answer: If a Vendor offers to lease equipment on a DIR contract that is awarded to them, they will be bound first, to the terms and conditions of either the Master Operating Lease Agreement or Master Lease Agreement (MOLAs or MLAs, respectively) and then Bid Package 4 Standard Terms and Conditions.

68. **Question:** DIR-TSO-TMP-419- Bid Package 2- 11.B.3- DIR-TSO-TMP-419- Bid Package 2- 11.B.3 states, " 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. " Please clarify that this section only applies to the documents listed above and not the underlying lease agreements for the installed equipment.

Answer: Refer to the Answer to Question 67 above.

69. **Question:** Exhibit A Attachment 2 "This form must be completed/signed by respondent for each identified reference (cancelled contract references)". Can you please clarify what "cancelled contract references" means? Is this applicable only if a vendor's reference is from a cancelled contract?

Answer: The Vendor shall complete Exhibit A Attachment 2 if the Vendor has a cancelled contract. If Vendor has a cancelled contract, DIR requires a Point of Contact (POC) for that contract.

70. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Does DIR wish for responding vendors to delete information provided as "examples" and enter response data/pricing applicable to request?

Answer: Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

71. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Column D: Products/ Services Sub Description: Are vendors to create their own configurations or will DIR be providing minimum configurations for each of the volume bands requested? If there will be no minimum configuration requirements, are vendors to supply base unit pricing only and list every accessory item available separately?

Answer: The requirement within each Volume Band should be the lowest price of the base model equipment. Bid Package 2 Pricing Index Tab 2 does not require pricing for accessories.

72. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, MFD Copier/Printer Maintenance Plans/Prices. Where would an alternative price plan such as equipment flexible Rental program be placed on the price exhibit?

Answer: If a Vendor offers the rental of equipment, they shall submit a detailed description of the products/services in the Miscellaenous/Other category of Tab 3 – Entire Product Offering-MPS.

73. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, "Product Services Description"

Are there any other minimum specification or requirements other than the stated speed band?

Answer: No, the specifications and requirements are as defined in Bid Package 2 Pricing Index (Tab 2).

74. **Question:** Referencing Bid Package 2 – Based on the format on Tab 3 Entire Product Offering – MPS, how will DIR / Customer determine what accessories go with what models since the accessories are at the bottom of the page and not listed or requested within the volume bands of the MPS equipment?

Answer: If an accessory is sold separately it should be listed in the Accessories section. If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3).

75. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index- 3. Please clarify where DIR would prefer Vendors to include their CPC rates in the pricing submission on the BidStamp portal.

Answer: DIR does not require the submission of Cost per Click (CPC) rates in Vendor response to DIR-TSO-TMP-419. Copy allowances and CPC rates will be determined at the time of Negotiations.

76. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index,
Section: Tab #4, MFD Copier/Printer Maintenance Plans/Prices

MFD Copier/Printer Maintenance Plans/Prices - Is there a requirement and/or opportunity to include multiple equipment service options/plans (copy allowances etc.? Where would we put those in the price exhibit?

Answer: Maintenance should be submitted in the *Managed Print Services, Related Services* section of Bid Package 2 Pricing Index, Entire Product Offering -MPS (Tab 3). Refer to the Answer to Question 74 above.

77. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index-. If it is the intent of DIR to allow standalone software components, how should vendor's calculate ECM and software lease rates to submit as part of the response?

Answer: In regards to stand alone components, refer to the Answers to Questions 18 and 19 above. If the Vendor offers the lease of software it should be **detailed** in the Entire Product Offering-ECM (Tab 5), Miscellaneous/Other section.

78. **Question:** Bid Package 1 - RFO- SCOPE 3.1 Products - Does this offering include the options for outright purchase of supplies? If so, would these be entered under the miscellaneous/other category on the pricing template?

Answer: Supplies/Accessories should be listed in Entire Product Offering-MPS (Tab 3) under Accessories. Consumable products such as toner, and paper offered as standalone products are outside the scope of this RFO.

79. **Question:** Referencing Bid Package 2 – How are vendors to provide variably monthly lease rates/pricing? There is only one column provided for one monthly lease payment. (ie: FMV, Standard $1.00 Out, Tax Exempt Municipal Lease, etc.)

Answer: The Percent (%) Discount off MSRP that is offered at the time of proposal (if accepted) will remain fixed throughout the term of the contract. The MSRP may vary according to the manufacturer's published suggested retail price.

80. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide accessory pricing on tab 2 Bid stamp price sheet?

Answer: If an accessory is sold separately it should be listed in the Accessories section in Bid Package 2, Entire Product Offering-MPS (Tab 3). If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3). Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

Addendum 1

81. **Question:** Bid Package 2 Pricing Index - On the pricing index spreadsheet can you clarify where one would enter the pricing for those devices that would be an outright purchase.

Answer: Vendors should list their product offering in Bid Package 2, in the appropriate Entire Product Offering (Tab 3, Tab 4 and/or Tab 5). All items listed are for purchase unless otherwise indicated (as a lease).

82. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide both mono and color cost maintenance rates for proposed MFD's? How does DIR wish for vendors to provide or present maintenance pricing (cost per print or monthly volume inclusive maintenance programs, etc.).

Answer: To distinguish pricing between Mono and Color, they should be listed in separate rows. Refer to the Answers to Questions 77 and 78 above.

83. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab#6, "Volume Discounts"

Volume Discounts – Are the Quantity Bands/Revenue amounts/discount bands for volume discounts stated in the Price Exhibit examples and is it up to the vendor to determine/propose "Bulk Buy" discount criteria. Is the vendor limited to the specifics of the example included in TAB#6?

Answer: It is up to the Vendor to determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

84. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount: Are the quantities listed examples or actual ranges DIR wishes vendors to respond to? If only examples, are vendors to provide their own quantity ranges and applicable discounts?

Answer: The quantities listed are example and the Vendor will determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

85. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount/ "Additional Discount Based on Aggregate Sales": Is this item a requirement or optional?

Answer: Bid Package 2 Pricing Index, Volume Discount (Tab 6) is optional.

Addendum 1

86. **Question:** bid package 4, section B - would DIR consider modifying the reporting requirements to simplify the process?

Answer: DIR will not modify the reporting process in Bid Package 4, Standard Terms and Conditions, Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report.

87. **Question:** DIR-TSO-TMP-419 Bid Package 4 Appendix, pg. 32- 1. Please clarify if force majeure would apply to equipment payments, or would only payment for service be suspended?

Answer: As it applies to Bid Package 1, Standard Terms and Conditions, Section 11. Contract Enforcement, C. Force Majeure, all payments due from the Customer during the Force Majeure term will be suspended.

88. **Question:** Bid Package 8 - References - Can references includes companies / agencies outside of TX?

Answer: Yes, the Vendor selects the Reference then submits Bid Package 8 to the selected Reference.

End of Addendum 1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-419
Vendor Conference Sign-in Sheet
December 21, 2018 / 9:00 A.M. (CT)

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Edgar Antu	Strategic Partnerships, Inc	Eantu04@gmail.com	Yes
Webinar - Debb Atnip	CDWG	Debb.atnip@cdw.com	No
Webinar - Kevin Brooks	CTI – Cartridge Technologies	kevinb@ctimd.com	N/A
Webinar - Juan Celaya	Compu-Date International, LLC	jcelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jjcelaya@cdlac.com	Yes
Webinar - Jim Connolly	Xerox Corporation	James.connolly@xerox.com	No
Webinar - Ed Detwiler	NPC, Inc.	Ed.detwiler@npcweb.com	No
Webinar - Demetra Dickins	Kodak Alaris	Demetra.dickens@kodakalaris.com	No
Webinar - Scott Gorman	Xerox Corporation	Scott.gorman@xerox.com	No
Webinar - Tom Hay	DIR	Tom.hay@dir.texas.gov	No
Webinar - Bill Knapp	Compu-Data International, LLC	bknapp@cdlac.com	Yes

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Jeremy Knott	NPC	Jeremy.knott@npcweb.com	No

Webinar - Elizabeth Lopez	DIR	Elizabeth.lopez@dir.texas.gov	No
Webinar - Thomas Mandell	Xerox Corporation	Thomas.mandell@xerox.com	No
Webinar - Darren Morlando	Xerox Corporation	Darren.morlando@xerox.com	No
Webinar - Rasa Myers	Xerox Corporation	Rasa.myers@xerox.com	No
Webinar - John Paider	HMB	jpsifrt@hmbnrt.vom	zno
Webinar - Michelle Passarell	Xerox Corporation	Michelle.passarel@xerox.com	No
Webinar - Jerry Roberts	Muratec America	jroberts@muratec.com	No
Webinar - Ann Russo	Xerox Corporation	Ann.russo@xerox.com	No
Webinar - Blair Shaw	Ricoh	Blair.shaw@ricoh-usa.com	No
Webinar - Talan Tyminski	Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Webinar - Will Waterall	Precision Products, Inc.	waterall@precisionproducts.com	No
Webinar - Joe Yankle	Kodak Alaris	Joseph.yankle@kodakalaris.com	No

Webinar - Geri Pomerantz	Xerox Corporation	Geri.pomerantz@xerox.com	No
Webinar - Michael Wright	Canon USA Inc.	mwright@cusa.canon.com	No
Webinar - Anastasia Foerscher	Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Webinar - Ed Friel	Canon USA Inc.	efriel@cusa.canon.com	No
Webinar - Tammy Leger	Xerox Corporation	Tammy.leger@xerox.com	No

Mandy Hayden	Neubus, Inc.	mhayden@neubus.com	No
Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No

Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Vendor Pre-Bid Conference

December 21, 2018

9:00 – 11:00 (CT)

Texas Department of Information Resources

1

Introduction

Linda Hart, DIR **Phyllis Benitez, DIR** **Ray Infante, DIR**	**Jeff Kline, DIR**
Contract Manager Chief Procurement Office	**Program Director** Statewide EIR Accessibility
Kelly Parker, DIR	**CPO Staff, DIR**
Director, Cooperative Contracts Chief Procurement Office	**Webinar Coordinator** Chief Procurement Office

2

Agenda

- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Schedule
  - RFO Contents
  - Mandatory Submissions
  - Evaluation Criteria
- Break
- Questions
- Conference Closing

3

General Information

- Reference the RFO page number and Section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by 2:00 P.M. (CT), January 7, 2019.

4

General Information (continued)

- **Disqualification of Offers**
  - Failure to sign, scan and upload Vendor Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete, sign, scan and upload the Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to submit on or before due date and time
  - Contact with DIR employees regarding this RFO other than designated contacts
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**

5

General Information (continued)

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.

6

General Information (continued)

Contacts for inquiries regarding this RFO

Carrie Thomas – carrie.thomas@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker – kelly.parker@dir.texas.gov or Joan Scott – joan.scott@dir.texas.gov

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – dir.hub@dir.texas.gov
Theresa Williamson (512) 475-4638 – dir.hub@dir.Texas.gov

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline –(512) 463-3248 - jeff.kline@dir.texas.gov

7

DIR Cooperative Contracts

- DIR combines the buying power of DIR Customers to obtain volume-discounted pricing for IT products and services.
- Customer purchases through the Cooperative Contracts Program resulted approximately $5 billion for fiscal years FY2016 – FY2018. See Bid Package 1, Section 1.2.5, Historical Sales.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	$1,969,587,916.75	$1,893,601,003.97	$1,807,846,260.33

8

Threshold and SOW Requirements

Beginning September 1, 2017, the Threshold Requirements for IT Commodities (Hardware, Software and Services) are as follows:

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
More than $50,000 but not more than $1 million	Three (or all DIR Vendors in a category with less than three vendors)
More than $1 million but less than $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

State agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

9

Bid Submittal / VIS

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via **http://dircommunity.force.com/BidStamp** and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.

10

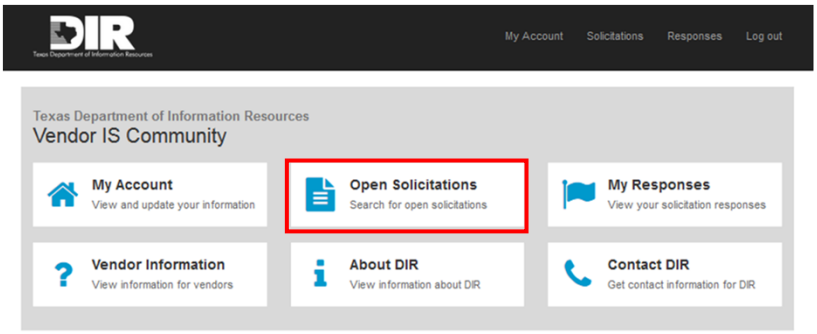
Bid Submittal

- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

11

Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



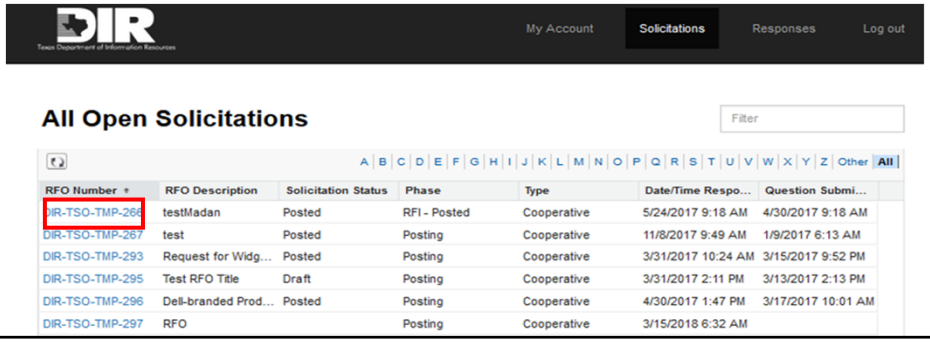
The Vendor BidStamp Guide and the presentation are posted on DIR's website on the Information For Vendors page.
http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

12

Creating a New Response

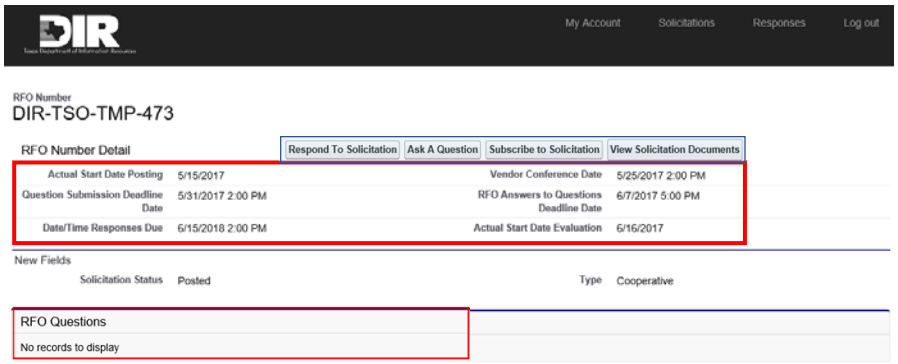
To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-TSO-TMP-419**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



13

Creating a New Response, *cont.*



This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.

14

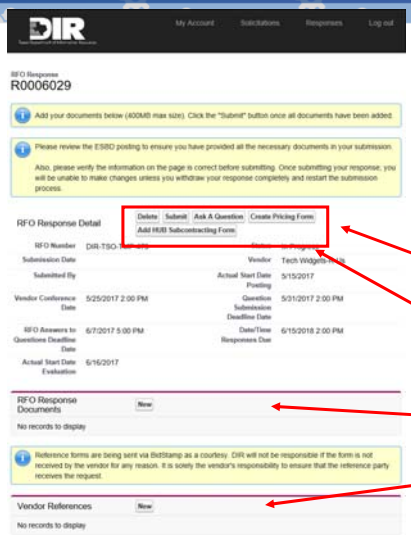
Creating a New Response, *cont.*

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response)**: Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as **"View Response"** and allow you to resume your progress on an existing RFO response.
- **Ask A Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.

15

Respond to a Solicitation



"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. *(reference Vendor Guide Section 5.7)*
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. *(reference Vendor Guide Section 5.6)*
- **Add (or Edit) HUB Subcontracting Form:** Complete an automated version of the HSP form. Note: Vendors must also print, sign, and upload the signed HSP. *(reference Vendor Guide Section 5.4)*
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response *(reference Vendor Guide Section 5.5)*
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBD *(reference Vendor Guide Section 5.2)*
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference *(reference Vendor Guide Section 5.3)*

16

RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

- DIR may make multiple awards from this RFO.

17

Exhibit D - HUB Subcontracting Plan (Bid Package 1)

*The HSP form is automated in BidStamp Vendor Information System (VIS). **Vendors will complete the form in BidStamp, print, sign, and upload the signed HSP in the VIS portal.**

18

Bid Package 1, Exhibit D – HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan (Bid Package 1)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified per TAC Rule** §20.285
- 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
- Vendors must complete a **new** HUB Plan and a good faith effort for this procurement

19

Bid Package 1, Exhibit D – HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

20

Bid Package 1, Exhibit D – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) 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 with RFO submittal

21

Bid Package 1, Exhibit D – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

22

Bid Package 1 – HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to **seven (7) working days** before the RFO submittal.

Lynn Sanchez **512-463-9813**	**Theresa Williamson** **512-475-4638**

Email: dir.hub@dir.texas.gov

23

Electronic and Information Resources (EIR) Accessibility Forms

Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities, and to obtain credible evidence of vendor's or manufacturer's capability or ability to produce accessible EIR products and services.

This RFO includes requirements for the accessibility related forms below

1. Voluntary Product Accessibility Templates (VPATs)
   - For all Commercial Off the Shelf (COTS) offerings included in the response
2. Vendor Accessibility Policy Assessment Form
   - Required for all vendors

24

Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
  - utilize ITIC VPAT template form.
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

25

Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

Note: Form (excel file) should be completed and returned in its original format

26

Additional Information regarding EIR Accessibility and VPAT Forms

- **EIR Accessibility Website**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- **PDAA Maturity Model**
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- **Additional Information**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

Jeff Kline
Program Director
Statewide Electronic and Information Resources (EIR) Accessibility

Email: jeff.kline@dir.texas.gov 512/463-3248

27

RFO Contents

Bid Package 1 – RFO DIR-TSO-419 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing Index and Instructions

Bid Package 3 – DIR Sample Contract for Products and Services

Bid Package 4 – Standard Terms and Conditions for Product Contracts

Bid Package 5 – Master Operating Lease Agreement

Bid Package 6 – Master Leasing Agreement

Bid Package 7 – Declared Disaster Agreement

Bid Package 8 – Vendor References

Bid Package 9 – Voluntary Product Accessibility Template (VPAT)

Bid Package 10 - Policy Driven Adoption Assessment (PDAA)

28

Bid Package 1

- Bid Package 1 – RFO DIR-TSO-419
  - Scope
  - General Information
  - Submission requirements, etc.
  - Evaluation, Negotiations, and Award
  - Exhibit A, Vendor Information Form
  - Exhibit B, Vendor History and Experience
  - Exhibit C, Contract Marketing and Support Plan
  - Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.)

29

RFO Scope

Section 3. Scope

DIR intends to contract with qualified Vendors to provide:

- Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services;
- Document Imaging Services/Solutions; and
- Enterprise Content Management (ECM) Products, Software and Services

Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.

30

RFO Scope, cont.

- **Third Party Products** are those hardware, peripherals, accessories and software manufactured or published by other manufacturers or publishers that may be used as an attachment or embedded within the Vendor solution to create, enhance or extend the functionality of the product or services within scope of this RFO. All third party products will be awarded at the discretion of DIR.

31

Term of Contract

Section 3.6.2 Contract Term and Automatic Renewal

The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.

The Initial contract term will be two (2) years, renewable automatically in one (1) optional two-year renewal term and one (1) optional one-year renewal term under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

32

RFO Schedule

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

33

Evaluation Criteria

- **RFO Section 5.1 – Evaluation of Responses**
  - Incomplete response package will be rejected
  - The financial review (**DUNs number**)and **HSP** review are on a pass/fail basis.
  - Only responses that receive the passing grade will proceed to the next evaluation phase.

- **RFO Section 5.2 – Evaluation Criteria**
  - Pricing – 45%
  - Vendor History and Experience and Vendor References – 30%
  - Vendor's Plan for supporting Contract – 25%

34

Bid Package 1 – Exhibits A, B, &C

Exhibit A, Vendor Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent.** Complete cancelled contract references if applicable.

Exhibit B, Vendor History and Experience

- Respondent must provide a detailed response to each question detailing the Vendor's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Support Plan

- Respondent must provide a plan that describes the Respondent/Vendor's ability and strategy for promoting and supporting the contract, if awarded.

35

Bid Package 2 – Pricing

- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Bid Package 2 Pricing Sheet - All applicable *Entire Offering* tabs will be completed and saved as a PDF and upload into BidStamp.
- BidStamp – Vendors must enter the following items:
  - Category
  - **Brand (ONLY ENTER MPS, DIS or ECM)**
  - **Product Description**
  - **DIR Customer Discount % off MSRP**

36

Pricing – Volume Pricing

- Volume Discounts: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services.
- Aggregate Sales: If Vendor is proposing increased discounts based on total statewide aggregate contract sales, Vendor must list total contract dollar amount threshold, specific product and/or service or ALL, and discount percentage increase.
- **Vendors offering Volume Discounts should use the Bid Package 2 Excel spreadsheet format for all volume discounts.**
- Vendors will need save the entire EXCEL workbook as a PDF and upload into Bid Stamp.

37

Pricing - Volume Pricing

Department of Information Resources

Request for Offer DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET VOLUME DISCOUNT

COMPANY NAME: _____

Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY		
2-99 units	ABC	
100-500 units	ABC	
500+ units	ABC	

EXAMPLE

Additional Discount Based On Aggregate Sales					
Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: $50,000.00			*20.00%*	*(+) 5.00%*	*25.00%*

38

Bid Packages 3 and 4

- Bid Package 3 – Sample Contract for Products and Services
- Bid Package 4 - Standard Terms and Conditions for Products and Related Services Contracts
- **No exception**s may be taken to certain terms as indicated on the Standard Terms and Conditions
- **Any exception must be listed in Bid Package , Exhibit A, Item 11**.

39

Bid Packages

- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

40

Bid Package 8 – Vendor Reference Questionnaire

Bid Package 8 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 4.7.2 of the RFO. Vendors may send the questionnaire through BidStamp VIS.
- Instructions are included in Bid Package 8.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- **References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.**
- The Vendor may NOT submit the reference form to DIR.

- **Forms submitted directly by the vendor to DIR will receive a score of zero**.

41

Bid Package 8 – Vendor Reference Questionnaire

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Reques for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill ou and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be complete by the Vendor requesting reference information

EXAMPLE

Vendor Name _____

***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category** _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ **Ending Date** _____

Total Est. Contract Dollar Amount

42

Mandatory Submissions

RFO Section 4.7.1 – Mandatory Response Contents

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

- Exhibit A – Vendor Information (**signed**, scanned, uploaded into BidStamp)
- Exhibit A – **Canceled Contracts** – Attachments 1 and 2 (if applicable)
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D – HUB Subcontracting Plan **(SIGNED)**
- Pricing – Bid Package 2 (Automated Pricing Form in BidStamp VIS)
- Policy Driven Adoption Assessment (PDAA) – Bid Package 10
- Vendor's Service or Licensing Agreement, etc. (if any)
- Any addendum requirements – check the ESBD for these; Vendors do not receive notice

43

Questions

- Break (10 minutes)
- <u>Reference the Section Number and page number with your submitted question.</u>
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

44

Reminder

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to solicitation number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

45

Reminder

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

46

Conference Closing

- All questions, inquiries must be directed to Carrie Thomas

Carrie Thomas

Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

47

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 2

This Addendum #2 to Request for Offer DIR-TSO-TMP-419

1. Correcting the answer to Question #48.
2. Correcting the answer to Question #49.

Questions and Official Answers:

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: No, the Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Yes, as long as the Offshore resource(s) performing back office activities do not have access to Customer Data. Further, Respondents should consider the requirement to provide service, sales and support resources to serve the Customer. Such support should be available during the Customer's normal business hours.

End of Addendum 2

Commissioners Court - Regular Session **27.**

Meeting Date: 10/19/2021

Sharp Electronics Corp. Copier Lease Agreement for Commissioner Pct # 4

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corps for one (1) copier for Williamson County Commissioner Pct #4, one (1) in the amount of $136.81 per month for a total amount of $1,504.91 pursuant to DIR Contract #DIR-CPO-4433 lease.

Background

Approval of these leases will support the operations of Williamson County Commissioner Pct #4. New lease term is for 48 months effective 11/01/2021 which includes 2,000 copies/prints per month overages @ $0.0089 each and all color copies @$0.054. Department point of contract is Kelly Hammeren. The expenditure will be charged to 01.0100.0214.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

DIR contract and associated docs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 09:54 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:57 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:39 PM
Final Approval Date: 10/14/2021		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	06/04/21
Quote No:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County Commissioner Pct. #4	Williamson County Commissioner Pct. #4
3001 Joe Dimaggio Blvd., Unit 1300	3001 Joe Dimaggio Blvd., Unit 1300
Round Rock, TX 78665	Round Rock, TX 78665

Contact Name	Kelley Hammeren	Phone:	512.943.1312
		E-Mail:	Kelley.Hammeren@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Dealer:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Authorized Signature MDLeonard 06/04/21		Installing Dealer:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY	Price/ Mo.	Total/ Mo.
1	**Sharp MX-3571; Networked Full CLR Digital Copier/Printer w/ (1) 550 Sheet Paper Drawer** MX-DE25N; Stand with (1) addt'l 550 Sheet Paper Drawer MX-TU16; Center Exit Tray MX-FX-15; Fax Kit	1	$136.81	$136.81
	Full Service: Includes 2,000 BLK copies/mo.; Overages @ $0.0089 ea. All CLR copies @ $0.054 ea.			
	Includes: Delivery, Installation, Training, Parts, Labor, and Toner.			
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$136.81**

SAMPLE PO

P.O. # _____

Date: _____

Ship To:
Williamson County
Commissioner Pct. #4
3001 Joe Dimaggio Blvd., Unit 1300
Round Rock, TX 78665

Invoice To:
Williamson County
Commissioner Pct. #4
3001 Joe Dimaggio Blvd., Unit 1300
Round Rock, TX 78665

TO: Sharp Electronics Corporation
C/O Sharp Business Systems
100 Paragon Drive Box Q
Montvale, NJ 07645

Requested By: Hammeren, Kelley
512.943.1312

Description	Price	Per	Amount
Sharp MX-3571	1.00	1,504.91	1,504.91

MX-DE25N, MX-TU16, MX-FX15
From 11/01/21 Thru 09/30/22
$136.81 per mo.
Includes 2,000 BLK Copies per month
BLK Overages @ $0.0089 ea.
All CLR Copies @ $0.054 ea.

48 Month DIR-CPO-4433 Lease

Includes:
Delivery, Installation, Training, Professional Services,
Parts, Labor, and Toner.

Notes to Supplier:

Total 1,504.91

Authorized By:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Sharp Electronics Corporation
DIR-CPO-4433 Appendix C, Pricing Index (per Amendment 5)

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

Managed Print Services, Network Devices, Non-network Devices				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Volume Band M5	Sharp Black & White MFD	105-PPM High speed monochrome digital document system	MX-M1055	74.31%
Volume Band M5	Sharp Black & White MFD	120-PPM High speed monochrome digital document system	MX-M1205	73.84%
Volume Band M1	Sharp Black & White MFD	26 PPM B&W Workgroup Document System	MX-M2651	68.79%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3071	73.29%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3551	74.77%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3571	73.92%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4051	75.25%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4071	76.19%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5051	74.09%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5071	74.51%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6051	72.76%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6071	76.23%
Volume Band M4	Sharp Black & White MFD	75 PPM Monochrome Workgroup Document System	MX-M7570	78.25%
Volume Band M5	Sharp Black & White MFD	90-PPM High speed monochrome digital document system	MX-M905	75.31%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W - Desktop B/W Document System	MX-B376W	68.47%
Volume Band M2	Sharp Black & White MFD	45 PPM B&W - Desktop B/W Document System	MX-B476W	69.30%
Volume Band C1	Sharp Color MFD	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	MX-2651	69.80%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3071	74.86%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3551	74.16%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3571	74.65%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4051	76.80%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4071	77.03%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5051	74.98%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5071	78.23%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6051	73.56%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6071	74.44%
Volume Band C3	Sharp Color MFD	75/70 PPM B&W / Color - High Speed Color Document System	MX-7081	73.41%
Volume Band C3	Sharp Color MFD	70 PPM B&W / Color - High Speed Color Document System	MX-7090N	68.16%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8081	73.82%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8090N	69.58%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B351PL	49.33%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B352P	53.75%
Volume Band M3	Sharp Black & White MFD	55 PPM Desktop Monochrome Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-B557F	71.00%
Non- MFD	Sharp Black & White Printer	55 PPM Desktop Monochrome Printer	MX-B557P	70.08%
Non- MFD	Sharp Black & White Printer	70 PPM Desktop Monochrome Printer	MX-B707P	70.92%
Volume Band C2	Sharp Color MFD	35 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C357F	69.68%
Volume Band C2	Sharp Color MFD	40 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	40 PPM Desktop Color Printer	MX-C407P	69.04%
Volume Band C2	Sharp Color MFD	50 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C507F	70.87%
Non- MFD	Sharp Color Printer	50 PPM Desktop Color Printer	MX-C507P	70.03%
Non- MFD	Sharp Color Printer	60 PPM Desktop Color Printer	MX-C607P	70.80%
Volume Band M2	Sharp Black & White MFD	42 PPM Monochrome Multi-Function Ducument	MX-B427W	66.91%
Non- MFD	Sharp Black & White Printer	42 PPM Monochrome Printer	MX-B427PW	65.80%
Volume Band M2	Sharp Black & White MFD	46 PPM Monochrome Multi-Function Document	MX-B467F	68.43%
Non- MFD	Sharp Black & White Printer	46 PPM Monochrome Printer	MX-B467P	67.39%
Accessories				
CATEGORY		**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER/SKU**	**Discount % off MSRP**
Power Filter		15 AMP Power Filter	AR-D5133NT	26.55%
Power Filter		20 AMP Power Filter	AR-D5143NT	30.80%
Other		Stamp Unit	AR-SU1	55.33%
Stand		Deluxe Copier Cabinet	MX-25ABD	54.24%
Stand		Deluxe Copier Cabinet	MX-60ABD	49.58%
Connectivity		Sharp OSA Application Communication Module	MX-AMX2L	47.52%
Connectivity		Sharp OSA External Accounting Module	MX-AMX3L	48.39%
Other		Plockmatic Booklet Maker	MX-BM50	53.15%
Other		Business Card Feeder	MX-BTX1	58.73%
Other		Paper Cart	MX-CA10	60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
Other		Plockmatic Cover Feeder	MX-CF50	52.22%
Paper Drawer		500 Sheet Paper Feed Unit	MX-CS11	63.79%
Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33%
Paper Drawer		1 x 550 Sheet Paper Feed Desk Unit	MX-DE25N	66.69%
Paper Drawer		2 x 550 Sheet Paper Feed Desk Unit	MX-DE26N	69.34%
Paper Drawer		3 x 550 Sheet Paper Feed Desk Unit	MX-DE27N	67.44%

Paper Drawer	550+2100 Sheet Tandem Paper Drawer	MX-DE28N	64.62%
Paper Drawer	1 x 550-sheet Paper Drawer	MX-DE29N	66.69%
Stand	Base Plate	MX-DS13	54.09%
Stand	Stackable Cabinet	MX-DS14	51.79%
Stand	Stand High	MX-DS22N	53.95%
Stand	Stand Low	MX-DS23N	54.09%
Power Filter	208-240V/20A Next Gen PCS Power Filter	MX-E524ZNT	40.81%
Connectivity	Compact PDF Kit	MX-EB11	50.21%
Connectivity	Mirroring Kit	MX-EB15	60.41%
Connectivity	Wireless LAN Adaptor	MX-EB18	49.63%
Connectivity	Compact PDF Compression Kit	MX-EB19L	50.21%
Connectivity	OCR Expansion Kit	MX-EB20L	55.00%
Other	Multi-folding Unit	MX-FD10	59.85%
Other	Plockmatic Square Folder	MX-FD50	53.00%
Finisher	Inner Finisher	MX-FN12	61.20%
Finisher	50 Sheet Staple Finisher	MX-FN19	53.79%
Finisher	50 Sheet Staple/15 Sheet Saddle Stitch Finisher	MX-FN20	54.86%
Finisher	100-sheet Staple Finisher	MX-FN21	59.81%
Finisher	100-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN22	60.08%
Finisher	50-sheet Staple Finisher	MX-FN24	59.64%
Finisher	50-sheet Staple/15-sheet Saddle Stitch Finisher	MX-FN25	60.03%
Finisher	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	MX-FN27N	70.82%
Finisher	1K Stacking Finisher	MX-FN28	58.69%
Finisher	1K Saddle Finisher	MX-FN29	58.02%
Finisher	3K Stacking Finisher	MX-FN30	56.30%
Finisher	3K Saddle Finisher	MX-FN31	57.12%
Finisher	Inner Finisher (30 sheet staple 300 sheet stack)	MX-FN32	61.20%
Finisher	Inner Finisher	MX-FN33	71.78%
Finisher	3K Stacking 65-sheet Staple Finisher	MX-FN34	56.30%
Finisher	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN35	57.12%
Security	Data Security Kit	MX-FR53U	48.01%
Security	Data Security Kit	MX-FR54U	48.01%
Security	Data Security Kit	MX-FR55U	48.02%
Security	Data Security Kit	MX-FR58U	48.02%
Security	Data Security Kit	MX-FR60U	42.34%
Security	Data Security Kit	MX-FR61U	42.17%
Security	Data Security Kit	MX-FR62U	42.17%
Security	Data Security Kit	MX-FR63U	42.17%
Security	Data Security Kit	MX-FR64U	42.34%
Fax	Internet Fax Kit	MX-FWX1L	62.91%
Fax	Facsimile Expansion Kit	MX-FX15	76.86%
Other	3-Hole Die Set	MX-GBC03	51.84%
Other	11-Hole VeloBind Set	MX-GBC11	52.17%
Other	19-Hole CombBind Die Set	MX-GBC19	52.17%
Other	21-Hole WireBind Die Set	MX-GBC21	52.17%
Other	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	44-Hole Color Coil Die Set	MX-GBC44	52.17%
Other	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC51	52.80%
Other	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC52	52.77%
Other	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC53	52.26%
Other	GBC SmartPunch ProTM	MX-GBCX2	50.79%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette	MX-LC12	57.20%
Large Capacity Paper Drawer	5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-LC13N	60.40%
Large Capacity Paper Drawer	3,000 Sheet Large Capacity Tray	MX-LC17N	65.80%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette (Letter)	MX-LC18	65.80%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-LC19	56.98%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-LCX3N	56.98%
Other	Long Paper Tray (For use with Banner Paper)	MX-LT10	60.30%
Other	100 Sheet Multi- Bypass Tray	MX-MF10	82.11%
Other	500 Sheet Multi- Bypass Tray	MX-MF11	58.61%
Other	100 Sheet Multi- Bypass Tray	MX-MFX1	82.11%
Other	Plockmatic Interface Kit	MX-PCB50	53.35%
Other	Fiery Print Server	MX-PE11	56.09%
Other	Fiery Print Server	MX-PE12	56.14%
Other	External Fiery Color Print Server	MX-PE13	64.49%
Other	Embedded Fiery Color Print Server	MX-PE14	63.28%
Other	EFI Auto Trapping	MX-PEAT12	51.52%
Other	Fiery Central	MX-PECE1	53.18%
Other	Fiery Central 1-year Software Maintenance and Support Agreement	MX-PECEM	53.46%
Other	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement	MX-PECPM	53.49%
Other	Fiery Color Profiler Suite	MX-PECPS1	52.73%
Other	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-PECPSP	52.94%
Other	Fiery Compose Software	MX-PEFC	51.76%
Other	Fiery Impose Software	MX-PEFIS	52.75%
Other	Fiery Graphic Arts Package, Premium Edition Software	MX-PEGAP	53.22%
Other	EFI Removable HDD Kit	MX-PEHD11	52.51%
Other	Fiery Removable Hard Disk Drive	MX-PEHD13	52.08%
Other	EFI Hot Folders	MX-PEHF12	51.52%
Other	Fiery Impose + Fiery Compose Software Bundle	MX-PEIC	52.88%
Other	Image Viewer (B/W)	MX-PEIVB	52.75%
Other	Fiery JobFlow Software	MX-PEJF1	53.16%
Other	Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-PEJFM	53.46%
Other	Fiery JobMaster + Fiery Impose Software Bundle	MX-PEJI1	53.18%
Other	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement	MX-PEJIM	53.46%
Other	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	MX-PEJM1	53.06%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA)	MX-PEJMM	53.50%
Other	Centralized Workstation wiith 22" monitor, wireless keyboard and mouse	MX-PENXGL	52.90%
Other	Premium Centralized Workstation wiith 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	MX-PENXLS	53.07%
Other	EFI Productivity Package Software	MX-PEPP12	53.11%
Other	EFI Spot On	MX-PESO12	51.52%
Other	EFI ES-2000 Spectrophotometer	MX-PESP	52.08%
Other	Bar Code Font Kit	MX-PF10	57.92%
Connectivity	Post Script Expansion Kit	MX-PK13L	78.24%
Hole Punch	Punch Unit	MX-PN12B	55.04%
Hole Punch	3-Hole Punch Unit	MX-PN13B	56.83%
Hole Punch	3-Hole Punch Unit	MX-PN14B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN15B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN16B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PNX4B	56.40%
Connectivity	Direct Print Expansion Kit	MX-PU10L	55.63%
Connectivity	XPS Expansion Kit	MX-PUX1L	54.99%
Other	Fiery Interface board	MX-PX11	58.49%
Other	Fiery Interface board	MX-PX12	59.21%
Other	Fiery Interface Kit	MX-PX13	58.49%
Other	Paper pass unit for machine	MX-RB12N	52.54%
Other	Relay Unit	MX-RB13	60.21%
Other	Relay Unit	MX-RB14	60.21%
Other	Curl Correction Unit	MX-RB15	60.21%
Other	LCT Mounting Kit	MX-RB16	61.15%
Other	LCT Tandem Connecting Kit	MX-RB17	60.65%
Other	Curl Correction Unit	MX-RB18	60.21%
Other	Paper Pass Unit	MX-RB24	52.05%
Other	Paper Pass Unit	MX-RB25N	52.05%
Other	Paper Pass Unit	MX-RB26	52.05%
Other	Curl Correction Unit	MX-RB27	60.21%
Other	Status Indicator	MX-SL10N	60.74%
Other	5000-sheet High Capacity Stacker	MX-ST10	61.05%
Other	Trimmer Unit	MX-TM10	59.72%
Other	Plockmatic Trimmer	MX-TM50	53.00%
Tray	Right Side Exit Tray	MX-TR14	61.34%
Tray	Exit Tray Unit (right side)	MX-TR19N	50.99%
Tray	Job Separator	MX-TR20	51.27%
Tray	Right Side Exit Tray	MX-TR21	50.99%
Tray	Center Exit Tray	MX-TU14	60.30%
Tray	Center Exit Tray	MX-TU15	47.89%
Tray	Center Exit Tray Unit	MX-TU16	47.89%
Other	Utility Table	MX-UT10	50.99%
Other	Anti Tip Kit	MX-XB19	53.35%
Other	Plockmatic Rail Unit	MX-XB50	53.35%
Paper Drawer	550 sheet paper feeder	DX-CS11	53.80%
Paper Drawer	550-Sheet Tray (C607P)	MX-CS16	72.30%
Paper Drawer	550-Sheet Tray C407F, C507F, C507P	MX-CS17	72.30%
Paper Drawer	550-Sheet Tray (C357F, C407P)	MX-CS18	72.35%
Paper Drawer	2,200-Sheet Tray (C607P)	MX-CS19	72.13%
Paper Drawer	650-Sheet Duo Tray (C357F, C407P)	MX-CS20	72.35%
Paper Drawer	250-Sheet Tray (B557P, B707P)	MX-CS21	72.50%
Paper Drawer	550-Sheet Tray (B557F)	MX-CS22	72.13%
Paper Drawer	550-Sheet Tray (B557P, B707P)	MX-CS23	72.47%
Paper Drawer	2,100-Sheet Tray (B557F)	MX-CS24	72.21%
Paper Drawer	2,100-Sheet Tray (B557P, B707P)	MX-CS25	72.19%
Finisher	Inline Staple Finisher (C607P)	MX-FN37	72.41%
Finisher	Staple Finisher (B557F, B557P, B707P)	MX-FN38	72.61%
Finisher	Staple, Hole Punch Finisher (B557F, B557P, B707P)	MX-FN39	72.05%
Other	4-Bin Mailbox (B557F, B557P, B707P)	MX-MS10	72.61%
Other	Output Expander (B557P, B707P)	MX-TR22	72.47%
Other	High Capacity Output Expander (B557P, B707P)	MX-TR23	72.40%
Other	Fiery Automation 5 Year Subscription	MX-PEAM5Y	53.47%
Paper Drawer	550-Sheet Tray (B427W, B427PW)	MX-CS26	72.16%
Paper Drawer	250-Sheet Tray (B467F, B467P)	MX-CS27	73.05%
Paper Drawer	550-Sheet Tray (B467F, B467P)	MX-CS28	72.92%

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCELLANEOUS / OTHER

SUBCATEGORY	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Black & White	$0.0091
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Color	$0.0546
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-3051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Black & White	$0.0089

Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-4071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-6071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M2651 Cost per Copy Charge-Black & White	$0.0080
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M3551 Cost per Copy Charge-Black &	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3571 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5051 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5071 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6051 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6071 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M7570 Cost per Copy Charge-Black & White	$0.0058
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M905 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1055 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1205 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B376W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B476W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B351PL Cost per Copy Charge-Black & White	$0.0246
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B352P Cost per Copy Charge-Black & White	$0.0161
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557F Cost per Copy Charge-Black & White	$0.0107

Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557P Cost per Copy Charge- - Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-B707P Cost per Copy Charge- Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-C507P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Black & White	$0.0161
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427W Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427PW Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467F Cost per Copy Charge - Black & White	$0.0127
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467P Cost per Copy Charge - Black & White	$0.0127
Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price				
MANAGED PRINT SERVICES	**SUBCATEGORY**	**PRODUCT PART NUMBER/SKU**	**PRODUCT DESCRIPTION**	**Discount % off MSRP**
Managed Print Services and Network Devices, Non-Network Devices and Related Services	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%
Enterprise Content Management Products, Software, Services, and Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Software	Kayleigh Job Accounting (per MFP)	Track Print activities, set usuage limits, cost recovery	MX-SW310	49.78%
Software	Kayleigh Pull Print Option (per MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	Kayleigh Client Billing Option (per MFP)	cost recovery; track activities & cost; optimize printing resources for organization	MX-SW312	56.43%
Software	Single Embedded License - Includes Remote Installation, Training + 1yr Support	Single Embedded License - Includes Remote Installation, Training + 1yr Support	PCMF-SINGLEMFP	35.48%
Software	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	PCMF-SINGLEMFP-ADD-ON	35.48%
Software	2 Years of Additional Software Support Per MFP	2 Years of Additional Software Support Per MFP	PCMF-2YR-Support	35.57%
Software	Proximity Card Reader	Proximity Card Reader	PCMF-CRDRDR	35.53%
Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Price**
Related Services	Equipment Relocation	Relocation Fees	RELOCATION FEE	$350.00 + $1 per mile or actual freight charges
Related Services	Additional Training Session Fee	Additional Hourly End-User Training	TRAINING FEE	$125.00 per hour
Related Services	Network Services per hour	Network Services	n/a	$201.50 per hour
Related Services	Additonal Advanced / IT Training Cost by hours	Additonal Advanced / IT Training Cost by hours	n/a	$125.94 per hour
Related Services	Professional Services per hour	Professional Services	n/a	$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per hour	Additional End-User taining on Device and/or software	n/a	$125.94 per hour
Related Services	After hours technical phone support per hour	After hours technical phone support	n/a	$125.94 per hour

Sharp Electronics Corporation
DIR-CPO-4433 Appendix D Service Level Agreement

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4433 (Contract) and this Service Level Agreement (SLA or Agreement) with Sharp Electronics Corporation (Sharp) describes the support services provided by Sharp to eligible DIR Customers. In the event of a conflict between DIR Contract Number DIR-CPO-4433 and this Agreement, the DIR Contract will govern.

I. Equipment Performance

Equipment Downtime shall be computed from the time Sharp is notified of Equipment failure until the time in which the Equipment is fully operational.

Equipment Downtime due to lack of consumable Supplies *is not acceptable*.

Sharp will guarantee that the fleet of Devices for each DIR Customer will be operational at least 96% of the time, during Normal Business Hours.

Sharp will provide daily communication to the DIR Customer regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on backorder.

II. Preventative Maintenance

Sharp will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

III. Repair Parts

Sharp will guarantee the availability of repair parts for a minimum of five (5) years after the DIR Customer's Acceptance of any Device.

All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting contract, will conform to Manufacturer specifications.

Sharp will be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

Repair parts will be new. The replaced part is the property of the Customer and Sharp shall, first, offer the replaced part to the Customer.

IV. Service Zones

Sharp will adhere to the following Service Call Response Times based on the distance Sharp's authorized service provider's Base Location is from the DIR Customer:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Sharp arriving at the DIR Customer's location, with the following exception:

Sharp may charge different rates according to each Service Zone, in accordance with Appendix C Pricing Index.

V. Service Logs

Sharp will maintain a Service Log which describes the maintenance and repair Services provided for each Device.

A no-cost copy of Service logs/reports will be provided to the DIR Customer, within three (3) Business Days of a request by the Customer.

VI. Meter Read Invoicing

In order for Sharp to generate accurate invoices, DIR Customer shall provide meter reads within the Awarded Vendor(s) agreed timeframe.

Proper meter read information is required by the 20th of the following month for accurate service invoicing.

The Customer shall provide written notice of any such alleged invoicing issue and Sharp will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the DIR Customer will not be assessed any late fees for failure to submit payment by the invoice due date.

VII. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment. Sharp may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Sharp may charge DIR Customers a mutually agreed upon price for special rigging in the event a DIR Customer's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Awarded Vendor and DIR Customer prior to any Equipment relocation in Zone 1.

Sharp may charge for any fees incurred due to tolls.

Moves must be performed within thirty (30) calendar days of the DIR Customer's request. Request may be verbal or written, but Sharp must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the DIR Customer within three (3) Business Days of request. In the event that there will be a delay in these Services, Sharp shall communicate with the DIR Customer and agree on a mutually beneficial timeframe.

VIII. Reporting

Sharp will provide periodic reporting to all DIR Customers upon request. The reports shall be provided on a quarterly basis, or at the discretion of the DIR Customer.

The report shall include the following:

- Up-time percentage (%) per fleet of Devices;
- Number of Service Calls placed;
- Response Time per Device;
- Dates that Preventative Maintenance was performed, if applicable;
- Hours of end-user training performed; and
- Estimated end of Useful Life per Device, based on current usage.

The report may include, but not be limited to, the following:

- Location of Devices;
- Click usage per Device; and
- EPEAT certification level of each Device

IX. Escalation Procedure

A multi-tiered approach to account management enables Sharp to provide an excellent problem resolution process and response time. Customer support starts at the Government Account Executive level. Jack Coons is ultimately responsible for all problem resolution. As the "quarterback" for the account, Jack will work closely with management and the Sharp Customer Support Team to ensure that issues are resolved quickly and efficiently.

The problem resolution process for service and maintenance, including escalation is described below.

Service Call required:

- Local key operator should call the local servicing Sharp location, (this will be provided on the label on the front of the copier).
- Local key operator will provide the service dispatcher the Sharp model number and equipment Serial Number.
- The Service Dispatcher will confirm the address and location of the equipment.
- The Service Dispatcher will ask for the name of the caller and the phone number.
- The Service Dispatcher will ask for details, if possible, regarding the problem. At the same time, the Dispatcher will try to solve any operational problems by phone.

If the problem cannot be solved, then a service call will be made. Local key operator will get a Service ID number. The technician will then call the end user and notify that the call has been received and will provide the estimated time of arrival. The technician will also discuss the problem with the end user and obtain information as to the condition of the equipment (i.e., is the equipment operable or is it totally down?). In many cases, the technician can walk the end user through the problem, such as a jam, and get the equipment up and running quickly. The technician will then, upon arrival, make the necessary adjustments to the equipment.

Once the necessary repairs have been completed, the technician will report back to the end user or Local Key Operator that made call with the status of the copier.

X. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Sharp, then Sharp will provide the DIR Customer with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable

XI. End-User Training

An initial, no charge, on-site, one-hour training session for each Device, will be offered by Sharp for all non-desktop Products placed at each DIR Customer's location. For drop-shipped or desktop Products, Sharp will offer an initial, one-hour, no charge, web-based, or on-line training session.

If DIR Customer elects to exercise the training option, then Sharp will provide the training within ten (10) Business Days of DIR Customer's request.

Sharp may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to order placement.

Sharp will provide on-site or off-site operational training to designated DIR Customer personnel until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to Order placement.

Sharp will provide product literature, user-manuals, and access to on-line resources, at no charge to DIR Customer.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. <u>Rent Payments</u>.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Amendment Number 1
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number 1 to Contract Number DIR-CPO-4433 ("Contract") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C – Pricing Index (per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on file

Name: Mike Marusic

Title: President and CEO

Date: September 23, 2019

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

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: September 25, 2019

Office of General Counsel: Initials on file September 24, 2019

Amendment Number 2
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **2** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 1),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 2)**, as attached.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 8/11/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/12/2020

Office of General Counsel: Mark Howard 8/11/2020

Amendment Number 3
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **3** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 2),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 3)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 11/5/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2020

Office of General Counsel: MH 11/18/2020

Amendment Number 4
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **4** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 1/25/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/28/2021

Office of General Counsel: M. H 1/28/2021

Amendment Number 5
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **5** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 4),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 5)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 5, then Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 3/25/2021

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

Authorized By: Signature on File

Name Hershel Becker

Title: Chief Procurement Officer

Date: 3/29/2021

Office of General Counsel: M. H. 3/26/2021

Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

Table of Contents

1. INTRODUCTION 1

1.1. Purpose 1

1.2. Background 1
1.2.1 Information Technology Acquisition 1
1.2.2 Texas Government Code, Section 2157.068 2
1.2.3 Cost Avoidance Performance Measures 3
1.2.4 Cost Recovery 3
1.2.5 Historical Sales 3
1.2.6 Current Contracts 3
1.2.7 E-Rate ..... **Error! Bookmark not defined.**
1.2.8 Exclusions 4

2. VENDOR INFORMATION SYSTEM (VIS) PORTAL - BIDSTAMP 5

2.1. Solicitation Response Requirement 5

2.2. VIS Account Request Process 5

3. SCOPE 5

3.1. Products 5
3.1.1 Pricing 16

3.2. Related Services 19

3.3. Emerging Technologies 19

3.4. Threshold and SOW Requirements 19

3.5. Electronic and Information Resources (EIR) Accessibility 20

3.6. Form of Contract 20
3.6.1 Sample Contract and Terms Negotiation 20
3.6.2 Proposed Changes and Exceptions 21

4. GENERAL INFORMATION 21

4.1. Point of Contact 21

4.2. Contact with DIR Staff 22

4.3. Anticipated Schedule 22
4.3.1 RFO Schedule 22
4.3.2 Vendor Conference 22

4.3.3 Written Questions and Official Answers 23

4.4. Historically Underutilized Businesses 23
4.4.1 HUB Subcontracting Plan 24
4.4.2 HUB Continuing Performance 24
4.4.3 HUB Resources Available 24

4.5. Vendor Qualifications 25
4.5.1 Authorized Vendors 25
4.5.2 Federal Requirements 25
4.5.3 Vendor Performance and Debarment 26
4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures 26

4.6. Response Deadline and Submission Requirements 26
4.6.1 Official Timepiece 26

4.7. Response Format and Contents 26
4.7.1 Mandatory Response Contents 27
4.7.2 References 28
4.7.3 Accessibility of Electronic Response Documents 28

4.8. Rejection of Responses 28

4.9. Right to Amend or Withdraw RFO 28

4.10. Ownership of Responses 29

4.11. Public Information 29

5. EVALUATION, NEGOTIATIONS, AND AWARD 29

5.1. Evaluation of Responses 29

5.2. Evaluation Criteria 29
5.2.1 Pass/Fail Criteria 29
5.2.2 Weighted Evaluation Criteria 30

5.3. Oral Presentations, Best and Final Offer 30

5.4. Negotiations 30

5.5. Award of Contract 30

5.6. Vendor Protest Procedures 31

Exhibit A – Vendor Information Form

Exhibit B – Vendor History and Experience

Exhibit C – Contract Marketing and Support Plan

Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan

1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

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 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards 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 Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products 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 best 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; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; 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 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product 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/Device 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.

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 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 (FY) 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.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	**$1,969,587,916.75**	**$1,893,601,003.97**	**$1,807,846,260.33**

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately $7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	$121,968.06	$346,801.81	$609,869.07
Higher Ed	$4,919,693.19	$9,794,501.36	$9,302,583.49
K-12	$20,589,834.65	$31,613,469.11	$29,841,450.84
Local Government	$6,325,757.18	$12,076,426.32	$15,501,442.22
Out of State	$609,430.60	$4,114,099.87	$4,345,551.03
State Agency	$6,026,025.34	$5,659,844.47	$10,555,206.85
Total:	**$38,592,709.02**	**$63,605,142.94**	**$70,156,103.50**

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	$9,520,797.09	$6,103,336.06	$10,433,536.03

Enterprise Content Management (ECM) Products**,** Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

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

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via DIR's Applications Portal, and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:
DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other** pricing.

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
  Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.

- Change Management
  A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.

- Implementation and Project Management
  Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.

- Support Services for Output Devices Owned or Leased by Customer
  Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.

- Procurement and Support Services for Output Devices provided by Vendor
  Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.

- Maintenance
  Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services
  Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202 (Link: Texas Administrative Code). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services
  Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services
  Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract**.

- Asset Tracking
  Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes/Returns
  Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

  Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at https://comptroller.texas.gov/about/holidays.php (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

  Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refresher/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

  Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

  For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

  Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- End of Engagement/Transition Plan
  Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.

- Additional Services/Emerging Technologies
  Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.

- Pooling and Overages
  Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology		Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)		Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)			Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)			Selective laser melting (SLM)
	Digital Light Processing (DLP)			Selective heat sintering (SHS)
Type	**Technology**		**Type**	**Technology**
Wire	Electron Beam Freeform Fabrication (EBF3)			Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)			

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer's prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor's facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§ 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA). In addition, Vendors must also support Customer's processes for managing records' lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – Gov't Code 441.180-205 and rules 13 TAC 6
- Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)		Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)		Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC §202.26 or §202.76, as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver "best in class" Customer Service. Vendor's Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/ imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
    - document conversion;
    - records management and storage;
    - information governance;
    - transactional content management;
    - social content management;
    - online channel optimization; and
    - infrastructure content management.
    - Software as a Service for video, mobility, social, and cloud platforms.
    - Digital Asset Management
    - Archiving
    - Imaging
    - Business Process Management
    - Records Management
    - Document Management
    - Web Content Management

3.1.1 Pricing

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 related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2** - **BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.

    - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest".** Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
    - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
    - Document Imaging (**DIS**)
    - Enterprise Content Management (**ECM**)

  NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter **"MPS"**, **"DIS"** or **"ECM"** in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
    - BRAND
    - Product Number/SKU
    - MSRP
    - Discount % off MSRP
    - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
  - Managed Print Services, Network Devices, Non-Network Devices
    - Service Level Agreement "SLA Project/SOW"
    - Related Services
    - Accessories
    - Miscellaneous/Other

- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
  - Document Imaging
    - Miscellaneous/Other

- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
  - Enterprise Content Management
    - Related Services
    - Miscellaneous/Other

  Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. 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.

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

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel©) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

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

3.3. Emerging Technologies

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 DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
$50,000.01 to $1,000,000,00	Three (or all DIR Vendors in a category with less than three vendors)
$1,000,000.01 to $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on DIR's website.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: 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 the **sample** *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, http://www.txsmartbuy.com/sp

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (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 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.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations 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 *Standard Terms and Conditions for Products and Related 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.

4. General Information

4.1. Point of Contact

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

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

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 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.

4.3. Anticipated Schedule

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 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 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/2982423486435590147

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

DIR will provide conference and webinar attendees with an 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://www.txsmartbuy.com/sp. 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 during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. 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.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), http://www.txsmartbuy.com/sp. 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.

4.4. 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 2161.252(b), 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.

4.4.1 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 available in the BidStamp VIS. 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 uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 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.

4.4.3 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.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. 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.

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

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

1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher 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. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

2) Vendor 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. Vendor may also sell directly to Customers. 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. Signed letters of authorization must be submitted on Manufacturer/Publisher letterhead with original signature with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

4.5.2 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.

4.5.3 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://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

4.5.4 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 12 of Exhibit 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 DIR within the past five (5) years;
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 DIR. Disclosure of former state employees may be limited to the last five (5) years; and
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.

4.6. 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 solicitation response due date listed in section 4.3.1. No late responses will be reviewed**. No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 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 electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor.

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

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

1) **Vendor Information – Exhibit 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. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.

2) **Vendor History and Experience - Exhibit B of this RFO**
   Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.

4) **HUB Subcontracting Plan Forms – Exhibit D 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. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 4.4 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 signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) **Product Pricing**
   Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) **Signed letter(s) from the Manufacturer / Publisher,** on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer's / Publisher's products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. 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. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. 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 may 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.

4.9. 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-419 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. 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 RFO 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.

4.10. 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.

4.11. 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.

5. Evaluation, Negotiations, and Award

5.1. 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.

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
    a. A letter grade score of D or F in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
    c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

5.2.2 Weighted Evaluation Criteria

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

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).

5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and 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.

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 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.

5.5. 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 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, 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.

5.6. 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

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit 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) Company Name: _____

2) Comptroller of Public Accounts 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) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:

Fax:
Email:

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

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

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. 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).

11) List below by subsection all exceptions to the *Contract for Product and Services* and *Standard Terms and Conditions for Product and Services Contracts* **in redline form**. You must include the basis of your exceptions 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. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
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.

13) 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.**

14) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

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 Respondent's own program

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

16) 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
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Vendor Information – Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
Manufacturer Letters, Section 4.5.1	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign and upload)	
Pricing Form (BidStamp VIS Portal)	
Accessibility Documentation (PDAA), Section 3.5 RFO Requirement	
Service Agreement(s) *(if applicable)*	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-TSO-TMP-419; 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) To the extent applicable to this scope of this Solicitation, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services offered in the response to this solicitation number DIR-TSO-TMP-419;
iv) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
v) 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;
vi) 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;
vii) 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;
(viii) 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;
(ix) 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;
(x) 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);
(xi) 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;
(xii) 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; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

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

(xvi) 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;

(xvii) 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;

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

(xix) 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

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

(xxi) Respondent certifies that there have been ☐ **yes** / ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response; and

(xxii) Vendor represent and warrant as required by Texas Government Code section 2270.002, by executing this Contract, that Vendor does not, and will not during the term of this Contract, boycott Israel. Vendor further certifies that no subcontractor of the Vendor boycotts Israel, or will boycott Israel during the term of this Contract. Vendor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

*** Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the:

Texas Department of Information Resources
Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit B
Vendor History and Experience

1) Provide a **detailed** history of your company.

2) Provide the number of years your company has sold the products/services proposed in your response to this RFO.

3) Provide the number of years your company has sold the products/services proposed in your response to this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services proposed in your response to 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.

5) 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 the same products/services requested in this RFO.

_____Yes _____No

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

6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the 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.

7) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit C
Contract Marketing and Support Plan

Vendor must provide a 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 the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.

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

3) Provide the projected total sales of the 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.

4) Do you have other existing DIR Contracts? If yes, list those existing DIR contracts, and explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) 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. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Texas Department of Information Resources

DIR-TSO-TMP-419 Bid Package 1
Exhibit D

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

Rev. 2/17

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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB 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 (i.e., employees, supplies, materials and/or equipment), 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

<u>Continuous Contract</u>:** ***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, to include 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.

Rev. 2/17

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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years.	**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 https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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 #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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 do not have a continuous contract* in place for more than five (5) years.	**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 #: DIR-TSO-TMP-419

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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 the attachment.

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

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 the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its 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*, 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 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

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

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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. 2/17

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, §20.285 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 §20.282(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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

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 _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, 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, §20.282(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
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimilie Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
BID PACKAGE 2 - PRICING INDEX

Instructions

CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED BELOW.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
!! IMPORTANT!! For this category only enter "MPS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then add it as a row on the BIDStamp VIS Price Form. Add rows for the lowest-priced product and the highest-price product (if you offer both) in multiple rows for the M1 Volume Band in the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: A product number/SKU must be entered
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 3 - ENTIRE PRODUCT OFFERING - MPS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
TAB 3 - ENTIRE PRODUCT OFFERING - MPS - is not entered in the BidStamp VIS; it is entered in the tab titled "3 - Entire Product Offering - MPS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.

3) **For all Tabs above - Price to DIR Customer shall include all Shipping and Handling or Transport fees.**

4) **For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.**

5) **IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP**

DOCUMENT IMAGING SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
IMPORTANT!! For this category only enter "DIS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a Microfilm (Digital Archive Writer), then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a Microfilm (Digital Archive Writer), then add it as a row on the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: For DIS PRODUCT PART NUMBER/SKU: if Vendor do not have an assigned Product Part Number/SKU, enter "Services". If providing Service/Solution vendor is listed as Manufacture.
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 4 - ENTIRE PRODUCT OFFERING-DIS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
Vendor will provide a MSRP price list of Services/Solutions being proposed
Discount range (e.g., 0% - 99%) is not allowed.

	TAB 4 - ENTIRE PRODUCT OFFERING - DIS - is not entered in the BidStamp VIS; it is entered in the tab titled "4 - Entire Product Offering - DIS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.
3)	For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP

ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES

1)	TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing. DIR has provided Examples, followed by rows below the Examples,which list specific Product Categories for your pricing. IMPORTANT!! For this category only enter "ECM" in the BRAND Column !! IMPORTANT !! PRODUCT PART NUMBER/SKU: A Product Part Number/SKU must be entered Discount range (e.g., 0% - 99%) is not allowed.
2)	TAB 5 - ENTIRE PRODUCT OFFERING - ECM - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Vendor will provide an MSRP and Discount for EACH item that they wish to offer on their contract. If a product is not listed it may NOT be offered on their contract. Discount range (e.g., 0% - 99%) is not allowed. Product/Services detail list Pricing information is not entered in the BidStamp VIS. TAB 5 - ENTIRE PRODUCT OFFERING - ECM - is not entered in the BidStamp VIS; it is entered in the tab titled "5 - Entire Product Offering - ECM" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment. The Entire Product Offering is not entered in the BidStamp VIS; it is entered in "5 - Entire Product Offering - ECM" tab and submitted in BidStamp VIS as an EXCEL spreadsheet in the tab 5 format.
3)	For all Tabs above - Price to DIR Customer shall include all Shipping, Handling and Transport fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP
	TAB 6 - VOLUME DISCOUNT SHEET- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the service must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount. For example: ABC Service, 1-5 Units - 10.00% - (two decimals) ABC Service, 6-10 Units - 20.00% - (two decimals) ABC Service, 10+ Units - 30.00% - (two decimals) All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the tab 6 EXCEL spreadsheet format as an Attachment.

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT make any changes to the format of the grids. Insert additional rows as needed.

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)

CATEGORY	BRAND	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	MANUFACTURER "Y" IF APPLICABLE	RESELLER "Y" IF APPLICABLE	MSRP	Discount % off MSRP	UNIT
Volume Band M1 (Lowest Priced)	MPS	Nonac Copier Black and White	2 x 550 Sheet Paper Cassette, an 100-Sheet Stack Bypass, 512mb RAM, UFR II LT Printing, Network ScanGear, 10/100 Base TX Ethernet, USB 2.0 high speed connectivity and a drum unit	MKS345	Y		$1,000.00	30.00%	Each
Volume Band M3 (Highest Priced)	MPS	Copier Black and White	Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 4 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	DKE476		Y	$2,000.00	35.00%	Each
Volume Band C2 (Lowest Priced)	MPS	Copier Color	Digital Multifunction Copier, Standard Network Print & Scan, Duplexing, 100 Sheet Bypass, 2 x 550 Sheet Cassettes (L,L,L), 9" Wide Color Touch Screen Controlls, Scan to File / USB / Email, RADF, Stand	FIE873	Y		$3,000.00	40.00%	Each

	A	B	C	D	E	F	G	H	I	J
14	Non-MFD	MPS	Scanner	Scanner: Up to 4800 dpi optical resolution; 48 bit internal color depth; 8.5" x 11.7" maximum scan size; easy photo fix technology; advanced digital dust correction; 3-color RGB LEDs, Built-in Kickstand; High-speed usb 2.0 interface; photo scan software; 1 year warranty	JSLE8743	Y		$4,000.00	45.00%	Each
15	Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		$249.66	40.00%	Each
16	Non-MFD (Highest Priced)	MPS	3D Printer	Build Area: 2.36 x 1.77 x 3.94 in. (65 x 40 x 100 mm), XY resolution: 33 microns with patented grayscaling software, footprint: 9 x 9.5 x 24.2 in. (22.86 x 24.13 x 61.5 cm), electrical requirement: 110 VAC @ 3A, weight: 35 lbs (16 kg)	SOW09E		Y	$5,999.00	50.00%	Each
17	Volume Band M1 (Lowest Priced)		Copier Black and White							
18	Volume Band M1 (Highest Priced)		Copier Black and White							
19	Volume Band M3 (Lowest Priced)		Copier Black and White							
20	Volume Band M3 (Highest Priced)		Copier Black and White							
21	Volumen Band M5 (Lowest Priced)		Copier Black and White							
22	Volumen Band M5 (Highest Priced)		Copier Black and White							
23	Volume Band C2 (Lowest Priced)		Copier Color							
24	Volume Band C2 (Highest Priced)		Copier Color							
25	Non-MFD (Lowest Priced)		Facisimilie							
26	Non-MFD (Highest Priced)		Facisimilie							
27	Non-MFD (Lowest Priced)		Scanner							
28	Non-MFD (Highest Priced)		Scanner							
29	Non-MFD (Highest Priced)		3D Printer							
30	Non-MFD (Lowest Priced)		3D Printer							
31	**DOCUMENT IMAGING SERVICES**									
32	**IMPORTANT!! For this category enter "DIS" in the BRAND Column (See Example)**									
33	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
34	Imaging Services	DIS	Black and White Image Capture	Low (200 DPI)	Service	Y		$0.03	20.00%	Per Image
35	Imaging Services	DIS	Black and White Image Capture	High (400 DPI)	Service	Y		$0.04	30.00%	Per Image
36	Imaging Services		Color Image Capture	Medium (300 DPI)						Per Image
37	Imaging Services		Color Image Capture	Preservation >= 600 PPI						Per Image

	A	B	C	D	E	F	G	H	I	J
38	Imaging Services		Index Field - Type 1	Up to 15 Characters						Per Document
39	Imaging Services		Index Field - Type 2	31-45 Characters						Per Document
40	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Image
41	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Roll
42	Imaging Services		Microfilm Conversion	Conversion of microfilm to digital Images						Per Image
43	Imaging Services		Microfiche Conversion	Conversion of microfiche to digital Images						Per Image

	A	B	C	D	E	F	G	H	I	J
44	**ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES**									
45	**IMPORTANT!! For this category enter "ECM" in the BRAND Column (See Example)**									
46	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
47	Software	**ECM**	Digital Enterprise Mid Level Enterprise Content Management Software. Gartner Majic Quadrant rated. The solution can be hosted on premise or in the cloud, depending on the user's needs.	Software is a document management solution (DMS) that is suitable for companies of all sizes and in a wide range of industries such as accounting and financial services, manufacturing and health care.	SOFTWARE123	Y		$6,500.00	25.00%	Perpetual
48	Software	**ECM**	Mary Jane ECM offers integration with Salesforce, which gives users the ability to drag and drop and manage files from either system.	The system is accessible using mobile apps that can be used from a smartphone ot tablet.	TABLET123	Y		$2,000.00	33.00%	Annual Term
49	Software									
50	Software									
51	Software									

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - ENTIRE PRODUCT OFFERING MPS

You should list every product that will be offered on a contract. If it is not listed here it will not be included in the contract. BE SURE TO DETAIL YOUR PRODUCT DESCRIPTION.

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

CATEGORY	SUBCATEGORY	MODEL	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Lowest Model)	Copier Black and White	C0989					Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 1 GB Standard Memory (when UK-219 is installed), 50 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 4K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Highest Model)	Copier Black and White	VEA-3823					Includes: PS, PCL, and XPS Controller, 500-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 2 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Lowest Model)	Copier Black and White	BW 7777	$1,500.00	$1,300.00	$1,000.00	$800.00	Includes: PS, PCL, and XPS Controller, 1000-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 6 GB Standard Memory (when UK-419 is installed), 500 GB HDD, Standard USB 2.0 (supports local printing), Four USB 5.0 Host Ports, 12K Starter Toner and 120K Imaging Unit	$45,000.00	15.00%	$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Highest Model)	Copier Black and White	L - 246978	$3,800.00	$2,800.00	$2,300.00	$2,000.00	Digital MFP Copier, Standard Network Print & Scan, LED Print Heads, RADF, 1x530 Sheet Cassette L,L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	$225,000.00	20.00%	$181,350.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Lowest Model)	Copier Color	CL 9999	$2,000.00	$1,050.00	$1,000.00	$900.00	Digital MFP Color Copier, Standard Network Print & Scan, LED Print Head, 1x530 Sheet Cassette St-R to LG, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED, RADF, Duplexing	$100,000.00	25.00%	$75,562.50
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Highest Model)	Copier Color	L - 367894	$4,000.00	$2,100.00	$2,000.00	$1,800.00	Lease of L-36 Base model includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCLc / PCL 6 / PostScript network printing, Scan single-pass dual-sided color scanning, network scanning, 100-sheet doublesided single-pass feeder, auto duplexing, one 500-sheet paper drawer and 100-sheet bypass tray, developer and drum cartridges. Toner cartridges sold separately	$200,000.00	45.00%	$110,825.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	3D Printer	586-3D	$139.58	$93.00	$69.79	$55.83	1 form 2 3D printer, resin tank, build platform, finish kit, per-form software, 1 year warranty.	$3,350.00	20.00%	$2,700.10
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	Scanner	S-7870					SCANNER I1350 DESKTOP SCANNER, Color, Sheet Fed (Flatbed accessory available), 3000 pages per day, 600DPI Optical, 25PPM B&W/Color (1st 10 sheets @ 40PPM), USB 2.0/3.0 , 50 Sheet ADF (A4), EasyTouch & Capture SW, WARRANTY 3YR	$40,000.00	10.00%	$36,270.00

CATEGORY	SUBCATEGORY	BRAND	SKU / PART NUMBER	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: MPS	N/A	Project		Agency Growth Project		40.00%	Per SLA or SOW

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES RELATED SERVICES

RELATED SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
RELATED SERVICES	**EXAMPLE:** Training	N/A	4847		Copier Training per hour	$25.00	40.00%	$15.11
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES ACCESSORIES

ACCESSORIES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
EXAMPLE ACCESSORY	Document Feeder	Nonac	12345	$14.00	$12.00	$10.00	$8.00	Width : 51 mm to 216 mm (2" to 8.5") Length : 89 mm to 356 mm (3.5" to 14.0"), Thickness : 35 to 128g/m² (9 to 32 lb bond), Capacity (80g/m² paper) : 50 sheets or stacked to a height of 6.0 mm (0.2") (including curling)	$895.00	60.00%	$360.69
EXAMPLE ACCESSORY	Power Surge	John Doe Power Surge Co	3857					AMPS 15, Sentury, Plastic, Surge Strip, PN: 100190, Receptacles 6, Surge Suppression: Yes, Length Inches: 12; # OF Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	$95.00	45.00%	$52.64
											$0.00
											$0.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR NAME

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR NAME* (hereinafter "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 of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on December 7, 2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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 Level Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized

SAMPLE

Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, Appendix G, Appendix H, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix H, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may

SAMPLE

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 three quarters of one percent .75%. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

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

SAMPLE

7. Software License, Service and Leasing 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 D 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 D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. rder 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 Level Support 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,

SAMPLE

such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

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 NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of
General Counsel: _____

SAMPLE

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 2
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 3
   H. Proof of Financial Stability 3

5. Intellectual Property Matters 3

   A. Definitions 3
   B. Ownership. 4
   C. Further Actions. 5
   D. Waiver of Moral Rights. 5
   E. Confidentiality. 5
   F. Injunctive Relief 6
   G. Return of Materials Pertaining to Work Product. 6
   H. Vendor License to Use. 6
   I. Third-Party Underlying and Derivative Works. 6
   J. Agreement with Subcontracts. 6
   K. License to Customer. 6
   L. Vendor Development Rights 7

6. Product Terms and Conditions 7

   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) 7
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 7

7. Contract Fulfillment and Promotion 8

A. Service, Sales and Support of the Contract 8
B. Use of Order Fulfillers 8
1) Designation of Order Fulfillers 8
2) Changes in Order Fulfiller List 8
3) Order Fulfiller Pricing to Customer 8
C. Product Warranty and Return Policies 9
D. Customer Site Preparation 9
E. Internet Access to Contract and Pricing Information 9
1) Vendor Webpage 9
2) Accurate and Timely Contract Information 9
3) Webpage Compliance Checks 10
4) Webpage Changes 10
5) Use of Access Data Prohibited 10
6) Responsibility for Content 10
F. DIR Logo 10
G. Vendor and Order Fulfiller Logo 10
H. Trade Show Participation 10
I. Orientation Meeting 11
J. Performance Review Meetings 11
K. DIR Cost Avoidance 11

8. Pricing, Purchase Orders, Invoices, and Payments 11

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 11
B. Customer Discount 11
C. Customer Price 11
D. Shipping and Handling Fees 12
E. Tax-Exempt 12
F. Travel Expense Reimbursement 12
G. Changes to Prices 12
H. Purchase Orders 12
I. Invoices 13
J. Payments 13

9. Contract Administration 13

A. Contract Managers 13
1) State Contract Manager 13
2) Vendor Contract Manager 13
B. Reporting and Administrative Fees 14
1) Reporting Responsibility 14
2) Detailed Monthly Report 14
3) Historically Underutilized Businesses Subcontract Reports 14
4) DIR Administrative Fee 14
5) Accurate and Timely Submission of Reports 15

C. Records and Audit 15
D. Contract Administration Notification 16

10. Vendor Responsibilities 16

A. Indemnification 16
1) INDEPENDENT CONTRACTOR 16
2) ACTS OR OMISSIONS 16
3) INFRINGEMENTS 17
4) PROPERTY DAMAGE 17
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 18
C. Vendor Certifications 18
D. Ability to Conduct Business in Texas 20
E. Equal Opportunity Compliance 20
F. Use of Subcontractors 20
G. Responsibility for Actions 21
H. Confidentiality 21
I. Security of Premises, Equipment, Data and Personnel 21
J. Background and/or Criminal History Investigation 21
K. Limitation of Liability 21
L. Overcharges 22
M. Prohibited Conduct 22
N. Required Insurance Coverage 22
O. Use of State Property 23
P. Immigration 23
Q. Public Disclosure 24
R. Product and/or Services Substitutions 24
S. Secure Erasure of Hard Disk Products and/or Services 24
T. Deceptive Trade Practices; Unfair Business Practices 24
U. Drug Free Workplace Policy 24
V. Accessibility of Public Information 25
W. Vendor Reporting Requirements 25

11. Contract Enforcement 25

A. Enforcement of Contract and Dispute Resolution 25
B. Termination 25
1) Termination for Non-Appropriation 25
2) Absolute Right 26
3) Termination for Convenience 26
4) Termination for Cause 26
5) Immediate Termination or Suspension 27
6) Customer Rights Under Termination 27
7) Vendor or Order Fulfiller Rights Under Termination 27
C. Force Majeure 27

12. Notification 28

A. Notices 28
B. Handling of Written Complaints 28

13. Captions 28

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

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax 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 for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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) Webpage Compliance Checks

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

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage 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

Vendor and 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

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's 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 no more than two 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 to include reporting requirements. 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 may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. 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 and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the 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.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or 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 Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 identify a specific 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 Vendor and 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. Vendor will provide all required documentation at no cost.

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 are due on the fifteenth (15th) calendar day of the month following the month of the sale. 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 estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

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) The Vendor shall pay an administrative fee 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. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) 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.

c) 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 Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

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 seven (7) 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, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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) Prior to 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) 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;

(xii) 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;

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

(xiv) 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;

(xv) under Section 2155.006, and Section 2261.053, Texas 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;

(xvi) 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

(xvii) 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; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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 if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Exhibit A to the RFO and/or Section 10.C. (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 the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 the Customer.. 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 have an A rating and a Financial Size Category Class of VII from A.M. Best and are 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 $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. 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; and
d) Waiver of Subrogation

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 PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Security[1]s 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 or other contractual document or relationship 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 or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship 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 ten (10) 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

Appendix F

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and Related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-TSO-XXXX which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix F). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and

Example

any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. <u>Lease</u>.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

Example

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation

Example

of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments

Example

in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated

Example

to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time

Example

period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another

Example

location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of

Example

its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

Example

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an

Example

Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. <u>Representations and Warranties of Lessee</u>.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

Example

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

Example

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will

Example

comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon

Example

the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½ % per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated

Example

damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. <u>Notices and Waivers</u>.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

Example

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that

Example

this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Example

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	

Example

If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		

Example

What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

Example

Appendix G
MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-TSO-XXX, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the

Example

Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

Example

(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR- TSO-XXX on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result

Example

of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule

Example

Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the

Example

Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

Example

(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the

Example

Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination

Example

of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

Example

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a

Example

Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining

Example

Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

Example

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

Example

(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

Example

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of

Example

Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

Example

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through

Example

Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER**. Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii)

Example

repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts

Example

shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, offered to give, and does 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 this MLA and/or any Schedules executed hereunder;

Example

(ii) it 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, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has 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;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it 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,

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

(vii) 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 MLA;

(viii) Lessor 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;

(ix) as of the effective date of the MLA, 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;

(x) to the extent applicable to this scope of this MLA, Lessor 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;

Example

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

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

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has 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.

Example

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

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

Example

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

This Appendix H to DIR Contract Number DIR-TSO-*XXXX* contemplates the economical and timely repair/replacement/ or recovery of multifunctional networked copier equipment that is leased for 48-month or 60-month terms by the Customer (Lessee) from the Vendor (Lessor), for equipment having experienced inoperability, unserviceability, or condition damage that exceeds normal, wear and tear resulting from a declared disaster event ("Event") in the State of Texas. This Agreement is between the Customer and the Vendor and this agreement is not intended as an amendment to any lease agreement.

Monthly leasing prices for the Declared Disaster Equipment Recovery Program may be selected singly, for each piece of leased equipment and shall be identified by serial number. Monthly Declared Disaster Program leasing prices for 48 and 60-months shall be in accordance with DIR Contract Number DIR-TSO-XXXX Appendix C Pricing Index.

A Disaster Declaration is issued by the Governor of the State of Texas. Upon the issuance of a Disaster Declaration Proclamation in accordance with the authority vested by Section 418.014 of the Texas Government Code, *Vendor Name*, and *Customer Name*, in accordance with DIR Contract Number *DIR-TSO-XXXX* will abide by the following Equipment Recovery terms and conditions for property that a) is leased under DIR-TSO-*XXXX* in accordance with the Declared Disaster monthly pricing option, b) is documented as having been previously installed and operating for a minimum period of _____ months at the same location within a Texas county that is designated in the Disaster Declaration, c) having had no more than _____*(number)* late or outstanding payments during the entire lease term. Invoices that are in current dispute status or which have been in a previous dispute and resolved, do not count toward this (c) requirement.

Definitions

Event Date
The Event Date is the date that the disaster occurred.

Disaster Declaration Proclamation
A Disaster Declaration Proclamation for certain Texas counties affected by a disaster which is issued by the Governor of the State of Texas at https://gov.texas.gov/news/category/proclamation.

Initial Equipment Assessment Date
If the Event requires that an agency official pronounce the property as safe to access, after which the area in which the equipment under this Disaster Agreement is safely accessible, the calendar date that the physical equipment is safely accessible for assessment by Lessee is defined as the Initial Equipment Assessment Date.

Lessee Declared Disaster Service Call
The calendar date that a Maintenance and Support call (to the telephone number provided at the time of equipment installation) is initiated by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call.

Vendor Declared Disaster Service Call
The calendar date that a Maintenance and Support call is received by the Vendor that is identified as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words "Declared Disaster" which shall appear on all documentation thereafter.

Initial Vendor Assessment Date
The calendar date that the Vendor arrives on-site to assess the functionality and operability of each device identified by a Lessee Declared Disaster Service Call. The Vendor should arrive on-site within five (5) calendar days after receiving a Declared Disaster Service Call (excluding the date of the service call).

Recovery Plan
A written Recovery Plan initiated by the Vendor to the Lessee within five (5) calendar days after the Initial Vendor Assessment date. The Recovery Plan must be agreed, in writing, by both parties. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event.

Location

- Event Location – the Location at which the Event/Disaster occurred.
- Temporary Location – A physical location to which the agency has relocated their primary business due to the Disaster Event
- Recovery Location – The physical location to which recovery or remediation of equipment is delivered/installed.

Equipment Recovery/Replacement Terms and Conditions

General

Lessee shall continue submitting monthly lease payments during the time of the non-accessibility, throughout the repair/replacement Recovery (reinstall) process and then throughout the remainder of the lease term. All invoicing and payments shall be handled in accordance with Sections I. and J. of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-*XXXX*.

A Lessee may relocate to a Temporary Location during construction or repairs and may return to the original Event Location, or even to a new permanent location. The Vendor shall accommodate the Lessee in the installation and deinstallation of loaner or new equipment to the Temporary Location and in the final recovery of equipment at the Recovery Location.

Initial Equipment Assessment
Once the premises has officially been determined to be safe to access by an agency Facility or Security official, and the area in which the equipment under this Disaster Agreement is safely accessible, Lessee shall assess the equipment for operability. In order to qualify for this Program, equipment shall be non-functional or inoperable directly resulting from a Declared Disaster Event. In the event that non-operability of equipment is identified and assumed to constitute a Disaster Declaration Event, a Maintenance and Support call (to the telephone number provided at the time of equipment installation) shall be made by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words “Declared Disaster” which shall appear on all documentation thereafter. Lessee should retain the Confirmation Number for use when filing a written Declared Disaster Claim.

Vendor Assessment
Within five (5) calendar working days (exclusive of the date of the call) after the Vendor receives the Declared Disaster Service call, the Vendor shall arrive on-site to assess the functionality and operability of each device covered on the Declared Disaster Equipment Recovery Program.

Recovery Plan

Within five (5) calendar working days after the Vendor Assessment the Vendor shall and present a written Recovery Plan to the Lessee. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event at the earliest possible date, in order to minimize the Lessee's non-functionality equipment status. The Recovery Plan must be agreed, in writing, by both parties.

As each Declared Disaster Event is unique, below are examples for considerations to be made (as applicable):

- Are there facilities/construction repairs to be made as a result of the Event? Must the repairs be made before, or can they be made after equipment replacement?
    - Can the Lessee assist in expediting repairs? If so, how will they assist?
- Consider an interim operational status that will allow the Lessee to continue their business while new equipment or replacement parts/components are being ordered. Can the Vendor offer loaners?
- Where feasible, expedite the shipment of small to medium items (all handling, shipping and transport charges are borne by the Vendor).
- Vendor may consider shipping new or replacement equipment on a first available basis. An initial/temporary Recovery Plan could (stagger) include both loaner and replacement equipment.

At a minimum, equipment recovery shall be restored to a _____ % level within _____ calendar working days of the Initial Vendor on-site Assessment (first) arrival.

Vendor Obligations

All replacement, and new equipment shall be made with equipment that is equal to, or better than, the equipment being replaced.

All pricing for the monthly leased equipment shall be the same as the Declared Disaster pricing. All pricing for the continuance of Maintenance and Support Services shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index throughout the lease term.

All Copy Allowances and Overage charges on the Maintenance and Support Plan shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index.

Vendor is responsible for providing the following *at no cost to the Lessee*:
New and Replacement Equipment costs;
De-installation;
Installation
Parts and components costs;
Packing;
Shipping and Handling charges;
Transport charges and fees;
Labor;
Travel and lodging expenses;

Other Miscellaneous charges and fees associated with the Declared Disaster Equipment Recovery Program.

Lessee Obligations

Lessee shall provide the Vendor access to the premises Monday through Friday (less State Holidays) during normal working hours. If Vendor requests access to the premises during days or times that are outside of normal working hours and Lessee can accommodate without interruption to business, they shall endeavor to accommodate the Vendor.

Whenever Lessee is available to expedite the scheduling of facility or construction services that will impact the equipment recovery process, they shall expedite scheduling in order to allow quicker access by the Vendor.

If the Lessee has relocated their operation to a Temporary Location, and they require that a loaner be provided to this Temporary Location until such a time as the original building is reconstructed/repaired, the Lessee will be obligated to pay the difference in transport charges in excess mileage between the Event Location and the Temporary Location.

Claim

Lessee Claim Obligations

Lessee should initiate the filing of a claim within ten (10) calendar working days of the Initial Vendor Assessment conclusion.

Lessee shall provide a completed Claim consisting of the following documentation. A claim is not considered received until all of the following documentation has been received by the Vendor.

1. Provide documentation of having leased and operated equipment (Lease Agreement) for a minimum period of sixty days or *(enter other)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
2. Submit a Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
3. Complete Claim Form signed by agency head (Director or above).
4. Submit signed Recovery Plan (signed by Lessee and Vendor).

Any costs incurred by the Lessee during the interim of the Disaster Event until the Claim Acceptance Date by the Vendor is not reimbursable.

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

CLAIM FORM

Claim Number (Entered by Vendor) ⟶	
Declared Disaster Service Ticket/Confirmation Number (Entered by Customer/Lessee) ⟶	
Agency/Lessee name	Event/Disaster Date:
Street address	
City / State / ZIP code	
Customer/Lessee POINT OF CONTACT Name	
POINT OF CONTACT Telephone *(area code and number)*	POINT OF CONTACT E-mail

Contract Number:	
Vendor Company Name	
Vendor Point of Contact Name	
Vendor Point of Contact phone *(area code and number)*	Vendor Point of Contact E-mail

Equipment Mfgr and Model	*Equipment Serial Number*	*Equipment COUNTY, Bldg, street, city, state, zip*	*Is Equip inoperable? Yes or No*

Brief Description of Event and Damage

_____

_____

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

_____

_____

_____

Comments/Notes/Additional Information: _____

_____

_____

_____

_____

This Claim Approved by **Agency Director or above**: _____

Must be original, signed signature (not typed)

Type Name _____

Title: _____

Date Signed _____

Attach the following:

1. This claim form, completed and signed
2. Provide documentation of having leased and operated equipment listed above (Lease Agreement) for a minimum period of sixty days or *(enter other as pre-negotiated)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
3. A Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
4. A signed Recovery Plan (signed by Lessee and Vendor).

Bid Package 8

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Vendor References

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. 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: 419docmanagement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* 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 this reference and returned to DIR at 419docmanagement@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 Managed Print Services, Document Imaging or Enterprise Content Management Products and Services

1. Have you purchased any Managed Print Services, Document Imaging or Enterprise Content Management Products or from this Vendor in the past 2 years? 0. __No 1. ___Yes
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 or services provided to you? 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 MPS, Document Imaging or Enterprise Content Management Products and Services or related 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.

Request for Offer DIR-TSO-TMP-419
Bid Package 9

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offeror's will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date:

Name of Product:

Contact for more Information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other		

elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet		

that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Telecommunications products or systems which provide a function		

allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable		

with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall		

be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission,		

regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Self contained products shall be usable by people		

with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and		

restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to		

be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be		

46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.26 Desktop and Portable Computers – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the		

communication needs of end-users with disabilities.		

Return to the top of the page.

Texas Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Bid Package 10

Vendor ICT Accessibility Policy Assessment (PDAA)

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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 Catalog 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.)

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:

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
- 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.

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, 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,

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 **(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 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

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

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

(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:

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

· 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

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

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 (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

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 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

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

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

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

Bid Package 10
DIR-TSO-TMP-419

EXAMPLE

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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.
	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)

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

This Addendum #1 to Request for Offer DIR-TSO-TMP-419

1. Replaces Bid Package 1, Section 4.3.1 RFO schedule extending the RFO response due date and Vendor Reference due date to February 19, 2019 2:00 PM (CT)
2. Replaces Bid Package 1, Section 3.1, Paragraph 43;
3. Replaces first sentence of Bid Package 1, Section 4.7.1;
4. Replace Bid Package 1, Exhibit A Vendor Information, Item 10;
5. Contains questions and answers submitted in writing at the Vendor Pre-Bid Conference and Webinar, and to Carrie Thomas, the Purchasing Point of Contact.
6. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference Sign-In Sheet as an attachment to this Addendum #1; and
7. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference presentation slides as an attachment to this Addendum # 1.

---

1. DIR-TSO-TMP-419 Bid Package 1, Section 4.3.1 RFO Schedule is hereby replaced as follows:

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 19, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 19, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 19, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

2. DIR-TSO-TMP-419 Bid Package 1, Section 3.1 Products, paragraph 43 is hereby replaced with:

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

3. DIR-TSO-TMP-419 Bid Package 1, Section 4.7.1 first sentence is amended as follows: **VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

4. DIR-TSO-TMP-419 Bid Package 1, Exhibit A Vendor Information, Item 10 is hereby replaced with:

10. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies either via the BidStamp VIS Portal or directly via email. Instructions are included in **Bid Package 8**. 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).

Addendum 1

5. **Questions and Official Answers**:

1. Question: Are agencies able to procure digital print services through this vehicle?

Answer: This RFO does not include commercial digital print services. Texas state agencies procure digital printing services through the Comptroller's Statewide Procurement Division State Print Shop Web Portal.

2. Question: Will digital print and, or print mail going to be accepted under this cooperative contract as miscellaneous?

Answer: Print mail services are not included in this RFO. Refer to the Answer to Question 1 above, and Bid Package 1, Section 3. Scope. Print mail services are offered through DIR's Shared Technology Services (STS). STS is currently in the planning phase of a solicitation for **Data Center Services - Print, Mail, and Digitization** due to post in Summer 2019. Please see DIR's Current Contracting Initiatives page for more information.

3. Question: (Pg 6, Section 3.1) The RFO mentions scanning services, referred to as digital imaging and document imaging, and hardware with respect to Managed Print Services, but is silent on actual print services. We understand in the past, agencies used the CCG contract for printing services. Does the RFO consider the use of the contract for printing and/or digital printing services? Digital printing is defined as any printing not using plates to transfer an image or text.

Answer: Printing Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answer to Question 1 above.

4. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for offset printing services, defined as any printing that would use plates to transfer an image or text?

Answer: Offset Printing Services are not included in Bid Package 1, Section 3. Scope.

5. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for agency printing and any associated mail fulfillment services as well?

Answer: Primary Printing Services and Mail Fulfillment Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answers to Questions 1 and 2 above.

Addendum 1

6. **Question:** (Pg 6, Section 3.1; Pg 18 Section 3.1.1.1. Under "The Third Tab", Miscellaneous/ Other) If the answer is yes to any of the three previous questions, please indicate the pricing schedule for these services that DIR would prefer?

   Answer: The answer is No for questions 3, 4, and 5. Refer to the Answers to Questions 3, 4 and 5 above.

7. **Question:** Will the BidStamp VIS System allow multiple people to have an account from the same vendor?

   Answer: Yes, a single Vendor account may have multiple users.

8. **Question:** May multiple people from one company have access to the portal?

   Answer: Multiple users may have access to a single Vendor account.

9. **Question:** Can you partially fill out and log in later to continue?

   Answer: Yes, BidStamp allows Vendors to leave and return to their response to complete up to the due date and time of the response. DIR suggests selecting SAVE in each line item of the BidStamp pricing form before exiting.

10. **Question:** Are scanner manufacturers and software provided by responder considered 3rd party?

    Answer: Third party software is software that is not published by the manufacturer (as in an operating system/manufacturer application).

11. **Question:** Scanner manufacture (i.e. Kodak) and software developers (i.e. Docuware) each considered 3rd party vendors requiring submittal of documents for authorized vendors of these?

    Answers: Refer to the Answer to Question 10 above.

12. **Question:** Will a manufacture certificate be required for third party equipment?

    Answer: Vendors must provide proof that they are an authorized Reseller for each manufacturer's product proposed in their response. Refer to Bid Package 1, Section 4.5.1, 1).

Addendum 1

13. **Question:** General - Do out of state dealers need a letter of authorization to participate on contract?

    Answer: Vendors must be authorized to do business in Texas in order to have a contract with DIR.

14. **Question:** Exhibit B, Question 1, Detailed history, Is there a page limitation?

    Answer: No, use additional pages as needed.

15. **Question:** To make it easier to manage the product list, in other contracts pricing references have been set up with product category discounts. Will this not be the case for this contract? We have to list every single product for each product category that fits the contract?

    Answer: Yes, a complete response will list every product/service offered in Bid Package 2 in the appropriate tab (Entire Offering) and if it does not fall within one of the categories listed/formatted then, it should be offered/listed in the Miscellaneous/Optional category.

16. **Question:** Would you address changes (new ones and removing old ones) as it relates to this contract after contract award?

    Answer: DIR understands that products have a lifecycle. If awarded a contract, Vendor will work with their assigned DIR Contract Manager to edit their product offering on a schedule determined by DIR and Vendor. These scheduled changes may include, but are not limited to replacing obsolete products, adding enhanced or new versions, and deleting products. In addition, DIR will consider changes at the annual optional renewal term or per the emerging technology changes described in Bid Package 1, Section 3.3 Emerging Technologies.

17. **Question:** General Question: Under this contract award is software available as a stand-alone acquisition item to qualified entities or will software solutions only be allowed as an add-on to hardware purchases?

    Answer: Yes, as it relates to Bid Package 1, Section 3. Scope.

Addendum 1

18. **Question:** DIR-TSO-TMP-419- Bid Package 1- RFO- Please confirm that it is the intent of DIR to allow standalone software components on this RFO.

    Answer: Refer to the Answer to Question 17 above.

19. **Question:** Has the Master Operating Lease and or Master Lease been changed from the current lease under contract?

    Answer: DIR has no knowledge of the contract referenced in the question. The Master Operating Lease Agreement and the Master Lease Agreement for this RFO are posted as Bid Package 5 and Bid Package 6, respectively.

20. **Question:** Will DIR allow or add to lease agreement (MLA / MOLA) "Standard $1.00 Out Lease" structured program/option? Note: Customer would have option to transfer title of ownership at end of lease for $1.00.

    Answer: Yes, refer to Bid Package 6, Master Lease Agreement, Section 13. Purchase and Renewal Options; Location and Surrender of Equipment which discusses a Fair Market Value option.

21. **Question:** Will DIR allow or add to leasing agreements (MLA / MOLA) "Tax Exempt Municipal Lease" structured program/option? Note: This would require title of ownership to transfer to customer.

    Answer: Additional terms to the existing MLA or MOLA may be negotiated between the Vendor and customer as long as the proposed term(s) do not diminish DIR contract or DIR MLA/MOLA terms.

22. **Question:** How can we validate you have received the references?

    Answer: You may contact your references or have them cc: you when they submit to DIR.

23. **Question:** Who can we talk to for clarification on cancelled contracts?

    Answer: Questions should go to Carrie Thomas, as stated in section 4.1 of the RFO.

Addendum 1

24. **Question:** All questions submitted pertain to: DIR-TSO-TMP-419. Who can we talk to for clarification on cancelled contracts?

    Answer: Refer to the Answer to Question 23 above.

25. **Question:** Are there provisions for small businesses to be a prime on this contract?

    Answer: Any qualified Vendor able to provide products and/or services described in this RFO will be evaluated to move to negotiations. Vendors awarded a DIR contract will be considered as master contract holders. There are provisions for Resellers, Order Fulfillers and Subcontractors in Bid Package 1, Section 4.5.1 Authorized Vendors.

26. **Question:** RFO 3.1 PG 12 DIS, is a narrative required for any of the bullets? If so, where to put it in the proposal?

    Answer: The contents of Vendor's proposal must meet the requirements of the RFO, and are at the Vendor's discretion. It is in the Vendor's best interest to answer each question thoroughly.

27. **Question:** Is this contract specific to TX based vendors? If not, are there preferences TX based vendors have? Explain?

    Answer: No, refer to Bid Package 4, Appendix A, Section 3. Definitions, A. No preferences are given to Texas based Vendors.

28. **Question:** Are Texas-based vendors preferred for this contract?

    Answer: Refer to the Answer to Question 27 above.

29. **Question:** What if a customer wants to purchase ECM service/product but they do not want DCS product or service?

    Answer: DIR assumes that the Vendor's question refers to "DIS" and not "DCS". In that regard, each DIR Cooperative contract will have an Appendix C Pricing Index which will provide the Vendor's unique offering of products/services.

Addendum 1

30. **Question:** Is there an option to upload a single Excel or Word document or does each question need to be entered individually?

    Answer: Each question and each document should be submitted singly in the BidStamp Vendor Information System portal (VIS).

31. **Question:** Would it be acceptable to upload one single Word document with all completed RFO documents embedded within that one document or do all of the RFO documents and any additional documentation need to be separately attached one by one?

    Answer: No. Vendors should not embed any documents within the proposal and each document should be uploaded separately into the VIS portal.

32. **Question:** Could you please provide me with the link to the recorded webinar for the prebid conference from the Friday before Christmas?

    Answer: The webinar was not recorded. The Prebid Conference PowerPoint slides are attached to this Addendum 1.

33. **Question:** General - due to the complexity of the RFP, we request a 2 week extension do the due date.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

34. **Question:** DIR-TSO-TMP-419- Entire Bid Package-Would DIR consider offering an extension to this RFO?

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

35. **Question:** General Question: To provide DIR with a comprehensive response that considers all of your valued feedback, we respectfully request a two (2) week extension of current due date. Will DIR extend due date of February 4, 2019 to February 19, 2019?

    Answer: Refer to the Answer to Question 34 above.

Addendum 1

36. **Question:** DIR-TSO-TMP-419. Would DIR consider extending the period for vendors to pose questions to Thursday Jan 10th, 2019? This will allow respondents to further understand the RFO and accommodate for personnel who have been on vacation during this holiday period.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

37. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:22, Section Number: 4.3.1 RFO Schedule January 22, 2019 COB (CT) Estimate for posting answers to questions on the ESBD. Can DIR extend the RFP deadline to insure two weeks from the date of publication of the question responses? Responses could impact the ability of vendors to give DIR the best pricing possible.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

38. **Question:** Will the Department of Information Resources (DIR) please allow a second round of questions to clarify any of the answers provided from the first round of vendor questions? It is often the case that answers provided (in general) require additional clarification.

    Answer: The Due Date for all questions in the VIS Portal was January 7, 2019. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

39. **Question:** General - would DIR consider adding another round of questions and answers after this initial round?

    Answer: Refer to the Answer to Question 38 above.

40. **Question:** DIR-TSO-TMP-419- Entire Bid Package- Would the State consider allowing vendors to ask secondary questions to allow for additional clarification when needed?

    Answer: Refer to the Answer to Question 38 above.

Addendum 1

41. **Question:** General: What is the process for price adjustment over the term of the award? For example, a 3rd party software price change (up or down). Can new pricing be submitted as long as the discount rate remains the same?

    Answer: MSRP Pricing can be adjusted in accordance with manufacturer's suggested retail pricing. Throughout the life of the contract, the awarded Vendor may offer increased discounts off MSRP, but they may not decrease the discount off MSRP.

42. **Question:** Is it DIR's intention to post the sign in sheet for the pre-conference that was held on December 17th along with any notes regarding questions and answers? Thank you!

    Answer: The Sign in Sheet is attached to this Addendum 1. Refer to #5 of the Summary listed above.

43. **Question:** What is the estimated number of projects per month? (an average)

    Answer: Refer to Bid Package 4, Standard Terms and Conditions, Section 2. No Quantity Guarantees.

44. **Question:** What is the estimated number of pages for the average project? (an average)

    Answer: Each individual Customer project is based on the Customer's requirements.

45. **Question:** What is the minimum project size? Ex. 20 boxes (50,000 images)

    Answer: Refer to the Answer to Question 44 above.

46. **Question:** Where do you anticipate projects will be coming from? (office/locations)

    Answer: Any eligible DIR customer may purchase products and services offered on a DIR Cooperative contract.

47. **Question:** What is expectation regarding document transport? Will agency/office ship?

    Answer: Refer to the Answer to Question 44 above.

Addendum 1

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: Yes, as long as the data remains within the contiguous United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Refer to the Answer to Question 47 above.

50. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number 3.1 Products. Managed Print Services Examples. Technical Support

Regarding the Analyst services necessary to support Customers connecting their devices to their networks (if applicable) is remote (non-on site) services acceptable?

Answer: Yes, remote services are acceptable. Refer to the Answer to Question 48 above.

51. **Question:** RFO 3.3 page 19 "Vendor may propose such products and related services."

a. What is the process for a vendor to propose to DIR emerging technologies products/services for augmentation to the original solicitation?

Answer: Refer to Bid Package 1, Section 3.3 Emerging Technologies.

b. Would the emerging technologies products/services proposed by that vendor then undergo a bidding process amongst the other contracted vendors (assuming there were multiple contract awards)?

Answer: Refer to the Answer to Question 51 a. above.

52. **Question:** RFO 3.5 page 20 "..all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATS…"

a. During the Vendor Conference, vendors were instructed to upload the form as a Word document.

If links are used, should they be pasted into the VPAT Word document? Or, if the links should they be listed in the vendor's proposal, what section of the response should these links be placed under?

Answer: If a Vendor is using links to the manufacturer websites only, Vendors should include a word document titled "VPATs" with the list of links to the specific products that are included in the submitted Pricing Index. If Vendor is a manufacturer submitting the VPATs for the products, Word documents or PDF will be fine. The important thing is that all the VPATs that are submitted are accurate.

b. Page 20 / Section 3.5 - Please confirm that VPAT's are not required for services, only required for physical or electronic products.

Answer: VPAT's are only required for commercial off-the-shelf IT hardware or software.

53. **Question:** RFO 4.5.1 page 25 "Vendors who respond to this RFO must be one of the following:". Are the signed letter(s) of authorization required for vendors who are providing services (not reselling products)?

Answer: Yes, a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized Service Provider of Manufacturer's/Publisher's products.

54. **Question:** RFO 4.4.1 page 24 "…An original, signed paper copy of the HSP must be uploaded into BidStamp." and 4.7.1.4 page 27 "HUB Subcontracting Plan Forms"

Answer: Yes, all pages of the HSP must be completed, signed, scanned and uploaded to the VIS Portal.

Addendum 1

55. **Question:** During the Vendor Conference, it sounded like vendors are to fill in an HSP form within BidStamp VIS, then print it out, sign it, and then upload the signature page. Are all the pages of the HSP to be uploaded or just the signature page of the HSP?

Answer: Refer to the Answer to Question 54 above.

56. **Question:** Our proposal was arranged according to "Section 4.7: Response Format and Contents" from the Bid Package 1 RFO document; however, Bid Package 1 RFO Exhibit A doc also had a section of what to include (16A – Checklist for the RFO). Could you please confirm how our proposal should be organized?

Answer: Vendors must ensure that all mandatory requirements for this RFO are met per Bid Package 1, Section 4.7.1, even if they are not included in this checklist in Exhibit A, 16. Vendor must upload all required documents through the BidStamp VIS portal. A specific order of documents is not required.

57. **Question:** Reference document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 3, Section: 1.2.6 Current Contracts. DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. Enterprise Content Management (ECM) Products, Software and Services is a new category."

Will stand-alone contracts for software, Imaging and ECM remain active or be phased out? Can components from existing independent contracts be incorporated into an MPS solution or must they also receive an award under DIR-TSO-TMP-419?

Answer: Components from existing contracts cannot be incorporated into an MPS solution. DIR-TSO-TMP-419 is a new solicitation and has no relation to the existing contracts.

58. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 16, Section: 3.1 Products Enterprise Content Management (ECM)

Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content

types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

Can components from existing DIR contracts be incorporated into an ECM solution or must they also receive an award under this contract?

Answer: ECM has a Related Services element; if the Vendor offers a Related Service to an ECM product, it should be listed in the Entire Product Offering-ECM (Tab 5) of the Pricing Index. Additionally, refer to the Answer to Question 56 above and Bid Package 1, Section 3. Scope.

59. **Question:** Page 5 / Section 3.1. Please confirm that we can include products already existing in other contracts we want included in this contract.

Answer: A Vendor may propose any product and/or services that are listed in Bid Package 1, Section 3. Scope. In addition, the Pricing Index has a category titled Miscellaneous/Other for items that are not listed in Bid Package 1, Section 3. Scope, but are within the scope of the solicitation.

60. **Question:** Bid Package 1 RFO- Section 3.1 Scope Under Scope there are three categories listed, MPS, Document Imaging Services and Enterprise Content Management. Does the Section Under MPS allow for outright purchase of devices, (scanner, printer, MFP's, facsimile devices etc.) Section 3.1 page 10 references copiers, printers, and scanners.

Answer: Yes, direct purchases may be offered for this solicitation.

61. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section: 3.1 Products

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products.

Vendors use different nomenclatures to label their equipment. Please confirm your acceptance of this definition of manufacturing status as follows: None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished,

or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which model of new equipment is being provided, the District will be the first user of the equipment."

Answer: DIR does not accept the definition above. The scope is defined in Bid Package 1, Section 3.1. Vendors shall propose new products only.

62. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section Number 3.1 Products.

Regarding Equipment Manufacturing status. Does DIR have any issues with the equipment manufacturing definition? Equipment manufacturing status may change during the lift of the equipment. For equipment that is included in the DIR Final Award, what are the ramifications if equipment manufacturing status changes during the term of the contract?

Answer: If the life cycle of a product ends during the term of the contract, the Vendor may add the new version of the product to their existing contract.

63. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:6, Section: 3.1 Declared Disaster Optional Declared Disaster Equipment Recovery Program. If a vendor elects to participate in the disaster recovery program, must the service be offered on every device in the portfolio or can it be on a subset of available devices?

Answer: All products within the Optional Declared Disaster Equipment Recovery Program for 48 or 60 month leases must be offered. Vendors may elect to only offer their 60 month lease portfolio and/or their 48 month lease portfolio, however, a 48 month portfolio may not be offered without a 60 month lease portfolio.

64. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO- pg. 12, Consumables Supply Services-2. Would DIR consider the addition of the following language into 3.1 Products, Managed Print Services Examples, Consumable Supply Services: "This requirement does not apply to 3D systems. Customers shall order these supplies on an as needed basis."

Answer: No. For 3D Printers it is intended that the Vendor list the equipment and any accessories that they offer on separate lines; refer to Bid Package 1, Section 3. Scope.

Addendum 1

65. **Question:** Would it be possible to use a different font and/or color for our answers for the Exhibits so it is easier to differentiate between the Texas DIR questions and our responses?

Answer: Yes, as long as it is clear, and meets accessibility requirements. Vendor response documents should be submitted in a format that is accessible to people with disabilities. Vendor should refer to Bid Package 1, Section 4.7.3.

66. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO-Exhibit A- Item 10- Question ten of the DIR-TSO-TMP-419-Bid Package 1 RFO- Exhibit A, directs vendors to Bid package 5 for vendor reference questionnaire instructions, however the Vendor references are located in Bid Package 8. Please confirm that this question was meant to state Bid Package 8.

Answer: Yes, Bid Package 8 is titled Vendor References; refer to the Answer to Question 3 above.

67. **Question:** Exhibit A: Page 26/28: Section 11.B Termination, Item 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

Will DIR clarify that this term/condition does not apply to any and all executed lease agreements under this contract and only applies to the actual contract award?

Answer: If a Vendor offers to lease equipment on a DIR contract that is awarded to them, they will be bound first, to the terms and conditions of either the Master Operating Lease Agreement or Master Lease Agreement (MOLAs or MLAs, respectively) and then Bid Package 4 Standard Terms and Conditions.

68. **Question:** DIR-TSO-TMP-419- Bid Package 2- 11.B.3- DIR-TSO-TMP-419- Bid Package 2- 11.B.3 states, " 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. " Please clarify that this section only applies to the documents listed above and not the underlying lease agreements for the installed equipment.

Answer: Refer to the Answer to Question 67 above.

69. **Question:** Exhibit A Attachment 2 "This form must be completed/signed by respondent for each identified reference (cancelled contract references)". Can you please clarify what "cancelled contract references" means? Is this applicable only if a vendor's reference is from a cancelled contract?

Answer: The Vendor shall complete Exhibit A Attachment 2 if the Vendor has a cancelled contract. If Vendor has a cancelled contract, DIR requires a Point of Contact (POC) for that contract.

70. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Does DIR wish for responding vendors to delete information provided as "examples" and enter response data/pricing applicable to request?

Answer: Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

71. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Column D: Products/ Services Sub Description: Are vendors to create their own configurations or will DIR be providing minimum configurations for each of the volume bands requested? If there will be no minimum configuration requirements, are vendors to supply base unit pricing only and list every accessory item available separately?

Answer: The requirement within each Volume Band should be the lowest price of the base model equipment. Bid Package 2 Pricing Index Tab 2 does not require pricing for accessories.

72. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, MFD Copier/Printer Maintenance Plans/Prices. Where would an alternative price plan such as equipment flexible Rental program be placed on the price exhibit?

Answer: If a Vendor offers the rental of equipment, they shall submit a detailed description of the products/services in the Miscellaenous/Other category of Tab 3 – Entire Product Offering-MPS.

73. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, "Product Services Description"

Are there any other minimum specification or requirements other than the stated speed band?

Answer: No, the specifications and requirements are as defined in Bid Package 2 Pricing Index (Tab 2).

74. **Question:** Referencing Bid Package 2 – Based on the format on Tab 3 Entire Product Offering – MPS, how will DIR / Customer determine what accessories go with what models since the accessories are at the bottom of the page and not listed or requested within the volume bands of the MPS equipment?

Answer: If an accessory is sold separately it should be listed in the Accessories section. If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3).

75. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index- 3. Please clarify where DIR would prefer Vendors to include their CPC rates in the pricing submission on the BidStamp portal.

Answer: DIR does not require the submission of Cost per Click (CPC) rates in Vendor response to DIR-TSO-TMP-419. Copy allowances and CPC rates will be determined at the time of Negotiations.

76. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index,
Section: Tab #4, MFD Copier/Printer Maintenance Plans/Prices

MFD Copier/Printer Maintenance Plans/Prices - Is there a requirement and/or opportunity to include multiple equipment service options/plans (copy allowances etc.? Where would we put those in the price exhibit?

Answer: Maintenance should be submitted in the *Managed Print Services, Related Services* section of Bid Package 2 Pricing Index, Entire Product Offering -MPS (Tab 3). Refer to the Answer to Question 74 above.

77. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index-. If it is the intent of DIR to allow standalone software components, how should vendor's calculate ECM and software lease rates to submit as part of the response?

Answer: In regards to stand alone components, refer to the Answers to Questions 18 and 19 above. If the Vendor offers the lease of software it should be **detailed** in the Entire Product Offering-ECM (Tab 5), Miscellaneous/Other section.

78. **Question:** Bid Package 1 - RFO- SCOPE 3.1 Products - Does this offering include the options for outright purchase of supplies? If so, would these be entered under the miscellaneous/other category on the pricing template?

Answer: Supplies/Accessories should be listed in Entire Product Offering-MPS (Tab 3) under Accessories. Consumable products such as toner, and paper offered as standalone products are outside the scope of this RFO.

79. **Question:** Referencing Bid Package 2 – How are vendors to provide variably monthly lease rates/pricing? There is only one column provided for one monthly lease payment. (ie: FMV, Standard $1.00 Out, Tax Exempt Municipal Lease, etc.)

Answer: The Percent (%) Discount off MSRP that is offered at the time of proposal (if accepted) will remain fixed throughout the term of the contract. The MSRP may vary according to the manufacturer's published suggested retail price.

80. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide accessory pricing on tab 2 Bid stamp price sheet?

Answer: If an accessory is sold separately it should be listed in the Accessories section in Bid Package 2, Entire Product Offering-MPS (Tab 3). If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3). Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

Addendum 1

81. **Question:** Bid Package 2 Pricing Index - On the pricing index spreadsheet can you clarify where one would enter the pricing for those devices that would be an outright purchase.

Answer: Vendors should list their product offering in Bid Package 2, in the appropriate Entire Product Offering (Tab 3, Tab 4 and/or Tab 5). All items listed are for purchase unless otherwise indicated (as a lease).

82. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide both mono and color cost maintenance rates for proposed MFD's? How does DIR wish for vendors to provide or present maintenance pricing (cost per print or monthly volume inclusive maintenance programs, etc.).

Answer: To distinguish pricing between Mono and Color, they should be listed in separate rows. Refer to the Answers to Questions 77 and 78 above.

83. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab#6, "Volume Discounts"

Volume Discounts – Are the Quantity Bands/Revenue amounts/discount bands for volume discounts stated in the Price Exhibit examples and is it up to the vendor to determine/propose "Bulk Buy" discount criteria. Is the vendor limited to the specifics of the example included in TAB#6?

Answer: It is up to the Vendor to determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

84. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount: Are the quantities listed examples or actual ranges DIR wishes vendors to respond to? If only examples, are vendors to provide their own quantity ranges and applicable discounts?

Answer: The quantities listed are example and the Vendor will determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

85. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount/ "Additional Discount Based on Aggregate Sales": Is this item a requirement or optional?

Answer: Bid Package 2 Pricing Index, Volume Discount (Tab 6) is optional.

Addendum 1

86. **Question:** bid package 4, section B - would DIR consider modifying the reporting requirements to simplify the process?

Answer: DIR will not modify the reporting process in Bid Package 4, Standard Terms and Conditions, Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report.

87. **Question:** DIR-TSO-TMP-419 Bid Package 4 Appendix, pg. 32- 1. Please clarify if force majeure would apply to equipment payments, or would only payment for service be suspended?

Answer: As it applies to Bid Package 1, Standard Terms and Conditions, Section 11. Contract Enforcement, C. Force Majeure, all payments due from the Customer during the Force Majeure term will be suspended.

88. **Question:** Bid Package 8 - References - Can references includes companies / agencies outside of TX?

Answer: Yes, the Vendor selects the Reference then submits Bid Package 8 to the selected Reference.

End of Addendum 1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-419
Vendor Conference Sign-in Sheet
December 21, 2018 / 9:00 A.M. (CT)

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Edgar Antu	Strategic Partnerships, Inc	Eantu04@gmail.com	Yes
Webinar - Debb Atnip	CDWG	Debb.atnip@cdw.com	No
Webinar - Kevin Brooks	CTI – Cartridge Technologies	kevinb@ctimd.com	N/A
Webinar - Juan Celaya	Compu-Date International, LLC	jcelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jjcelaya@cdlac.com	Yes
Webinar - Jim Connolly	Xerox Corporation	James.connolly@xerox.com	No
Webinar - Ed Detwiler	NPC, Inc.	Ed.detwiler@npcweb.com	No
Webinar - Demetra Dickins	Kodak Alaris	Demetra.dickens@kodakalaris.com	No
Webinar - Scott Gorman	Xerox Corporation	Scott.gorman@xerox.com	No
Webinar - Tom Hay	DIR	Tom.hay@dir.texas.gov	No
Webinar - Bill Knapp	Compu-Data International, LLC	bknapp@cdlac.com	Yes

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Jeremy Knott	NPC	Jeremy.knott@npcweb.com	No

Webinar - Elizabeth Lopez	DIR	Elizabeth.lopez@dir.texas.gov	No
Webinar - Thomas Mandell	Xerox Corporation	Thomas.mandell@xerox.com	No
Webinar - Darren Morlando	Xerox Corporation	Darren.morlando@xerox.com	No
Webinar - Rasa Myers	Xerox Corporation	Rasa.myers@xerox.com	No
Webinar - John Paider	HMB	jpsifrt@hmbnrt.vom	zno
Webinar - Michelle Passarell	Xerox Corporation	Michelle.passarel@xerox.com	No
Webinar - Jerry Roberts	Muratec America	jroberts@muratec.com	No
Webinar - Ann Russo	Xerox Corporation	Ann.russo@xerox.com	No
Webinar - Blair Shaw	Ricoh	Blair.shaw@ricoh-usa.com	No
Webinar - Talan Tyminski	Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Webinar - Will Waterall	Precision Products, Inc.	waterall@precisionproducts.com	No
Webinar - Joe Yankle	Kodak Alaris	Joseph.yankle@kodakalaris.com	No

Webinar - Geri Pomerantz	Xerox Corporation	Geri.pomerantz@xerox.com	No
Webinar - Michael Wright	Canon USA Inc.	mwright@cusa.canon.com	No
Webinar - Anastasia Foerscher	Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Webinar - Ed Friel	Canon USA Inc.	efriel@cusa.canon.com	No
Webinar - Tammy Leger	Xerox Corporation	Tammy.leger@xerox.com	No

Mandy Hayden	Neubus, Inc.	mhayden@neubus.com	No
Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No

Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Vendor Pre-Bid Conference

December 21, 2018

9:00 – 11:00 (CT)

Texas Department of Information Resources

1

Introduction

Linda Hart, DIR **Phyllis Benitez, DIR** **Ray Infante, DIR**	**Jeff Kline, DIR**
Contract Manager Chief Procurement Office	**Program Director** Statewide EIR Accessibility
Kelly Parker, DIR	**CPO Staff, DIR**
Director, Cooperative Contracts Chief Procurement Office	**Webinar Coordinator** Chief Procurement Office

2

Agenda

- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Schedule
  - RFO Contents
  - Mandatory Submissions
  - Evaluation Criteria
- Break
- Questions
- Conference Closing

3

General Information

- Reference the RFO page number and Section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by 2:00 P.M. (CT), January 7, 2019.

4

General Information (continued)

- **Disqualification of Offers**
  - Failure to sign, scan and upload Vendor Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete, sign, scan and upload the Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to submit on or before due date and time
  - Contact with DIR employees regarding this RFO other than designated contacts
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**

5

General Information (continued)

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.

6

General Information (continued)

Contacts for inquiries regarding this RFO

Carrie Thomas – carrie.thomas@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker – kelly.parker@dir.texas.gov or Joan Scott – joan.scott@dir.texas.gov

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – dir.hub@dir.texas.gov
Theresa Williamson (512) 475-4638 – dir.hub@dir.Texas.gov

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline –(512) 463-3248 - jeff.kline@dir.texas.gov

7

DIR Cooperative Contracts

- DIR combines the buying power of DIR Customers to obtain volume-discounted pricing for IT products and services.
- Customer purchases through the Cooperative Contracts Program resulted approximately $5 billion for fiscal years FY2016 – FY2018. See Bid Package 1, Section 1.2.5, Historical Sales.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	$1,969,587,916.75	$1,893,601,003.97	$1,807,846,260.33

8

Threshold and SOW Requirements

Beginning September 1, 2017, the Threshold Requirements for IT Commodities (Hardware, Software and Services) are as follows:

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
More than $50,000 but not more than $1 million	Three (or all DIR Vendors in a category with less than three vendors)
More than $1 million but less than $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

State agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

9

Bid Submittal / VIS

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via **http://dircommunity.force.com/BidStamp** and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.

10

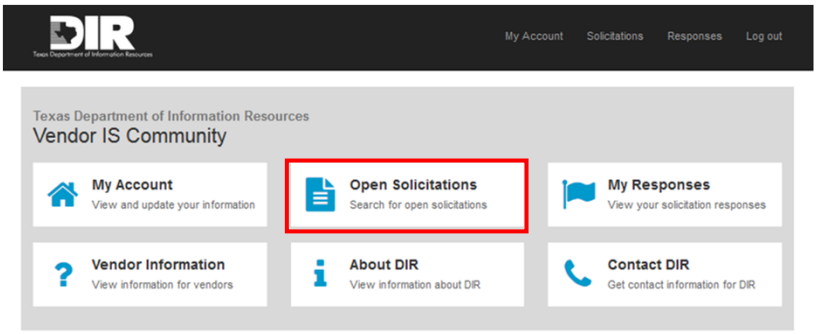
Bid Submittal

- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

11

Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



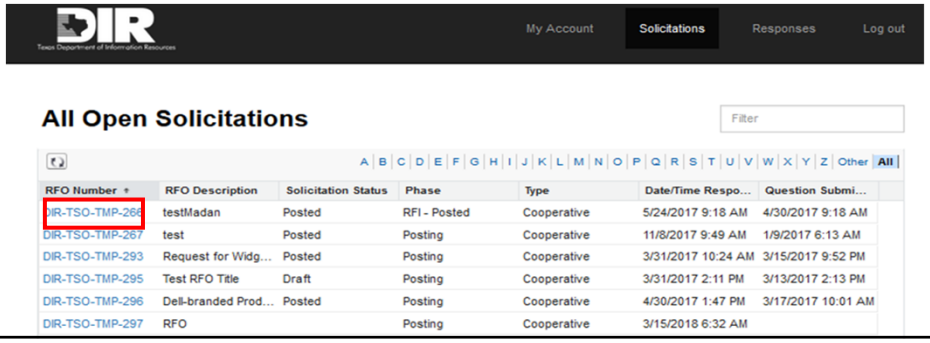
The Vendor BidStamp Guide and the presentation are posted on DIR's website on the Information For Vendors page.
http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

12

Creating a New Response

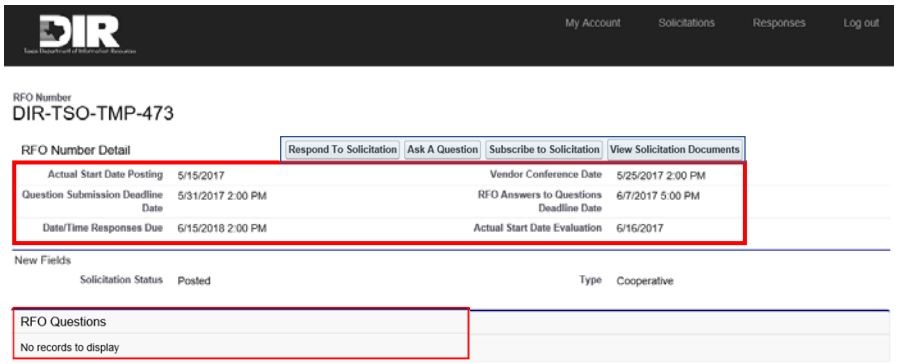
To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-TSO-TMP-419**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



13

Creating a New Response, *cont.*



This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.

14

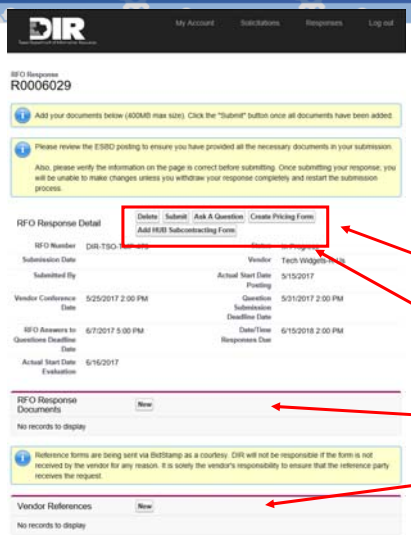
Creating a New Response, *cont.*

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response)**: Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as **"View Response"** and allow you to resume your progress on an existing RFO response.
- **Ask A Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.

15

Respond to a Solicitation



"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. *(reference Vendor Guide Section 5.7)*
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. *(reference Vendor Guide Section 5.6)*
- **Add (or Edit) HUB Subcontracting Form:** Complete an automated version of the HSP form. Note: Vendors must also print, sign, and upload the signed HSP. *(reference Vendor Guide Section 5.4)*
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response *(reference Vendor Guide Section 5.5)*
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBD *(reference Vendor Guide Section 5.2)*
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference *(reference Vendor Guide Section 5.3)*

16

RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

- DIR may make multiple awards from this RFO.

17

Exhibit D - HUB Subcontracting Plan (Bid Package 1)

*The HSP form is automated in BidStamp Vendor Information System (VIS). **Vendors will complete the form in BidStamp, print, sign, and upload the signed HSP in the VIS portal.**

18

Bid Package 1, Exhibit D – HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan (Bid Package 1)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified per TAC Rule** §20.285
- 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
- Vendors must complete a **new** HUB Plan and a good faith effort for this procurement

19

Bid Package 1, Exhibit D – HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

20

Bid Package 1, Exhibit D – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) 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 with RFO submittal

21

Bid Package 1, Exhibit D – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

22

Bid Package 1 – HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to **seven (7) working days** before the RFO submittal.

Lynn Sanchez **512-463-9813**	**Theresa Williamson** **512-475-4638**

Email: dir.hub@dir.texas.gov

23

Electronic and Information Resources (EIR) Accessibility Forms

Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities, and to obtain credible evidence of vendor's or manufacturer's capability or ability to produce accessible EIR products and services.

This RFO includes requirements for the accessibility related forms below

1. Voluntary Product Accessibility Templates (VPATs)
   - For all Commercial Off the Shelf (COTS) offerings included in the response
2. Vendor Accessibility Policy Assessment Form
   - Required for all vendors

24

Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
  - utilize ITIC VPAT template form.
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

25

Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

Note: Form (excel file) should be completed and returned in its original format

26

Additional Information regarding EIR Accessibility and VPAT Forms

- **EIR Accessibility Website**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- **PDAA Maturity Model**
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- **Additional Information**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

Jeff Kline
Program Director
Statewide Electronic and Information Resources (EIR) Accessibility

Email: jeff.kline@dir.texas.gov 512/463-3248

27

RFO Contents

Bid Package 1 – RFO DIR-TSO-419 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing Index and Instructions

Bid Package 3 – DIR Sample Contract for Products and Services

Bid Package 4 – Standard Terms and Conditions for Product Contracts

Bid Package 5 – Master Operating Lease Agreement

Bid Package 6 – Master Leasing Agreement

Bid Package 7 – Declared Disaster Agreement

Bid Package 8 – Vendor References

Bid Package 9 – Voluntary Product Accessibility Template (VPAT)

Bid Package 10 - Policy Driven Adoption Assessment (PDAA)

28

Bid Package 1

- Bid Package 1 – RFO DIR-TSO-419
  - Scope
  - General Information
  - Submission requirements, etc.
  - Evaluation, Negotiations, and Award
  - Exhibit A, Vendor Information Form
  - Exhibit B, Vendor History and Experience
  - Exhibit C, Contract Marketing and Support Plan
  - Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.)

29

RFO Scope

Section 3. Scope

DIR intends to contract with qualified Vendors to provide:

- Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services;
- Document Imaging Services/Solutions; and
- Enterprise Content Management (ECM) Products, Software and Services

Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.

30

RFO Scope, cont.

- **Third Party Products** are those hardware, peripherals, accessories and software manufactured or published by other manufacturers or publishers that may be used as an attachment or embedded within the Vendor solution to create, enhance or extend the functionality of the product or services within scope of this RFO. All third party products will be awarded at the discretion of DIR.

31

Term of Contract

Section 3.6.2 Contract Term and Automatic Renewal

The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.

The Initial contract term will be two (2) years, renewable automatically in one (1) optional two-year renewal term and one (1) optional one-year renewal term under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

32

RFO Schedule

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

33

Evaluation Criteria

- **RFO Section 5.1 – Evaluation of Responses**
  - Incomplete response package will be rejected
  - The financial review (**DUNs number**)and **HSP** review are on a pass/fail basis.
  - Only responses that receive the passing grade will proceed to the next evaluation phase.

- **RFO Section 5.2 – Evaluation Criteria**
  - Pricing – 45%
  - Vendor History and Experience and Vendor References – 30%
  - Vendor's Plan for supporting Contract – 25%

34

Bid Package 1 – Exhibits A, B, &C

Exhibit A, Vendor Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent.** Complete cancelled contract references if applicable.

Exhibit B, Vendor History and Experience

- Respondent must provide a detailed response to each question detailing the Vendor's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Support Plan

- Respondent must provide a plan that describes the Respondent/Vendor's ability and strategy for promoting and supporting the contract, if awarded.

35

Bid Package 2 – Pricing

- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Bid Package 2 Pricing Sheet - All applicable *Entire Offering* tabs will be completed and saved as a PDF and upload into BidStamp.
- BidStamp – Vendors must enter the following items:
  - Category
  - **Brand (ONLY ENTER MPS, DIS or ECM)**
  - **Product Description**
  - **DIR Customer Discount % off MSRP**

36

Pricing – Volume Pricing

- Volume Discounts: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services.
- Aggregate Sales: If Vendor is proposing increased discounts based on total statewide aggregate contract sales, Vendor must list total contract dollar amount threshold, specific product and/or service or ALL, and discount percentage increase.
- **Vendors offering Volume Discounts should use the Bid Package 2 Excel spreadsheet format for all volume discounts.**
- Vendors will need save the entire EXCEL workbook as a PDF and upload into Bid Stamp.

37

Pricing - Volume Pricing

Department of Information Resources

Request for Offer DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET VOLUME DISCOUNT

COMPANY NAME: _____

Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY		
2-99 units	ABC	
100-500 units	ABC	
500+ units	ABC	

EXAMPLE

Additional Discount Based On Aggregate Sales					
Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: $50,000.00			*20.00%*	*(+) 5.00%*	*25.00%*

38

Bid Packages 3 and 4

- Bid Package 3 – Sample Contract for Products and Services
- Bid Package 4 - Standard Terms and Conditions for Products and Related Services Contracts
- **No exception**s may be taken to certain terms as indicated on the Standard Terms and Conditions
- **Any exception must be listed in Bid Package , Exhibit A, Item 11**.

39

Bid Packages

- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

40

Bid Package 8 – Vendor Reference Questionnaire

Bid Package 8 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 4.7.2 of the RFO. Vendors may send the questionnaire through BidStamp VIS.
- Instructions are included in Bid Package 8.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- **References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.**
- The Vendor may NOT submit the reference form to DIR.

- **Forms submitted directly by the vendor to DIR will receive a score of zero**.

41

Bid Package 8 – Vendor Reference Questionnaire

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Reques for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill ou and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be complete by the Vendor requesting reference information

EXAMPLE

Vendor Name _____

***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category** _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ **Ending Date** _____

Total Est. Contract Dollar Amount

42

Mandatory Submissions

RFO Section 4.7.1 – Mandatory Response Contents

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

- Exhibit A – Vendor Information (**signed**, scanned, uploaded into BidStamp)
- Exhibit A – **Canceled Contracts** – Attachments 1 and 2 (if applicable)
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D – HUB Subcontracting Plan **(SIGNED)**
- Pricing – Bid Package 2 (Automated Pricing Form in BidStamp VIS)
- Policy Driven Adoption Assessment (PDAA) – Bid Package 10
- Vendor's Service or Licensing Agreement, etc. (if any)
- Any addendum requirements – check the ESBD for these; Vendors do not receive notice

43

Questions

- Break (10 minutes)
- <u>Reference the Section Number and page number with your submitted question.</u>
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

44

Reminder

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to solicitation number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

45

Reminder

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

46

Conference Closing

- All questions, inquiries must be directed to Carrie Thomas

Carrie Thomas

Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

47

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 2

This Addendum #2 to Request for Offer DIR-TSO-TMP-419

1. Correcting the answer to Question #48.
2. Correcting the answer to Question #49.

Questions and Official Answers:

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: No, the Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Yes, as long as the Offshore resource(s) performing back office activities do not have access to Customer Data. Further, Respondents should consider the requirement to provide service, sales and support resources to serve the Customer. Such support should be available during the Customer's normal business hours.

End of Addendum 2

Commissioners Court - Regular Session **28.**

Meeting Date: 10/19/2021

Communication Tower Maintenance and Repair Services for Wireless Communications Department

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the services contract between Williamson County and Randal's Tower Tech, Inc. to provide tower climbers for as-needed repair/maintenance services to support the operations of Williamson County Wireless Communications, in the not-to-exceed amount of $25,000.00, and authorizing execution of the contract.

Background

This agreement is for Randal's Tower Tech to provide tower climbers to perform necessary maintenance and repairs at the various communication towers in the County. Three (3) quotes were obtained by the department. Department point of contact is Paul Swisher. Funding source is 01.0507.0507.004545. Funds are budgeted for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 10:52 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:53 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:37 PM
Final Approval Date: 10/14/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR EMERGENCY SERVICE TOWER CLIMBS AND RELATED REPAIRS OR MAINTENANCE FY2022

(Randal's Tower Tech, Inc.)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randal's Tower Tech, Inc.,** (hereinafter "Service Provider"), with mailing address at P.O. Box 513, Little river, TX 76554. The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Pricing Quotation (October 1, 2021 through September 30, 2022), which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Pricing Quotation (October 1, 2021 through September 30, 2022) which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $25,000.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said

rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury	$1,000,000	$1,000,000

(including death)		
Property damage	$1,000,000	$1,000,000
	Aggregate policy limits	No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY

THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Pricing Quotation (October 1, 2021 through September 30, 2022), which is incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for through the end of the current county fiscal year on September 30, 2022.

XIV.

Severability: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____

Date: _____ ___, 20____

Service Provider: Landfall Tower Tech, Inc.
Denise Garner

Date: Sept. 30, 2021

Exhibit(s)
Statement of Work/Pricing Quotation
(October 1, 2021 through September 30, 2022)
(Incorporated herein as if copied in full)

RANDAL'S TOWER TECH, inc.

Randal's Tower Tech Inc. Tower Maintenance Pricing for Williamson County 2021-2022

Mob and De-mob within To Williamson CO	$450
Replace antenna and coax 1' to 250'	$2150
Replace antenna and coax 251' to 500'	$3000
Sweep coax/antenna system Post install	$400
Replace incandescent lights 200' or less	$900
Replace incandescent lights 201' to 500'	$1250
Trouble shoot lighting systems Incand. and Strobe	$210 per hour 4 hour Minimum

Replace 1 antenna (standard size) 250’ or less	$1500
Replace 1 antenna (standard size) 251’ to 500’	$2250
Replace PTP radio 250 or less	$900
Replace TTA 250’ or less	$900
Replace TTA 251’ to 500’	$1200
Replace coax 250’ or less	$1250
Replace coax 251’ to 350’	$1850
Replace coax 351’ to 500’	$2450

Commissioners Court - Regular Session **29.**

Meeting Date: 10/19/2021

Chevy Tahoe Purchase Holiday Chevrolet for Constable 2

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of one (1) Chevrolet Tahoe for vehicle replacement from Holiday Chevrolet in the amount of $54,710 pursuant to Tarrant County Cooperative Contract #'s 2020-0174 for the Vehicle and 2019-181 for the upfitting.

Background

Approval of this purchase will support the operations of the Williamson Constable Pct. 2. This Tahoe will replace unit #2B1508. Estimate attached outlines the details of the vehicle as well as the upfitting. Fleet Services and the Budget Department have reviewed and approved this purchase. Department contact is Paula Smith. This expenditure will be charged to FY22 01.0100.0552.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 11:50 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:52 AM
Form Started By: Erica Smith		Started On: 10/11/2021 08:52 AM
Final Approval Date: 10/14/2021		

DEFENDER SUPPLY™

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9...	Vehicle Base Color - Black			
Description	**Location**	**Qty**	**Price**	**Total**
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle (CC10706) - with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight) (Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2020-0174). Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273 Options: GBA - Black Paint AMF - 6 Additional Key FOB's $75.00 BTV - Remote Start $300.00 5T5 - Vinyl Rear Seat V76 Recovery Hooks Total - $375.00 added above to vehicle Vin #'s Customer PO # Email Approval until Purchase Order Arrives Payment to be made to Holiday Chevrolet Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626 Williamson Co TX PCT. 2 - WO # - Work Order		1	33,870.00	33,870.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9... Vehicle Base Color - Black

Description	Location	Qty	Price	Total
2 Year Texas State Inspection Certificate			7.00	7.00
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
Defender Supply TAHOE Driver Side Spot Light with LED Bulb. Includes Installation.		1	525.00	525.00
Defender Supply TAHOE Un-Marked Patrol Base Package		1	7,555.75	7,555.75
- Federal Signal InnerEdge				
- Federal Signal 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard.				
- Federal Signal Pair of Rumbler® Low-Frequency Siren				
- Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 2 , on Each Side with 45° Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.				
- 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities.				
- 1 Front Cabin and 2 Cargo Area Dome Light.				
- Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Mic Clips.				
- Defender Supply Wiring Harnesses, Power Distribution Block and Battery Management System.				
- Includes Installation.				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY™

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9...	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Customer Provides & Installs their own docking stations. Please pre-wire for customer.				
Defender Supply Computer Mount; Console. Includes Installation.		1	349.01	349.01
Please Pre-Wire Power/Ground & Roof Antenna to Console for One Piece Radios. Customer will Install.				
Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One Piece - One Piece - Hot all the Time. What is the Frequency of Customer Supplied Police Radio - 800MHz & VHF				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9... Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Note - Roof Antenna Placement: 800 MhZ Antenna – Roof mounted between B-C pillars VHF Antenna -- Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Panasonic Arbitrator Antenna -- ??? Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna Note - Cradle Point Mounting Placement: On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat. On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please. CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock				
Defender Supply Two-Way (800) Radio Antenna and Coaxial Cable. Includes Installation. Roof Mount per Williamson County Standard		1	158.54	158.54
Defender Supply Two-Way (VHF) Radio Antenna and Coaxial Cable. Includes Installation. Roof Mount per Williamson County Standard		1	138.05	138.05

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9... Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Defender Supply Duty/Personal-Size Rechargeable Metal Multi-Function Flashlight Using LED Illumination Rated at 650 Lumens. A 200 Lumens Unfocused Floodlight is Integrated into the Housing. Flashlight Switches Provide Momentary or Constant-On Functionality with User-Selectable High, Medium or Low-Brightness Settings as well as a Disorienting Strobe. - (1) Mounted on Right Side of Console & (1) in Cargo Area like last years unit on WO # 18471		1	482.02	482.02
Defender Supply TAHOE Steel Textured Coating Heavy Duty Bolt-on Brush Guard. Includes Shipping and Installation.		1	240.00	240.00
Whelen Dual Panel Slimline 12-Volt Pioneer with Black Housing, Bail or Stud Mount - Mounted on Top of Brush Guard ledge in Center with Siren Speakers on both sides		1	618.00	618.00
Defender Supply TAHOE Mirror Lighting Package 2 - Includes Two Tri Color Super LED Light Heads Mounted on Front of Mirror, Defender Supply Mirror Wire Harness. Includes Installation.		1	626.95	626.95
Defender Supply Running Board Lighting Package 1- Includes Four Dual Color Super LED Light Heads (4x R/W/B), 2 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	1,397.30	1,397.30
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. ***Requires CARGO-##-2 Harness***				657.00
Defender Supply Cargo Harness, Configuration 2. Works with Tahoe or Interceptor Utility.		1	50.00	50.00
60" Red/Blue E-Blade w/white override - Mounted on Rear Bumper		1	250.00	250.00
Defender Supply Hatch Harness, Configuration 2. Works with Tahoe or Interceptor Utility.		1	70.00	70.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY™

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9...	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Defender Supply TAHOE Rear Spoiler Light Package - Includes Six Light Heads (3x Red, 3x Blue) Under Rear Spoiler Mounted at the top of the Rear Window. Includes Installation.		1	1,264.95	1,264.95
Defender Supply TAHOE Pillar Light Package - Includes Six Super LED Dual Color Light Heads (Red/Blue) integrated into a formed Housing Mounted on the Pillar at Each Side of the Rear Window. Includes Installation.		1	1,065.01	1,065.01
Defender Supply Under Hatch Lighting Package -Includes 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Progressing Flash Patterns with Slide Switch, Cruise, Tail/Brake Functions Available (Carbide Only). Includes Independent On/Off Switch and Installation. ***Requires HATCH-##-2 Harness***		1	469.40	469.40
Defender Supply Rear Seat Dome Light - Includes 2, 3" Round Red/White Dome Lights Mounted Over Rear Driver and Passenger Side Seat with Switches on the C-pillar for the Coresponding Side. Includes Installation.		1	308.90	308.90
Defender Supply TAHOE Free Standing Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	754.95	754.95
Setina T-Rail Universal Lock, EoTech Bracket		1	14.85	14.85
Defender Supply TAHOE Cargo Barrier with Mesh Window. Includes Shipping Installation.		1	550.00	550.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9... Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Tahoe Mag Offset Dwr 3rd Removed, Cage # T-CHTAHMO-21N-TR-PP Magnum Height 2 Drawer Offset Vehicle Year: 2021+ 3rd Row Seat: Removed Prisoner Cage: Yes Exterior Carpet: Black Interior Carpet: Grey Drawer Fronts: Black Composite Locks: Push Button w/Key Override 2 Magnum Carpeted Long Dividers 2 Magnum Carpeted Short Dividers No Paint, Graphics or Radar System on this unit		1	2,397.37	2,397.37
Window Tint - For Two Front Windows		1	79.95	79.95
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00
Misc. Shop Supplies		1	30.00	30.00
Vehicle Dealer Prep		1	130.00	130.00
Installation of Above Emergency Equipment & Customer Supplied: Panasonic Cameras Cradle Points (Mounted in Driver's Side Rear Fender Area), Cradle Point Antennas - Roof Mount CAT 6 Cables go in these locations: Blue Cable - Cradle Point to Dock White Cable- VPU (PC PORT) to Dock Customer will Install the police radios themselves. Please Pre-Wire for 2-Piece Radios Customer to Pick Up Vehicles		5	100.00	500.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

DEFENDER SUPPLY

Argyle, TX 76226

Date	9/23/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson Co TX PCT. 2 Constable 350 Discovery Blvd. Suite 205 Cedar Park, TX 78613

Customer Contact	William H. Beechinor Beechinor
Customer Phone	512-260-4270
Customer E-mail	wbeechinor@wilco.org

2022 Chevrolet Tahoe 9... Vehicle Base Color - Black

Description	Location	Qty	Price	Total
- Customer Supplied Parts Needed Now - WO # Hi Sir, I am being asked by the service department to have your customer supplied equipment shipped to us. Please mark the box(s) with "WO # " so we can get your equipment checked in correctly. I show you are supplying the following equipment: Panasonic Cameras Cradle Points (Mounted in Driver's Side Rear Fender Area), Cradle Point Antennas - Roof Mount CAT 6 Cables go in these locations: Blue Cable - Cradle Point to Dock White Cable- VPU (PC PORT) to Dock Please ship to: Defender Supply Parts Department – WO # 845 FM 407 West Argyle, Texas 76226 Office (903) 771-0845 Thanks, George				

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	**$54,710.00**

Signature _____

Commissioners Court - Regular Session **30.**

Meeting Date: 10/19/2021

Chevy Tahoe Purchase Holiday Chevrolet for Constable 1

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of one (1) Chevrolet Tahoe from Holiday Chevrolet in the amount of $52,111.00, pursuant to TXSmartBuy Contract #070-A1 for the vehicle and Tarrant County Cooperative Contract #2019-181 for the upfitting.

Background

Approval of this purchase will support the operations of Williamson County Constable Pct.1. This Tahoe will replace unit 1B1016. Quote is attached that outlines the vehicle and upfitting. The Fleet Services and Budget Department have both reviewed this purchase. Department contact is Patrick Youngren. This expenditure will be charged to 01.0100.0551.005700.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 10:09 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:48 AM
Form Started By: Erica Smith		Started On: 10/11/2021 09:38 AM
Final Approval Date: 10/14/2021		

NO. [redacted]

HOLIDAY AUTOGROUP.COM

Date	3/4/2021
Estimate #	[redacted]
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson County TX PCT. 1 Constable 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Patrick Youngren
Customer Phone	512-244-8658
Customer E-mail	patrick.youngren@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Additional Key FOBs & Radio Suppression. (No Spotlight) Purchased Through Holiday Chevrolet on Texas Smart Buy Cooperative Contract # 070-A1 Series XS135PUR - Commodity Code 0710540306 Holiday Chevrolet 1009 Highway 82 West Whitesboro, Tx 76273 Options: Options Color is Black AMF - 6 Additional Key FOB's $66.00 BTV - Remote Start $300.00 5T5 - Vinyl Rear Seat Vinyl Flooring Total - $366.00 Customer PO # Payment to be made to Holiday Chevrolet on Texas Contract # 070-A1 Series XS135PUR Vin #'s Vehicle titles should be in the name & address of: Williamson County Attn: Auditors Office 710 S. Main St., Suite 301 Georgetown, Texas 78626		1	33,800.00	33,800.00
2 Year Texas State Inspection Certificate		1	7.00	7.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	3/4/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson County TX PCT. 1 Constable 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Patrick Youngren
Customer Phone	512-244-8658
Customer E-mail	patrick.youngren@wilco.org

2022 Chevrolet Tahoe 9C1 — Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Emergency Equipment is Purchased Through Defender Supply using The Tarrant County Cooperative Contract # 2019-181				
PLASTIX PLUS # (PP-2021-TAH-FS) 2021 Chevy Tahoe center console. INCLUDES arm rest pad and (1) aftermarket 12v plug. Est # 9173		1	720.00	720.00
3 Additional - 12Volt DC Heavy Duty Electrical Power Socket w/moisture covers - Mounted on Right Side of Console		3	3.85	11.55
Federal Signal 3' Round 6 LED Compartment / Dome Light that is Switchable between Red or White - (1) Mounted in Cabin Ceiling Mount & (2) on Rear Tailgate with 3-Way Switches - We want move the location of the rear hatch 3" overhead led lights on the rear liftgates in our Tahoe's. We want them moved further up on the rear hatch so they shine light closer to CopBox.		3	40.13	120.39
Make & Model of Customer Supplied Police Radio - Motorola APX7500 Is Customer Supplied Police Radio a One or Two Piece Unit - One - Hot all the Time What is the Frequency of Customer Supplied Police Radio - 800MHz				
Make & Model of Customer Supplied Laptop - Panasonic Toughbook CF33 Does the of Customer Supplied Laptop have Docking Capabilities - Yes Is the of Customer Supplied Laptop a No RF, Single RF or Dual RF - Dual RF Does the of Customer Supplied Laptop have a built-in power supply - No				
Havis Docking Station Cradle for Panasonic TOUGHBOOK 54 and 55 rugged Laptop with Power Supply # HV-DS-PAN-436		1	469.95	469.95
Defender Supply Computer Mount; Console. Includes Installation.		1	421.85	421.85
Two Way 800 MHZ Radio Antenna & Coax Cable		1	39.00	39.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	3/4/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson County TX PCT. 1 Constable 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Patrick Youngren
Customer Phone	512-244-8658
Customer E-mail	patrick.youngren@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Last year the tech installed two antennas on the roof & the vehicle only needs one, a 800Mhz				
Note - Roof Antenna Placement:				
800 MhZ Antenna – Roof mounted between B-C pillars Bluetooth Antenna -- roof mounted on pass. side between A-B pillars Multi Purpose GPS Cradlepoint Antenna -- Roof mounted between B-C pillars				
Tech Please Pre-Wire to Console for Radio Power, Ground & Roof Antenna - Radio speaker mounted externally on the front console.				
Note - Cradle Point Mounting Placement:				
On Units that have a prisoner partition, the Cradle Point will be Mounted on the Prisoner Partition right behind the Front Passenger Seat.				
On Units that do not have a prisoner partition, on the Cradle Point run cabling & roof antenna leads under the Front Passenger Seat leaving 3 to 4 feet of service lead in the wires please.				
CAT 6 Cables go in these locations: Blue Cable - CP to Dock White Cable- VPU (PC PORT) to Dock				
Tech please make Headlight Flash.				
Federal Signal off-axis SpectraLux visor lighting for the 2021+ Chevrolet Tahoe 9C1 & SSV # FS-SIFZJS-TAH21-P3		1	748.50	748.50
Federal Signal Pathfinder Siren Controller w/ remote head		1	838.40	838.40
Federal Signal DynaMax 100W Speaker - Mounted in Front Grill, Do not Mount in Wheel well		1	120.90	120.90
Federal Signal ES100 Speaker Bracket, Universal Bail		1	25.44	25.44
Federal Signal - 25 foot OBDII Interface Cable		1	107.46	107.46
Federal Signal 24 Channel Expansion Module for Pathfinder Siren/Light Controller		1	201.48	201.48

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	3/4/2021
Estimate #	- [redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson County TX PCT. 1 Constable 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Patrick Youngren
Customer Phone	512-244-8658
Customer E-mail	patrick.youngren@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Lights in Grill				
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Red/White - Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue - Mounted in Front Grill		2	81.00	162.00
Federal Signal Micropulse 620 Ultra Surface Mount - 12LED Lighthead Dual Color Blue/White - Mounted in Front Bumper Tube - Whites to do Take Downs When Activated - Red/Blue/Red/Blue - Mounted in Front Grill		2	81.00	162.00
Defender Supply Mirror Lighting Package 1 - Includes Two Tri-Color Super LED Light Heads Mounted Under Mirror (R/B/W) with 180° Light Spread and integrated Alley Function with Bracket. Includes Installation.		1	1,024.90	1,024.90
Federal Signal XStream Interior Mount Warning Light, Dual Head model with wire lead, Tri-Color-Blue/Red/White - Mounted in Rear Side Cargo Windows - Two per Side - Top & Bottom		4	186.50	746.00
Federal Signal Spectralux Low Profile Interior Mount LED Warning System, OBD Integrated with Multi-Color Capability, Amber Directional Lighting - Mounted in Rear Deck/Rear Hatch & Provides Extra Braking & Back Up Lights for 2021+ Chevrolet Tahoe 9C1 & SSV		1	1,130.68	1,130.68
Federal Signal MicroPulse Ultra 620, Dual Color Surface Mount LED Lights in Red/Blue with Clear Lens, Intended to be Flashed with the Pathfinder Siren Controller & has Dimming Capability - Mounted Under Rear Spoiler		6	81.66667	490.00
Federal Signal-Pair of spoiler brackets, each bracket holds (3) MPS6U lights, for Chevrolet Tahoe, 2021 - Mounted Under Rear Spoiler		1	120.00	120.00
Federal Signal Micropulse Ultra 24 LED lighthead Dual Color Surface Mount Light in Red/Blue - Surface Mounted Horizontal right beside Rear License Plate		2	114.20	228.40
Federal Signals Flush Mount, w/Grommet, Round LED, Red/Blue Dual Color -Mounted In-Line with Rear Back Up Sensors - Mounted in Bottom of Tailgate		2	70.00	140.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	3/4/2021
Estimate #	[redacted]
Estimate By	George Severe
	george@defendersupply.c...
	903-771-0845

Bill To
Williamson County TX PCT. 1 Constable 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Patrick Youngren
Customer Phone	512-244-8658
Customer E-mail	patrick.youngren@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Federal Signals Flush Mount, w/Grommet, Round LED, Red/Blue Dual Color -Mounted In-Line with Rear Back Up Sensors - Red/Blue/Red Blue - Mounted in Rear Taillights # FS-416900X-RB		2	70.00	140.00
Stalker Antenna Dash Mount Bracket for the Front Antenna for the Stalker Radar Units for the 2021+ Chevrolet Tahoe 9C1 & SSV			100.00	100.00
Stalker Counting Unit Dash Mount Bracket for the Stalker Radar Units for the 2021+ Chevrolet Tahoe 9C1 & SSV			100.00	100.00
Streamlight Strion LED HP Flashlight, AC/DC - Mounted to rear of front console.		1	276.15	276.15
Plastic Plus # PP-TAH-2021-L3-1D-11-FB Level 3 Single Drawer Poly Vault with FULL HEIGHT BACK WALL (Fits 2021 Tahoe) Est # 9173		1	2,795.00	2,795.00
Plastic Plus 21" wide x 5" x 36" 3rd drawer option with Southco locking latches Est # 9173		1	550.00	550.00
Plastic Plus Shipping of Above Cargo Box		1	285.00	285.00
No Paint, Tint or Graphics				
Window Tint - For Two Front Windows @ 30% please		1	79.95	79.95
Defender Supply Custom Made Vehicle Wiring Harness, Power Distribution Module & Blue Sea Battery Management System Designed for Heavy Duty Use		1	639.00	639.00
Vehicle Dealer Prep		1	130.00	130.00
Misc. Shop Supplies		1	30.00	30.00
Shipping of Above Emergency Parts for Upfit		1	150.00	150.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

HOLIDAY AUTOGROUP.COM

Date	3/4/2021
Estimate #	[redacted]
Estimate By	George Severe george@defendersupply.c... 903-771-0845

Bill To
Williamson County TX PCT. 1 Constable 1801 E. Old Settlers Blvd., Suite 105 Round Rock, Texas 78664

Customer Contact	Patrick Youngren
Customer Phone	512-244-8658
Customer E-mail	patrick.youngren@wilco.org

2022 Chevrolet Tahoe 9C1	Vehicle Base Color - Black

Description	Location	Qty	Price	Total
Installation of Above Emergency Equipment & Customer Supplied: Panasonic Video System Police Radio Roof Antenna Radio Wiring Harness Cradle Point Wiring Harness Cradle Point Antenna (Mounted in the Front on the Side of Console). Stalker Radar System - Brackets are on work order above Customer to Pick Up Vehicles		50	100.00	5,000.00

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any addtional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total	$52,111.00

Signature _____

Commissioners Court - Regular Session **31.**

Meeting Date: 10/19/2021

Facilities Resource Furniture Purchase for District Attorney's Office

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the contract between Williamson County and Facilities Resource, Inc. for the purchase of furniture at the District Attorney's Office for the total amount of $5,461.20 per the terms of the Omnia National contract number #2019-001896, and authorizing the execution of the contract.

Background

The attached quote has detailed information regarding the type of furnishings to be purchased for a total of $5,461.20. The Co-op contract is through Omnia National #2019-001896 and is valid through 4/30/2024. Department contact is Grace Frias. This expenditure will be charged to 01.100.0440.003005.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 11:31 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:23 AM
Form Started By: Erica Smith		Started On: 10/11/2021 08:51 AM
Final Approval Date: 10/14/2021		

August 18, 2021

Mr. Grace Frias
Williamson County
3101 SE Inner Loop
Georgetown, TX 78626

Re: 21232 – Williamson County District Attorney's Office
405 Martin Luther King Jr. Street, Georgetown, TX 78626
OMNIA Partner Contracts: Kimball Furniture: 2019.001896

Dear Grace:

PROJECT DESCRIPTION

Facilities Resource, Inc. is pleased to respond to your request for a fee proposal for furniture and services for the Williamson County District Attorney's Office located in Williamson County, Texas.

SCOPE OF WORK

FRI will provide furniture and services options as outlined below.

- **21207F Ron's New Office Furnishings** **$5,461.20**

L-Shaped desk:	$ 784.70
Panels:	$ 771.40
Box/File File	$ 475.14
File/File	$ 418.10
Overhead Storage w/Tackboard and Task Lights	$1,391.04
Set on Surface 36x48 Bookcase:	$1,020.82
RDI	$ 600.00

***Pricing Includes Receipt, Delivery and Installation*

784.7+ Delivery and Installation Services are costed to be completed during regular business hours, two weeks storage is in this proposal, if additional storage is required additional costs with apply.

GRAND TOTAL **$5,461.20**

FRI will require an updated Vector File with the name removed to final specify.

If this proposal is acceptable, please indicate by signing below and returning to me. This fee proposal is valid for 60 days from the date of this letter. We appreciate the opportunity to work with you and anticipate a successful project. If there is any further information we can provide, please contact me.

Agreed:

_____ Date: _____
Williamson County

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

BILL TO:	CUSTOMER PURCHASE ORDER	FINAL LOCATION:
Tom Stanfield Williamson County 710 S. Main Street Georgetown, TX 78626-5703 PH: 512.943.1636 C: 512.818.4180		Tom Stanfield District Attorney's Office Williamson County Ron's Office 405 Martin Luther King Jr. Street Georgetown, TX 78626 PH: 512.943.1636 C: 512.818.4180

SUMMARY INFORMATION
OMNIA Partners Contracts: Kimball Furniture: 2019.001896

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
Rons New Office Furnishings				
1		Rons New Office Furnishings -- ITEM LIST PRICE: $11,703.00		
2	2.00	93P6ETCP F STD 462 NARRATE2019,6 HIGH,END TRIM,PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 462 = CINDER -- ITEM LIST PRICE: $167.00 -- TAG/LOCATION: 6ET	$ 58.45	$ 116.90
3	2.00	93P6WMB NARRATE2019,6 HIGH,WALL MOUNT,CHANNEL -- ITEM LIST PRICE: $161.00 -- TAG/LOCATION: 6WM	$ 56.35	$ 112.70
4	4.00	33P183ITTTA A 10269 NARRATE,18W,3 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10269 = MYKEL STORM -- ITEM LIST PRICE: $75.00 -- TAG/LOCATION: 1838ITTTA	$ 26.25	$ 105.00
5	4.00	33P183ITTTA A 10270 NARRATE,18W,3 HIGH,FABRIC TILE,FIRE RATED,TRIM TRAXX A = GRADE A RAILROADED 10270 = MYKEL TITANIUM -- ITEM LIST PRICE: $75.00	$ 26.25	$ 105.00

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
6	2.00	93P185FN NP2 STD 462 NARRATE2019,18W,5 HIGH,FRAME,NON-POWERED NP2 = 2 NON-PUNCHED STD = STANDARD GROUP 1,NON-METALLIC 462 = CINDER -- ITEM LIST PRICE: $259.00	$ 90.65	$ 181.30
7	2.00	93P181FS NARRATE2019,18W,1 HIGH,FRAME,STACKING -- ITEM LIST PRICE: $109.00	$ 38.15	$ 76.30
8	2.00	33P18TCP F STD 462 NARRATE,18W,TOP CAP,PAINT F = FLAT STD = STANDARD GROUP 1,NON-METALLIC 462 = CINDER -- ITEM LIST PRICE: $34.00	$ 11.90	$ 23.80
9	8.00	93P18PTT STD 462 NARRATE2019,18W,FRAME MOUNTED TRIM TRAXX STD = STANDARD GROUP 1,NON-METALLIC 462 = CINDER -- ITEM LIST PRICE: $18.00	$ 6.30	$ 50.40
10	4.00	KCCB003 CSGDS,LOCK CORE-BLK,BLK HNGD KEY,KEY 003 -- ITEM LIST PRICE: $28.00 -- TAG/LOCATION: KCCB003	$ 12.88	$ 51.52
11	2.00	IBF1 FOOTPRINT,SURFACE,FLAT BRACKET -- ITEM LIST PRICE: $17.00 -- TAG/LOCATION: IBF1	$ 5.95	$ 11.90
12	1.00	53K2442WSSLL E P X MH MH PRIORITY,24DX42W,SURFACE,RECTANGLE,TFL E = EXTENSION P = 1/8" MOLDED VIN X = NO GROMMET MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: $229.00 -- TAG/LOCATION: PRIORITY	$ 105.34	$ 105.34
13	1.00	53K3028EPL MH PRIORITY,30DX28H,END PANEL,LAMINATE MH = MOCHA CHERRY	$ 117.30	$ 117.30

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
		-- ITEM LIST PRICE: $255.00 -- TAG/LOCATION: EP		
14	1.00	53K3072WSSLL P X MH MH PRIORITY,30DX72W,SURFACE,RECTANGLE,TFL P = 1/8" MOLDED VIN X = NO GROMMET MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: $415.00 -- TAG/LOCATION: PRIORITY	$ 190.90	$ 190.90
15	3.00	53K3638BCOL MH PRIORITY,36WX38H,BOOKCASE,SET ON SURFACE,OPEN,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: $739.00 -- TAG/LOCATION: BC 36W	$ 339.94	$ 1,019.82
16	1.00	53K3928MPL MH PRIORITY,39WX28H,MODESTY/BACK PANEL,FULL HEIGHT,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: $259.00	$ 119.14	$ 119.14
17	1.00	53K7219SOHML KS MH MH PRIORITY,72WX19H,OVERHEAD,HINGED DOOR,WALL MOUNT,LAMINATE KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: $1,500.00 -- TAG/LOCATION: OV 72W WM	$ 690.00	$ 690.00
18	1.00	53K7232WPTBN A 10270 PRIORITY,72WX32H,WALL PANEL,TACKBOARD,FABRIC A = GRADE A RAILROADED 10270 = MYKEL TITANIUM -- ITEM LIST PRICE: $713.00 -- TAG/LOCATION: 7232TB	$ 327.98	$ 327.98
19	1.00	53KE2415PUOBFFL 57_462 KS MH MH PRIORITY,24DX15W,UNDERSURF PEDESTAL,OPEN BACK,FF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: $854.00 -- TAG/LOCATION: FF	$ 392.84	$ 392.84

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE
20	1.00	53KE3015PUBBFL 57_462 KS MH MH PRIORITY,30DX15W,UNDERSURFACE PEDESTAL,BBF,LAMINATE 57_462 = GLEAM,CINDER KS = SPECIFY CORE SEPARATELY MH = MOCHA CHERRY MH = MOCHA CHERRY -- ITEM LIST PRICE: $978.00 -- TAG/LOCATION: BBF	$ 449.88	$ 449.88
21	1.00	53KE3018SESLL MH PRIORITY,30DX18W,END SUPPORT PANEL,LEFT,LAMINATE MH = MOCHA CHERRY -- ITEM LIST PRICE: $522.00 -- TAG/LOCATION: ESL	$ 240.12	$ 240.12
22	1.00	99K31TLA PERKS,31W,TASK LIGHT,ADD-ON INTERCONNECT -- ITEM LIST PRICE: $399.00 -- TAG/LOCATION: 99K31TLA	$ 183.54	$ 183.54
23	1.00	99K31TLS PERKS,31W,LED TASK LIGHT,SINGLE/STARTER UNITS -- ITEM LIST PRICE: $412.00 -- TAG/LOCATION: 99K31TLS	$ 189.52	$ 189.52
24	1.00	[No Product Number] RDI -- ITEM LIST PRICE: $600.00	$ 600.00	$ 600.00

Rons New Office Furnishings Subtotal: $ 5,461.20

NOTES:

*Storage of product for up to 2 weeks is included in the proposal cost. Storage commences the date the product is received.

*Additional storage will be calculated on a weekly basis and charged on a change order until the products leave the warehouse. Any outstanding storage change order older than 15 days will cause a hold on product release.

**Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.

Facilities Resource Inc.
11100 Metric Blvd
Suite 450
Austin, TX 78758
PH: 512-371-1232
FX: 512-371-9155

QUOTATION & CONTRACT

DATE	QUOTE #
08/10/21	[redacted]
SALES REP	**PAYMENT TERMS**
General Sales	Per Contract

ITEM #	QTY	PRODUCT	UNIT PRICE	EXT. PRICE

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS FOR YOUR APPROVAL. THESE ITEMS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE SALE WHICH ARE PART OF THIS AGREEMENT. THE MERCHANDISE WILL BE ORDERED UPON RECEIPT OF THIS SIGNED CONTRACT AND DEPOSIT. THIS OFFER WILL EXPIRE 30 DAYS FROM THE QUOTATION DATE. THIS QUOTATION, WHEN ACCEPTED IS A CONTRACT BINDING ON BOTH PARTIES AND IS NOT SUBJECT TO CHANGE OR CANCELLATION EXCEPT BY WRITTEN CONSENT BY BOTH PARTIES.

X Margaret Teinert Digitally signed by Margaret Teinert DN: cn=Margaret Teinert, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US Date: 2021.08.26 10:04:42 -05'00' Date 08/26/21

General Sales

Facilities Resource Inc.

X _____ Date _____

Title

Williamson County

SUBTOTAL	$5,461.20
FREIGHT	$0.00
DELIVERY/SET-UP	$0.00
SALES TAX (0%)	$0.00
TOTAL	**$5,461.20**
DEPOSIT REQUESTED	$0.00
BALANCE	**$5,461.20**

facilities resource inc.

TERMS AND CONDITIONS

1. The Buyer's signature on a Facilities Resource, Inc. proposal or the issuance of a purchase order from the Buyer to Facilities Resource, Inc. constitutes acceptance and a binding purchase agreement for services. On all orders over $1,000.00 a hard copy PO is requested.
2. Changes requested by Buyer subsequent to manufacturer acknowledgement are subject to Facilities Resource, Inc.'s ability to conform and upon factory approval. All such requests shall be delivered to Facilities Resource, Inc. in writing and accepted by Facilities Resource, Inc. in writing. Resulting additional charges shall be paid by the Buyer.
3. The Buyer warrants that the credit application and other financial statement submitted to Facilities Resource, Inc. are true and correct.
4. In the event construction delays or other causes not within Facilities Resource, Inc.'s control force postponement of the delivery and/or installation, the merchandise can be stored at a rate of $24.00 per GMA pallet until installation will take place. The Buyer shall pay any demurrage charges incurred.
5. Client must hold property insurance for replacement value on merchandise stored in Facilities Resource, Inc. warehouse. FRI will not be responsible for damage due to fire, flood or any other uncontrolled circumstance, for client owned property stored in its warehouse and does not hold insurance for such.
6. Claims for damage in transit will be processed by Facilities Resource, Inc. and damaged merchandise shall be repaired or replaced to the reasonable satisfaction of the Buyer.
7. Wherein product deliveries and labor at site are affected by stairs and no other means (elevator or mechanical lift) of moving products is available, an additional fee will be applied.
8. Storage of product for up to (2) weeks is included in the proposal cost. Storage fees commence the date the product is received.
9. Additional Storage will be calculated on a weekly basis and charged on a change order until the product leaves the warehouse. Any storage change order out-standing more than (15) calendar days will cause a hold on the product release.
10. Delivery and installation will be made during Facilities Resource, Inc. regular business hours and according to the service schedule provided to the Buyer. Regular business hours are Monday – Friday, 7:00am – 5:00pm. Buyer will be billed for any additional labor costs resulting from overtime work performed at the Buyer's request. If the space provided is inadequate or requires excessive sorting or storage costs, Buyer shall reimburse Facilities Resource, Inc. for the cost of same. If the space provided is inconveniently located or on a floor different from the installation site, Buyer shall reimburse Facilities Resource, Inc. for the extra costs of transporting merchandise to and from storage. If the merchandise must be moved due to activity of other trades or other reasons, Buyer shall reimburse Facilities Resource, Inc. for the cost of same.
11. Facilities Resource, Inc. shall not be responsible for manufacturer's inability to meet their estimated ship dates. Estimated ship dates are for manufacturers time allowances only and do not include any time allowance for actual shipping and delivery of merchandise.
12. Buyer must keep the job site free and clear of debris before and during the installation. Hoisting or elevator service and adequate facilities for off-loading, staging, moving, and handling of merchandise must be provided by the Buyer and without charge to Facilities Resource, Inc. The Buyer is also responsible for securing all necessary building permits and licenses.
13. After arrival of the merchandise at the site, any loss or damage by weather, trades working at the site, or otherwise, shall be the responsibility of the Buyer.
14. Merchandise will be invoiced upon shipment from the manufacturer. Buyer agrees to pay each invoice within the Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
15. Any controversy or claim arising out of or relating to this Contract or any breach thereof shall be settled in accordance with the Rules of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof.
16. In the event of default under this agreement, the prevailing party shall be allowed to recover attorney fees in accordance with the determination of the court.
17. In no event shall either party be liable for any special indirect, consequential, incidental damages including, without limitation, damages for loss of business profits, business interruptions or loss of information, even if the other Party has been advised of the possibility of such damages.
18. Facilities Resource, Inc. will provide certificate of insurance acceptable to buyer and insurance that it maintains adequate workers compensation, general liability & property coverage at all times. If a waiver is requested as part of the insurance requirements, a $350.00 fee per waiver will be charged.

19. Unless otherwise specified, all furniture is warranted by Facilities Resource, Inc. to be free from defects in materials and workmanship for the period of time each manufacturer provides on its product from date of delivery. Facilities Resource, Inc. will repair, adjust, or take corrective action on any problem free of charge within 30 days of purchase or manufacturers earliest notification. Manufacturer's warranties will apply with any charges for labor at the prevailing rates. It is expressly agreed that this warranty is in place and in lieu of all warranties of fitness and merchantability. All used or rental return merchandise is sold on an "AS IS" basis.
20. It shall be understood and agreed that during the term of this agreement and for a period of 12 (twelve) months, thereafter, the Buyer will not directly nor indirectly recruit and/or hire any employee of Facilities Resource, Inc., unless mutually agreed upon between Officers of the Buyer and Facilities Resource, Inc.
21. All additional costs listed above shall include a 25% administrative fee.
22. Facilities Resource, Inc. will assess a 3.5% convenience fee on all credit card transactions.
23. The above is the entire agreement between the Buyer and Facilities Resource, Inc. It may not be changed without mutual written authorization. These terms apply to the initial order and any subsequent orders.

I have read and understand all of the terms and conditions contained herein.

Agreed:

_____ _____

Signature *Date*

Margaret Teinert Digitally signed by Margaret Teinert
DN: cn=Margaret Teinert, o=Facilities Resource, Inc., ou, email=mteinert@fri-texas.com, c=US
Date: 2021.08.26 10:04:57 -05'00'

_____ 08/26/2021

Signature Date

Commissioners Court - Regular Session **32.**

Meeting Date: 10/19/2021

Sharp Electronics Corp. Copier Lease Agreement for Legal Department

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corp. for a copier at a monthly rate of $136.34, to include 3,000 copies per month plus overages pursuant to the DIR-CPO-4433 contract.

Background

The approval of this agreement will benefit the Commissioner's Court Legal Department with a new copy machine. This agreement is for a 48-months, with a monthly charge is $136.34 plus overages to be charged at $0.0070 each. Agreement includes 3,000 copies per month, delivery, installation, training, parts, labor, toner and staples. Department point of contact is Connie Odom. The line expenditure to be charged is 01.0100.0401.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease Agreement CC Legal Redacted

DIR contract and associated docs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 09:53 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:56 AM
Form Started By: Mary Watson		Started On: 10/08/2021 03:49 PM
Final Approval Date: 10/14/2021		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	10/01/21
Quote No:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County Commissioners Court	Williamson County Commissioners Court
	Commissioners Court, 2nd Fl. (Legal)
710 Main Street, 1st Fl.	710 Main Street
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Connie Odom	Phone:	512.943.1663
		E-Mail:	connie.odom@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature M Leonard 10/01/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-M5071; 50 ppm Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE25N; Stand w/ (1) addt'l 550 Sheet Paper Drawers MX-FN27N; Inner Finisher MX-FX15; Fax Kit Includes: 3,000 copies/mo.; Overages @ $0.0070 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$136.34
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$136.34**

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Sharp Electronics Corporation
DIR-CPO-4433 Appendix C, Pricing Index (per Amendment 5)

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

Managed Print Services, Network Devices, Non-network Devices				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Volume Band M5	Sharp Black & White MFD	105-PPM High speed monochrome digital document system	MX-M1055	74.31%
Volume Band M5	Sharp Black & White MFD	120-PPM High speed monochrome digital document system	MX-M1205	73.84%
Volume Band M1	Sharp Black & White MFD	26 PPM B&W Workgroup Document System	MX-M2651	68.79%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3071	73.29%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3551	74.77%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3571	73.92%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4051	75.25%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4071	76.19%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5051	74.09%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5071	74.51%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6051	72.76%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6071	76.23%
Volume Band M4	Sharp Black & White MFD	75 PPM Monochrome Workgroup Document System	MX-M7570	78.25%
Volume Band M5	Sharp Black & White MFD	90-PPM High speed monochrome digital document system	MX-M905	75.31%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W - Desktop B/W Document System	MX-B376W	68.47%
Volume Band M2	Sharp Black & White MFD	45 PPM B&W - Desktop B/W Document System	MX-B476W	69.30%
Volume Band C1	Sharp Color MFD	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	MX-2651	69.80%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3071	74.86%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3551	74.16%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3571	74.65%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4051	76.80%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4071	77.03%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5051	74.98%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5071	78.23%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6051	73.56%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6071	74.44%
Volume Band C3	Sharp Color MFD	75/70 PPM B&W / Color - High Speed Color Document System	MX-7081	73.41%
Volume Band C3	Sharp Color MFD	70 PPM B&W / Color - High Speed Color Document System	MX-7090N	68.16%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8081	73.82%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8090N	69.58%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B351PL	49.33%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B352P	53.75%
Volume Band M3	Sharp Black & White MFD	55 PPM Desktop Monochrome Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-B557F	71.00%
Non- MFD	Sharp Black & White Printer	55 PPM Desktop Monochrome Printer	MX-B557P	70.08%
Non- MFD	Sharp Black & White Printer	70 PPM Desktop Monochrome Printer	MX-B707P	70.92%
Volume Band C2	Sharp Color MFD	35 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C357F	69.68%
Volume Band C2	Sharp Color MFD	40 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	40 PPM Desktop Color Printer	MX-C407P	69.04%
Volume Band C2	Sharp Color MFD	50 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C507F	70.87%
Non- MFD	Sharp Color Printer	50 PPM Desktop Color Printer	MX-C507P	70.03%
Non- MFD	Sharp Color Printer	60 PPM Desktop Color Printer	MX-C607P	70.80%
Volume Band M2	Sharp Black & White MFD	42 PPM Monochrome Multi-Function Ducument	MX-B427W	66.91%
Non- MFD	Sharp Black & White Printer	42 PPM Monochrome Printer	MX-B427PW	65.80%
Volume Band M2	Sharp Black & White MFD	46 PPM Monochrome Multi-Function Document	MX-B467F	68.43%
Non- MFD	Sharp Black & White Printer	46 PPM Monochrome Printer	MX-B467P	67.39%
Accessories				
CATEGORY		**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER/SKU**	**Discount % off MSRP**
Power Filter		15 AMP Power Filter	AR-D5133NT	26.55%
Power Filter		20 AMP Power Filter	AR-D5143NT	30.80%
Other		Stamp Unit	AR-SU1	55.33%
Stand		Deluxe Copier Cabinet	MX-25ABD	54.24%
Stand		Deluxe Copier Cabinet	MX-60ABD	49.58%
Connectivity		Sharp OSA Application Communication Module	MX-AMX2L	47.52%
Connectivity		Sharp OSA External Accounting Module	MX-AMX3L	48.39%
Other		Plockmatic Booklet Maker	MX-BM50	53.15%
Other		Business Card Feeder	MX-BTX1	58.73%
Other		Paper Cart	MX-CA10	60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
Other		Plockmatic Cover Feeder	MX-CF50	52.22%
Paper Drawer		500 Sheet Paper Feed Unit	MX-CS11	63.79%
Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33%
Paper Drawer		1 x 550 Sheet Paper Feed Desk Unit	MX-DE25N	66.69%
Paper Drawer		2 x 550 Sheet Paper Feed Desk Unit	MX-DE26N	69.34%
Paper Drawer		3 x 550 Sheet Paper Feed Desk Unit	MX-DE27N	67.44%

Paper Drawer	550+2100 Sheet Tandem Paper Drawer	MX-DE28N	64.62%
Paper Drawer	1 x 550-sheet Paper Drawer	MX-DE29N	66.69%
Stand	Base Plate	MX-DS13	54.09%
Stand	Stackable Cabinet	MX-DS14	51.79%
Stand	Stand High	MX-DS22N	53.95%
Stand	Stand Low	MX-DS23N	54.09%
Power Filter	208-240V/20A Next Gen PCS Power Filter	MX-E524ZNT	40.81%
Connectivity	Compact PDF Kit	MX-EB11	50.21%
Connectivity	Mirroring Kit	MX-EB15	60.41%
Connectivity	Wireless LAN Adaptor	MX-EB18	49.63%
Connectivity	Compact PDF Compression Kit	MX-EB19L	50.21%
Connectivity	OCR Expansion Kit	MX-EB20L	55.00%
Other	Multi-folding Unit	MX-FD10	59.85%
Other	Plockmatic Square Folder	MX-FD50	53.00%
Finisher	Inner Finisher	MX-FN12	61.20%
Finisher	50 Sheet Staple Finisher	MX-FN19	53.79%
Finisher	50 Sheet Staple/15 Sheet Saddle Stitch Finisher	MX-FN20	54.86%
Finisher	100-sheet Staple Finisher	MX-FN21	59.81%
Finisher	100-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN22	60.08%
Finisher	50-sheet Staple Finisher	MX-FN24	59.64%
Finisher	50-sheet Staple/15-sheet Saddle Stitch Finisher	MX-FN25	60.03%
Finisher	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	MX-FN27N	70.82%
Finisher	1K Stacking Finisher	MX-FN28	58.69%
Finisher	1K Saddle Finisher	MX-FN29	58.02%
Finisher	3K Stacking Finisher	MX-FN30	56.30%
Finisher	3K Saddle Finisher	MX-FN31	57.12%
Finisher	Inner Finisher (30 sheet staple 300 sheet stack)	MX-FN32	61.20%
Finisher	Inner Finisher	MX-FN33	71.78%
Finisher	3K Stacking 65-sheet Staple Finisher	MX-FN34	56.30%
Finisher	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN35	57.12%
Security	Data Security Kit	MX-FR53U	48.01%
Security	Data Security Kit	MX-FR54U	48.01%
Security	Data Security Kit	MX-FR55U	48.02%
Security	Data Security Kit	MX-FR58U	48.02%
Security	Data Security Kit	MX-FR60U	42.34%
Security	Data Security Kit	MX-FR61U	42.17%
Security	Data Security Kit	MX-FR62U	42.17%
Security	Data Security Kit	MX-FR63U	42.17%
Security	Data Security Kit	MX-FR64U	42.34%
Fax	Internet Fax Kit	MX-FWX1L	62.91%
Fax	Facsimile Expansion Kit	MX-FX15	76.86%
Other	3-Hole Die Set	MX-GBC03	51.84%
Other	11-Hole VeloBind Set	MX-GBC11	52.17%
Other	19-Hole CombBind Die Set	MX-GBC19	52.17%
Other	21-Hole WireBind Die Set	MX-GBC21	52.17%
Other	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	44-Hole Color Coil Die Set	MX-GBC44	52.17%
Other	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC51	52.80%
Other	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC52	52.77%
Other	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC53	52.26%
Other	GBC SmartPunch ProTM	MX-GBCX2	50.79%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette	MX-LC12	57.20%
Large Capacity Paper Drawer	5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-LC13N	60.40%
Large Capacity Paper Drawer	3,000 Sheet Large Capacity Tray	MX-LC17N	65.80%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette (Letter)	MX-LC18	65.80%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-LC19	56.98%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-LCX3N	56.98%
Other	Long Paper Tray (For use with Banner Paper)	MX-LT10	60.30%
Other	100 Sheet Multi- Bypass Tray	MX-MF10	82.11%
Other	500 Sheet Multi- Bypass Tray	MX-MF11	58.61%
Other	100 Sheet Multi- Bypass Tray	MX-MFX1	82.11%
Other	Plockmatic Interface Kit	MX-PCB50	53.35%
Other	Fiery Print Server	MX-PE11	56.09%
Other	Fiery Print Server	MX-PE12	56.14%
Other	External Fiery Color Print Server	MX-PE13	64.49%
Other	Embedded Fiery Color Print Server	MX-PE14	63.28%
Other	EFI Auto Trapping	MX-PEAT12	51.52%
Other	Fiery Central	MX-PECE1	53.18%
Other	Fiery Central 1-year Software Maintenance and Support Agreement	MX-PECEM	53.46%
Other	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement	MX-PECPM	53.49%
Other	Fiery Color Profiler Suite	MX-PECPS1	52.73%
Other	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-PECPSP	52.94%
Other	Fiery Compose Software	MX-PEFC	51.76%
Other	Fiery Impose Software	MX-PEFIS	52.75%
Other	Fiery Graphic Arts Package, Premium Edition Software	MX-PEGAP	53.22%
Other	EFI Removable HDD Kit	MX-PEHD11	52.51%
Other	Fiery Removable Hard Disk Drive	MX-PEHD13	52.08%
Other	EFI Hot Folders	MX-PEHF12	51.52%
Other	Fiery Impose + Fiery Compose Software Bundle	MX-PEIC	52.88%
Other	Image Viewer (B/W)	MX-PEIVB	52.75%
Other	Fiery JobFlow Software	MX-PEJF1	53.16%
Other	Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-PEJFM	53.46%
Other	Fiery JobMaster + Fiery Impose Software Bundle	MX-PEJI1	53.18%
Other	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement	MX-PEJIM	53.46%
Other	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	MX-PEJM1	53.06%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA)	MX-PEJMM	53.50%
Other	Centralized Workstation wiith 22" monitor, wireless keyboard and mouse	MX-PENXGL	52.90%
Other	Premium Centralized Workstation wiith 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	MX-PENXLS	53.07%
Other	EFI Productivity Package Software	MX-PEPP12	53.11%
Other	EFI Spot On	MX-PESO12	51.52%
Other	EFI ES-2000 Spectrophotometer	MX-PESP	52.08%
Other	Bar Code Font Kit	MX-PF10	57.92%
Connectivity	Post Script Expansion Kit	MX-PK13L	78.24%
Hole Punch	Punch Unit	MX-PN12B	55.04%
Hole Punch	3-Hole Punch Unit	MX-PN13B	56.83%
Hole Punch	3-Hole Punch Unit	MX-PN14B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN15B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN16B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PNX4B	56.40%
Connectivity	Direct Print Expansion Kit	MX-PU10L	55.63%
Connectivity	XPS Expansion Kit	MX-PUX1L	54.99%
Other	Fiery Interface board	MX-PX11	58.49%
Other	Fiery Interface board	MX-PX12	59.21%
Other	Fiery Interface Kit	MX-PX13	58.49%
Other	Paper pass unit for machine	MX-RB12N	52.54%
Other	Relay Unit	MX-RB13	60.21%
Other	Relay Unit	MX-RB14	60.21%
Other	Curl Correction Unit	MX-RB15	60.21%
Other	LCT Mounting Kit	MX-RB16	61.15%
Other	LCT Tandem Connecting Kit	MX-RB17	60.65%
Other	Curl Correction Unit	MX-RB18	60.21%
Other	Paper Pass Unit	MX-RB24	52.05%
Other	Paper Pass Unit	MX-RB25N	52.05%
Other	Paper Pass Unit	MX-RB26	52.05%
Other	Curl Correction Unit	MX-RB27	60.21%
Other	Status Indicator	MX-SL10N	60.74%
Other	5000-sheet High Capacity Stacker	MX-ST10	61.05%
Other	Trimmer Unit	MX-TM10	59.72%
Other	Plockmatic Trimmer	MX-TM50	53.00%
Tray	Right Side Exit Tray	MX-TR14	61.34%
Tray	Exit Tray Unit (right side)	MX-TR19N	50.99%
Tray	Job Separator	MX-TR20	51.27%
Tray	Right Side Exit Tray	MX-TR21	50.99%
Tray	Center Exit Tray	MX-TU14	60.30%
Tray	Center Exit Tray	MX-TU15	47.89%
Tray	Center Exit Tray Unit	MX-TU16	47.89%
Other	Utility Table	MX-UT10	50.99%
Other	Anti Tip Kit	MX-XB19	53.35%
Other	Plockmatic Rail Unit	MX-XB50	53.35%
Paper Drawer	550 sheet paper feeder	DX-CS11	53.80%
Paper Drawer	550-Sheet Tray (C607P)	MX-CS16	72.30%
Paper Drawer	550-Sheet Tray C407F, C507F, C507P	MX-CS17	72.30%
Paper Drawer	550-Sheet Tray (C357F, C407P)	MX-CS18	72.35%
Paper Drawer	2,200-Sheet Tray (C607P)	MX-CS19	72.13%
Paper Drawer	650-Sheet Duo Tray (C357F, C407P)	MX-CS20	72.35%
Paper Drawer	250-Sheet Tray (B557P, B707P)	MX-CS21	72.50%
Paper Drawer	550-Sheet Tray (B557F)	MX-CS22	72.13%
Paper Drawer	550-Sheet Tray (B557P, B707P)	MX-CS23	72.47%
Paper Drawer	2,100-Sheet Tray (B557F)	MX-CS24	72.21%
Paper Drawer	2,100-Sheet Tray (B557P, B707P)	MX-CS25	72.19%
Finisher	Inline Staple Finisher (C607P)	MX-FN37	72.41%
Finisher	Staple Finisher (B557F, B557P, B707P)	MX-FN38	72.61%
Finisher	Staple, Hole Punch Finisher (B557F, B557P, B707P)	MX-FN39	72.05%
Other	4-Bin Mailbox (B557F, B557P, B707P)	MX-MS10	72.61%
Other	Output Expander (B557P, B707P)	MX-TR22	72.47%
Other	High Capacity Output Expander (B557P, B707P)	MX-TR23	72.40%
Other	Fiery Automation 5 Year Subscription	MX-PEAM5Y	53.47%
Paper Drawer	550-Sheet Tray (B427W, B427PW)	MX-CS26	72.16%
Paper Drawer	250-Sheet Tray (B467F, B467P)	MX-CS27	73.05%
Paper Drawer	550-Sheet Tray (B467F, B467P)	MX-CS28	72.92%

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCELLANEOUS / OTHER

SUBCATEGORY	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Black & White	$0.0091
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Color	$0.0546
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-3051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Black & White	$0.0089

Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-4071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-6071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M2651 Cost per Copy Charge-Black & White	$0.0080
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M3551 Cost per Copy Charge-Black &	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3571 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5051 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5071 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6051 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6071 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M7570 Cost per Copy Charge-Black & White	$0.0058
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M905 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1055 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1205 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B376W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B476W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B351PL Cost per Copy Charge-Black & White	$0.0246
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B352P Cost per Copy Charge-Black & White	$0.0161
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557F Cost per Copy Charge-Black & White	$0.0107

Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557P Cost per Copy Charge- - Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-B707P Cost per Copy Charge- Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-C507P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Black & White	$0.0161
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427W Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427PW Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467F Cost per Copy Charge - Black & White	$0.0127
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467P Cost per Copy Charge - Black & White	$0.0127
Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price				
MANAGED PRINT SERVICES	**SUBCATEGORY**	**PRODUCT PART NUMBER/SKU**	**PRODUCT DESCRIPTION**	**Discount % off MSRP**
Managed Print Services and Network Devices, Non-Network Devices and Related Services	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%
Enterprise Content Management Products, Software, Services, and Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Software	Kayleigh Job Accounting (per MFP)	Track Print activities, set usuage limits, cost recovery	MX-SW310	49.78%
Software	Kayleigh Pull Print Option (per MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	Kayleigh Client Billing Option (per MFP)	cost recovery; track activities & cost; optimize printing resources for organization	MX-SW312	56.43%
Software	Single Embedded License - Includes Remote Installation, Training + 1yr Support	Single Embedded License - Includes Remote Installation, Training + 1yr Support	PCMF-SINGLEMFP	35.48%
Software	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	PCMF-SINGLEMFP-ADD-ON	35.48%
Software	2 Years of Additional Software Support Per MFP	2 Years of Additional Software Support Per MFP	PCMF-2YR-Support	35.57%
Software	Proximity Card Reader	Proximity Card Reader	PCMF-CRDRDR	35.53%
Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Price**
Related Services	Equipment Relocation	Relocation Fees	RELOCATION FEE	$350.00 + $1 per mile or actual freight charges
Related Services	Additional Training Session Fee	Additional Hourly End-User Training	TRAINING FEE	$125.00 per hour
Related Services	Network Services per hour	Network Services	n/a	$201.50 per hour
Related Services	Additonal Advanced / IT Training Cost by hours	Additonal Advanced / IT Training Cost by hours	n/a	$125.94 per hour
Related Services	Professional Services per hour	Professional Services	n/a	$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per hour	Additional End-User taining on Device and/or software	n/a	$125.94 per hour
Related Services	After hours technical phone support per hour	After hours technical phone support	n/a	$125.94 per hour

Sharp Electronics Corporation
DIR-CPO-4433 Appendix D Service Level Agreement

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4433 (Contract) and this Service Level Agreement (SLA or Agreement) with Sharp Electronics Corporation (Sharp) describes the support services provided by Sharp to eligible DIR Customers. In the event of a conflict between DIR Contract Number DIR-CPO-4433 and this Agreement, the DIR Contract will govern.

I. Equipment Performance

Equipment Downtime shall be computed from the time Sharp is notified of Equipment failure until the time in which the Equipment is fully operational.

Equipment Downtime due to lack of consumable Supplies *is not acceptable*.

Sharp will guarantee that the fleet of Devices for each DIR Customer will be operational at least 96% of the time, during Normal Business Hours.

Sharp will provide daily communication to the DIR Customer regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on backorder.

II. Preventative Maintenance

Sharp will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

III. Repair Parts

Sharp will guarantee the availability of repair parts for a minimum of five (5) years after the DIR Customer's Acceptance of any Device.

All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting contract, will conform to Manufacturer specifications.

Sharp will be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

Repair parts will be new. The replaced part is the property of the Customer and Sharp shall, first, offer the replaced part to the Customer.

IV. Service Zones

Sharp will adhere to the following Service Call Response Times based on the distance Sharp's authorized service provider's Base Location is from the DIR Customer:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Sharp arriving at the DIR Customer's location, with the following exception:

Sharp may charge different rates according to each Service Zone, in accordance with Appendix C Pricing Index.

V. Service Logs

Sharp will maintain a Service Log which describes the maintenance and repair Services provided for each Device.

A no-cost copy of Service logs/reports will be provided to the DIR Customer, within three (3) Business Days of a request by the Customer.

VI. Meter Read Invoicing

In order for Sharp to generate accurate invoices, DIR Customer shall provide meter reads within the Awarded Vendor(s) agreed timeframe.

Proper meter read information is required by the 20th of the following month for accurate service invoicing.

The Customer shall provide written notice of any such alleged invoicing issue and Sharp will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the DIR Customer will not be assessed any late fees for failure to submit payment by the invoice due date.

VII. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment. Sharp may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Sharp may charge DIR Customers a mutually agreed upon price for special rigging in the event a DIR Customer's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Awarded Vendor and DIR Customer prior to any Equipment relocation in Zone 1.

Sharp may charge for any fees incurred due to tolls.

Moves must be performed within thirty (30) calendar days of the DIR Customer's request. Request may be verbal or written, but Sharp must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the DIR Customer within three (3) Business Days of request. In the event that there will be a delay in these Services, Sharp shall communicate with the DIR Customer and agree on a mutually beneficial timeframe.

VIII. Reporting

Sharp will provide periodic reporting to all DIR Customers upon request. The reports shall be provided on a quarterly basis, or at the discretion of the DIR Customer.

The report shall include the following:

- Up-time percentage (%) per fleet of Devices;
- Number of Service Calls placed;
- Response Time per Device;
- Dates that Preventative Maintenance was performed, if applicable;
- Hours of end-user training performed; and
- Estimated end of Useful Life per Device, based on current usage.

The report may include, but not be limited to, the following:

- Location of Devices;
- Click usage per Device; and
- EPEAT certification level of each Device

IX. Escalation Procedure

A multi-tiered approach to account management enables Sharp to provide an excellent problem resolution process and response time. Customer support starts at the Government Account Executive level. Jack Coons is ultimately responsible for all problem resolution. As the "quarterback" for the account, Jack will work closely with management and the Sharp Customer Support Team to ensure that issues are resolved quickly and efficiently.

The problem resolution process for service and maintenance, including escalation is described below.

Service Call required:

- Local key operator should call the local servicing Sharp location, (this will be provided on the label on the front of the copier).
- Local key operator will provide the service dispatcher the Sharp model number and equipment Serial Number.
- The Service Dispatcher will confirm the address and location of the equipment.
- The Service Dispatcher will ask for the name of the caller and the phone number.
- The Service Dispatcher will ask for details, if possible, regarding the problem. At the same time, the Dispatcher will try to solve any operational problems by phone.

If the problem cannot be solved, then a service call will be made. Local key operator will get a Service ID number. The technician will then call the end user and notify that the call has been received and will provide the estimated time of arrival. The technician will also discuss the problem with the end user and obtain information as to the condition of the equipment (i.e., is the equipment operable or is it totally down?). In many cases, the technician can walk the end user through the problem, such as a jam, and get the equipment up and running quickly. The technician will then, upon arrival, make the necessary adjustments to the equipment.

Once the necessary repairs have been completed, the technician will report back to the end user or Local Key Operator that made call with the status of the copier.

X. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Sharp, then Sharp will provide the DIR Customer with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable

XI. End-User Training

An initial, no charge, on-site, one-hour training session for each Device, will be offered by Sharp for all non-desktop Products placed at each DIR Customer's location. For drop-shipped or desktop Products, Sharp will offer an initial, one-hour, no charge, web-based, or on-line training session.

If DIR Customer elects to exercise the training option, then Sharp will provide the training within ten (10) Business Days of DIR Customer's request.

Sharp may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to order placement.

Sharp will provide on-site or off-site operational training to designated DIR Customer personnel until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to Order placement.

Sharp will provide product literature, user-manuals, and access to on-line resources, at no charge to DIR Customer.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. <u>Rent Payments</u>.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Amendment Number 1
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number 1 to Contract Number DIR-CPO-4433 ("Contract") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C – Pricing Index (per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on file

Name: Mike Marusic

Title: President and CEO

Date: September 23, 2019

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

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: September 25, 2019

Office of General Counsel: Initials on file September 24, 2019

Amendment Number 2
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **2** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 1),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 2)**, as attached.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 8/11/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/12/2020

Office of General Counsel: Mark Howard 8/11/2020

Amendment Number 3
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **3** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 2),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 3)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 11/5/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2020

Office of General Counsel: MH 11/18/2020

Amendment Number 4
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **4** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 1/25/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/28/2021

Office of General Counsel: M. H 1/28/2021

Amendment Number 5
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **5** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 4),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 5)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 5, then Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 3/25/2021

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

Authorized By: Signature on File

Name Hershel Becker

Title: Chief Procurement Officer

Date: 3/29/2021

Office of General Counsel: M. H. 3/26/2021

Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

Table of Contents

1. INTRODUCTION 1

1.1. Purpose 1

1.2. Background 1
1.2.1 Information Technology Acquisition 1
1.2.2 Texas Government Code, Section 2157.068 2
1.2.3 Cost Avoidance Performance Measures 3
1.2.4 Cost Recovery 3
1.2.5 Historical Sales 3
1.2.6 Current Contracts 3
1.2.7 E-Rate ..... **Error! Bookmark not defined.**
1.2.8 Exclusions 4

2. VENDOR INFORMATION SYSTEM (VIS) PORTAL - BIDSTAMP 5

2.1. Solicitation Response Requirement 5

2.2. VIS Account Request Process 5

3. SCOPE 5

3.1. Products 5
3.1.1 Pricing 16

3.2. Related Services 19

3.3. Emerging Technologies 19

3.4. Threshold and SOW Requirements 19

3.5. Electronic and Information Resources (EIR) Accessibility 20

3.6. Form of Contract 20
3.6.1 Sample Contract and Terms Negotiation 20
3.6.2 Proposed Changes and Exceptions 21

4. GENERAL INFORMATION 21

4.1. Point of Contact 21

4.2. Contact with DIR Staff 22

4.3. Anticipated Schedule 22
4.3.1 RFO Schedule 22
4.3.2 Vendor Conference 22

4.3.3 Written Questions and Official Answers 23

4.4. Historically Underutilized Businesses 23
4.4.1 HUB Subcontracting Plan 24
4.4.2 HUB Continuing Performance 24
4.4.3 HUB Resources Available 24

4.5. Vendor Qualifications 25
4.5.1 Authorized Vendors 25
4.5.2 Federal Requirements 25
4.5.3 Vendor Performance and Debarment 26
4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures 26

4.6. Response Deadline and Submission Requirements 26
4.6.1 Official Timepiece 26

4.7. Response Format and Contents 26
4.7.1 Mandatory Response Contents 27
4.7.2 References 28
4.7.3 Accessibility of Electronic Response Documents 28

4.8. Rejection of Responses 28

4.9. Right to Amend or Withdraw RFO 28

4.10. Ownership of Responses 29

4.11. Public Information 29

5. EVALUATION, NEGOTIATIONS, AND AWARD 29

5.1. Evaluation of Responses 29

5.2. Evaluation Criteria 29
5.2.1 Pass/Fail Criteria 29
5.2.2 Weighted Evaluation Criteria 30

5.3. Oral Presentations, Best and Final Offer 30

5.4. Negotiations 30

5.5. Award of Contract 30

5.6. Vendor Protest Procedures 31

Exhibit A – Vendor Information Form

Exhibit B – Vendor History and Experience

Exhibit C – Contract Marketing and Support Plan

Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan

1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

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 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards 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 Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products 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 best 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; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; 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 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product 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/Device 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.

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 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 (FY) 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.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	**$1,969,587,916.75**	**$1,893,601,003.97**	**$1,807,846,260.33**

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately $7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	$121,968.06	$346,801.81	$609,869.07
Higher Ed	$4,919,693.19	$9,794,501.36	$9,302,583.49
K-12	$20,589,834.65	$31,613,469.11	$29,841,450.84
Local Government	$6,325,757.18	$12,076,426.32	$15,501,442.22
Out of State	$609,430.60	$4,114,099.87	$4,345,551.03
State Agency	$6,026,025.34	$5,659,844.47	$10,555,206.85
Total:	**$38,592,709.02**	**$63,605,142.94**	**$70,156,103.50**

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	$9,520,797.09	$6,103,336.06	$10,433,536.03

Enterprise Content Management (ECM) Products**,** Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

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

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via DIR's Applications Portal, and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:
DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other** pricing.

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
  Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.

- Change Management
  A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.

- Implementation and Project Management
  Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.

- Support Services for Output Devices Owned or Leased by Customer
  Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.

- Procurement and Support Services for Output Devices provided by Vendor
  Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.

- Maintenance
  Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services
  Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202 (Link: Texas Administrative Code). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services
  Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services
  Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract**.

- Asset Tracking
  Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes/Returns
  Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

  Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at https://comptroller.texas.gov/about/holidays.php (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

  Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refresher/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

  Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

  For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

  Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- End of Engagement/Transition Plan
  Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.

- Additional Services/Emerging Technologies
  Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.

- Pooling and Overages
  Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology		Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)		Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)			Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)			Selective laser melting (SLM)
	Digital Light Processing (DLP)			Selective heat sintering (SHS)
Type	**Technology**		**Type**	**Technology**
Wire	Electron Beam Freeform Fabrication (EBF3)			Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)			

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer's prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor's facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§ 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA). In addition, Vendors must also support Customer's processes for managing records' lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – Gov't Code 441.180-205 and rules 13 TAC 6
- Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)		Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)		Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC §202.26 or §202.76, as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver "best in class" Customer Service. Vendor's Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/ imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
    - document conversion;
    - records management and storage;
    - information governance;
    - transactional content management;
    - social content management;
    - online channel optimization; and
    - infrastructure content management.
    - Software as a Service for video, mobility, social, and cloud platforms.
    - Digital Asset Management
    - Archiving
    - Imaging
    - Business Process Management
    - Records Management
    - Document Management
    - Web Content Management

3.1.1 Pricing

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 related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2** - **BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.

    - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest".** Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
    - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
    - Document Imaging (**DIS**)
    - Enterprise Content Management (**ECM**)

  NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter **"MPS"**, **"DIS"** or **"ECM"** in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
    - BRAND
    - Product Number/SKU
    - MSRP
    - Discount % off MSRP
    - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
  - Managed Print Services, Network Devices, Non-Network Devices
    - Service Level Agreement "SLA Project/SOW"
    - Related Services
    - Accessories
    - Miscellaneous/Other

- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
  - Document Imaging
    - Miscellaneous/Other

- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
  - Enterprise Content Management
    - Related Services
    - Miscellaneous/Other

  Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. 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.

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

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel©) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

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

3.3. Emerging Technologies

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 DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
$50,000.01 to $1,000,000,00	Three (or all DIR Vendors in a category with less than three vendors)
$1,000,000.01 to $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on DIR's website.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: 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 the **sample** *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, http://www.txsmartbuy.com/sp

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (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 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.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations 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 *Standard Terms and Conditions for Products and Related 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.

4. General Information

4.1. Point of Contact

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

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

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 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.

4.3. Anticipated Schedule

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 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 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/2982423486435590147

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

DIR will provide conference and webinar attendees with an 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://www.txsmartbuy.com/sp. 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 during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. 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.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), http://www.txsmartbuy.com/sp. 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.

4.4. 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 2161.252(b), 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.

4.4.1 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 available in the BidStamp VIS. 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 uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 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.

4.4.3 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.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. 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.

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

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

1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher 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. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

2) Vendor 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. Vendor may also sell directly to Customers. 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. Signed letters of authorization must be submitted on Manufacturer/Publisher letterhead with original signature with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

4.5.2 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.

4.5.3 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://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

4.5.4 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 12 of Exhibit 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 DIR within the past five (5) years;
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 DIR. Disclosure of former state employees may be limited to the last five (5) years; and
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.

4.6. 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 solicitation response due date listed in section 4.3.1. No late responses will be reviewed**. No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 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 electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor.

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

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

1) **Vendor Information – Exhibit 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. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.

2) **Vendor History and Experience - Exhibit B of this RFO**
   Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.

4) **HUB Subcontracting Plan Forms – Exhibit D 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. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 4.4 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 signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) **Product Pricing**
   Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) **Signed letter(s) from the Manufacturer / Publisher,** on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer's / Publisher's products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. 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. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. 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 may 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.

4.9. 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-419 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. 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 RFO 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.

4.10. 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.

4.11. 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.

5. Evaluation, Negotiations, and Award

5.1. 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.

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
    a. A letter grade score of D or F in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
    c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

5.2.2 Weighted Evaluation Criteria

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

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).

5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and 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.

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 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.

5.5. 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 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, 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.

5.6. 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

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit 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) Company Name: _____

2) Comptroller of Public Accounts 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) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:

Fax:
Email:

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

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

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. 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).

11) List below by subsection all exceptions to the *Contract for Product and Services* and *Standard Terms and Conditions for Product and Services Contracts* **in redline form**. You must include the basis of your exceptions 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. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
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.

13) 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.**

14) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

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 Respondent's own program

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

16) 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
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Vendor Information – Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
Manufacturer Letters, Section 4.5.1	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign and upload)	
Pricing Form (BidStamp VIS Portal)	
Accessibility Documentation (PDAA), Section 3.5 RFO Requirement	
Service Agreement(s) *(if applicable)*	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-TSO-TMP-419; 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) To the extent applicable to this scope of this Solicitation, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services offered in the response to this solicitation number DIR-TSO-TMP-419;
iv) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
v) 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;
vi) 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;
vii) 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;
(viii) 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;
(ix) 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;
(x) 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);
(xi) 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;
(xii) 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; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

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

(xvi) 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;

(xvii) 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;

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

(xix) 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

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

(xxi) Respondent certifies that there have been ☐ **yes** / ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response; and

(xxii) Vendor represent and warrant as required by Texas Government Code section 2270.002, by executing this Contract, that Vendor does not, and will not during the term of this Contract, boycott Israel. Vendor further certifies that no subcontractor of the Vendor boycotts Israel, or will boycott Israel during the term of this Contract. Vendor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

*** Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the:

Texas Department of Information Resources
Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit B
Vendor History and Experience

1) Provide a **detailed** history of your company.

2) Provide the number of years your company has sold the products/services proposed in your response to this RFO.

3) Provide the number of years your company has sold the products/services proposed in your response to this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services proposed in your response to 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.

5) 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 the same products/services requested in this RFO.

_____Yes _____No

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

6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the 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.

7) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit C
Contract Marketing and Support Plan

Vendor must provide a 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 the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.

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

3) Provide the projected total sales of the 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.

4) Do you have other existing DIR Contracts? If yes, list those existing DIR contracts, and explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) 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. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Texas Department of Information Resources

DIR-TSO-TMP-419 Bid Package 1
Exhibit D

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

Rev. 2/17

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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB 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 (i.e., employees, supplies, materials and/or equipment), 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

<u>Continuous Contract</u>:** ***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, to include 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.

Rev. 2/17

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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years.	**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 https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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 #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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 do not have a continuous contract* in place for more than five (5) years.	**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 #: DIR-TSO-TMP-419

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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 the attachment.

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

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 the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its 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*, 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 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

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

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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. 2/17

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, §20.285 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 §20.282(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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

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 _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, 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, §20.282(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
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimilie Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
BID PACKAGE 2 - PRICING INDEX

Instructions

CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED BELOW.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
!! IMPORTANT!! For this category only enter "MPS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then add it as a row on the BIDStamp VIS Price Form. Add rows for the lowest-priced product and the highest-price product (if you offer both) in multiple rows for the M1 Volume Band in the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: A product number/SKU must be entered
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 3 - ENTIRE PRODUCT OFFERING - MPS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
TAB 3 - ENTIRE PRODUCT OFFERING - MPS - is not entered in the BidStamp VIS; it is entered in the tab titled "3 - Entire Product Offering - MPS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.

3) **For all Tabs above - Price to DIR Customer shall include all Shipping and Handling or Transport fees.**

4) **For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.**

5) **IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP**

DOCUMENT IMAGING SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
IMPORTANT!! For this category only enter "DIS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a Microfilm (Digital Archive Writer), then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a Microfilm (Digital Archive Writer), then add it as a row on the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: For DIS PRODUCT PART NUMBER/SKU: if Vendor do not have an assigned Product Part Number/SKU, enter "Services". If providing Service/Solution vendor is listed as Manufacture.
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 4 - ENTIRE PRODUCT OFFERING-DIS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
Vendor will provide a MSRP price list of Services/Solutions being proposed
Discount range (e.g., 0% - 99%) is not allowed.

	TAB 4 - ENTIRE PRODUCT OFFERING - DIS - is not entered in the BidStamp VIS; it is entered in the tab titled "4 - Entire Product Offering - DIS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.
3)	For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP

ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES

1)	TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing. DIR has provided Examples, followed by rows below the Examples,which list specific Product Categories for your pricing. IMPORTANT!! For this category only enter "ECM" in the BRAND Column !! IMPORTANT !! PRODUCT PART NUMBER/SKU: A Product Part Number/SKU must be entered Discount range (e.g., 0% - 99%) is not allowed.
2)	TAB 5 - ENTIRE PRODUCT OFFERING - ECM - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Vendor will provide an MSRP and Discount for EACH item that they wish to offer on their contract. If a product is not listed it may NOT be offered on their contract. Discount range (e.g., 0% - 99%) is not allowed. Product/Services detail list Pricing information is not entered in the BidStamp VIS. TAB 5 - ENTIRE PRODUCT OFFERING - ECM - is not entered in the BidStamp VIS; it is entered in the tab titled "5 - Entire Product Offering - ECM" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment. The Entire Product Offering is not entered in the BidStamp VIS; it is entered in "5 - Entire Product Offering - ECM" tab and submitted in BidStamp VIS as an EXCEL spreadsheet in the tab 5 format.
3)	For all Tabs above - Price to DIR Customer shall include all Shipping, Handling and Transport fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP
	TAB 6 - VOLUME DISCOUNT SHEET- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the service must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount. For example: ABC Service, 1-5 Units - 10.00% - (two decimals) ABC Service, 6-10 Units - 20.00% - (two decimals) ABC Service, 10+ Units - 30.00% - (two decimals) All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the tab 6 EXCEL spreadsheet format as an Attachment.

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT make any changes to the format of the grids. Insert additional rows as needed.

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)

CATEGORY	BRAND	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	MANUFACTURER "Y" IF APPLICABLE	RESELLER "Y" IF APPLICABLE	MSRP	Discount % off MSRP	UNIT
Volume Band M1 (Lowest Priced)	MPS	Nonac Copier Black and White	2 x 550 Sheet Paper Cassette, an 100-Sheet Stack Bypass, 512mb RAM, UFR II LT Printing, Network ScanGear, 10/100 Base TX Ethernet, USB 2.0 high speed connectivity and a drum unit	MKS345	Y		$1,000.00	30.00%	Each
Volume Band M3 (Highest Priced)	MPS	Copier Black and White	Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 4 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	DKE476		Y	$2,000.00	35.00%	Each
Volume Band C2 (Lowest Priced)	MPS	Copier Color	Digital Multifunction Copier, Standard Network Print & Scan, Duplexing, 100 Sheet Bypass, 2 x 550 Sheet Cassettes (L,L,L), 9" Wide Color Touch Screen Controlls, Scan to File / USB / Email, RADF, Stand	FIE873	Y		$3,000.00	40.00%	Each

	A	B	C	D	E	F	G	H	I	J
14	Non-MFD	MPS	Scanner	Scanner: Up to 4800 dpi optical resolution; 48 bit internal color depth; 8.5" x 11.7" maximum scan size; easy photo fix technology; advanced digital dust correction; 3-color RGB LEDs, Built-in Kickstand; High-speed usb 2.0 interface; photo scan software; 1 year warranty	JSLE8743	Y		$4,000.00	45.00%	Each
15	Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		$249.66	40.00%	Each
16	Non-MFD (Highest Priced)	MPS	3D Printer	Build Area: 2.36 x 1.77 x 3.94 in. (65 x 40 x 100 mm), XY resolution: 33 microns with patented grayscaling software, footprint: 9 x 9.5 x 24.2 in. (22.86 x 24.13 x 61.5 cm), electrical requirement: 110 VAC @ 3A, weight: 35 lbs (16 kg)	SOW09E		Y	$5,999.00	50.00%	Each
17	Volume Band M1 (Lowest Priced)		Copier Black and White							
18	Volume Band M1 (Highest Priced)		Copier Black and White							
19	Volume Band M3 (Lowest Priced)		Copier Black and White							
20	Volume Band M3 (Highest Priced)		Copier Black and White							
21	Volumen Band M5 (Lowest Priced)		Copier Black and White							
22	Volumen Band M5 (Highest Priced)		Copier Black and White							
23	Volume Band C2 (Lowest Priced)		Copier Color							
24	Volume Band C2 (Highest Priced)		Copier Color							
25	Non-MFD (Lowest Priced)		Facisimilie							
26	Non-MFD (Highest Priced)		Facisimilie							
27	Non-MFD (Lowest Priced)		Scanner							
28	Non-MFD (Highest Priced)		Scanner							
29	Non-MFD (Highest Priced)		3D Printer							
30	Non-MFD (Lowest Priced)		3D Printer							
31	**DOCUMENT IMAGING SERVICES**									
32	**IMPORTANT!! For this category enter "DIS" in the BRAND Column (See Example)**									
33	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
34	Imaging Services	DIS	Black and White Image Capture	Low (200 DPI)	Service	Y		$0.03	20.00%	Per Image
35	Imaging Services	DIS	Black and White Image Capture	High (400 DPI)	Service	Y		$0.04	30.00%	Per Image
36	Imaging Services		Color Image Capture	Medium (300 DPI)						Per Image
37	Imaging Services		Color Image Capture	Preservation >= 600 PPI						Per Image

	A	B	C	D	E	F	G	H	I	J
38	Imaging Services		Index Field - Type 1	Up to 15 Characters						Per Document
39	Imaging Services		Index Field - Type 2	31-45 Characters						Per Document
40	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Image
41	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Roll
42	Imaging Services		Microfilm Conversion	Conversion of microfilm to digital Images						Per Image
43	Imaging Services		Microfiche Conversion	Conversion of microfiche to digital Images						Per Image

	A	B	C	D	E	F	G	H	I	J
44	**ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES**									
45	**IMPORTANT!! For this category enter "ECM" in the BRAND Column (See Example)**									
46	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
47	Software	**ECM**	Digital Enterprise Mid Level Enterprise Content Management Software. Gartner Majic Quadrant rated. The solution can be hosted on premise or in the cloud, depending on the user's needs.	Software is a document management solution (DMS) that is suitable for companies of all sizes and in a wide range of industries such as accounting and financial services, manufacturing and health care.	SOFTWARE123	Y		$6,500.00	25.00%	Perpetual
48	Software	**ECM**	Mary Jane ECM offers integration with Salesforce, which gives users the ability to drag and drop and manage files from either system.	The system is accessible using mobile apps that can be used from a smartphone ot tablet.	TABLET123	Y		$2,000.00	33.00%	Annual Term
49	Software									
50	Software									
51	Software									

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - ENTIRE PRODUCT OFFERING MPS

You should list every product that will be offered on a contract. If it is not listed here it will not be included in the contract. BE SURE TO DETAIL YOUR PRODUCT DESCRIPTION.

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

CATEGORY	SUBCATEGORY	MODEL	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Lowest Model)	Copier Black and White	C0989					Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 1 GB Standard Memory (when UK-219 is installed), 50 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 4K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Highest Model)	Copier Black and White	VEA-3823					Includes: PS, PCL, and XPS Controller, 500-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 2 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Lowest Model)	Copier Black and White	BW 7777	$1,500.00	$1,300.00	$1,000.00	$800.00	Includes: PS, PCL, and XPS Controller, 1000-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 6 GB Standard Memory (when UK-419 is installed), 500 GB HDD, Standard USB 2.0 (supports local printing), Four USB 5.0 Host Ports, 12K Starter Toner and 120K Imaging Unit	$45,000.00	15.00%	$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Highest Model)	Copier Black and White	L - 246978	$3,800.00	$2,800.00	$2,300.00	$2,000.00	Digital MFP Copier, Standard Network Print & Scan, LED Print Heads, RADF, 1x530 Sheet Cassette L,L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	$225,000.00	20.00%	$181,350.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Lowest Model)	Copier Color	CL 9999	$2,000.00	$1,050.00	$1,000.00	$900.00	Digital MFP Color Copier, Standard Network Print & Scan, LED Print Head, 1x530 Sheet Cassette St-R to LG, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED, RADF, Duplexing	$100,000.00	25.00%	$75,562.50
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Highest Model)	Copier Color	L - 367894	$4,000.00	$2,100.00	$2,000.00	$1,800.00	Lease of L-36 Base model includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCLc / PCL 6 / PostScript network printing, Scan single-pass dual-sided color scanning, network scanning, 100-sheet doublesided single-pass feeder, auto duplexing, one 500-sheet paper drawer and 100-sheet bypass tray, developer and drum cartridges. Toner cartridges sold separately	$200,000.00	45.00%	$110,825.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	3D Printer	586-3D	$139.58	$93.00	$69.79	$55.83	1 form 2 3D printer, resin tank, build platform, finish kit, per-form software, 1 year warranty.	$3,350.00	20.00%	$2,700.10
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	Scanner	S-7870					SCANNER I1350 DESKTOP SCANNER, Color, Sheet Fed (Flatbed accessory available), 3000 pages per day, 600DPI Optical, 25PPM B&W/Color (1st 10 sheets @ 40PPM), USB 2.0/3.0 , 50 Sheet ADF (A4), EasyTouch & Capture SW, WARRANTY 3YR	$40,000.00	10.00%	$36,270.00

CATEGORY	SUBCATEGORY	BRAND	SKU / PART NUMBER	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: MPS	N/A	Project		Agency Growth Project		40.00%	Per SLA or SOW

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES RELATED SERVICES

RELATED SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
RELATED SERVICES	**EXAMPLE:** Training	N/A	4847		Copier Training per hour	$25.00	40.00%	$15.11
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES ACCESSORIES

ACCESSORIES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
EXAMPLE ACCESSORY	Document Feeder	Nonac	12345	$14.00	$12.00	$10.00	$8.00	Width : 51 mm to 216 mm (2" to 8.5") Length : 89 mm to 356 mm (3.5" to 14.0"), Thickness : 35 to 128g/m² (9 to 32 lb bond), Capacity (80g/m² paper) : 50 sheets or stacked to a height of 6.0 mm (0.2") (including curling)	$895.00	60.00%	$360.69
EXAMPLE ACCESSORY	Power Surge	John Doe Power Surge Co	3857					AMPS 15, Sentury, Plastic, Surge Strip, PN: 100190, Receptacles 6, Surge Suppression: Yes, Length Inches: 12; # OF Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	$95.00	45.00%	$52.64
											$0.00
											$0.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR NAME

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR NAME* (hereinafter "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 of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on December 7, 2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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 Level Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized

SAMPLE

Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, Appendix G, Appendix H, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix H, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may

SAMPLE

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 three quarters of one percent .75%. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

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

SAMPLE

7. Software License, Service and Leasing 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 D 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 D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. rder 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 Level Support 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,

SAMPLE

such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

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 NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of
General Counsel: _____

SAMPLE

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 2
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 3
   H. Proof of Financial Stability 3

5. Intellectual Property Matters 3

   A. Definitions 3
   B. Ownership. 4
   C. Further Actions. 5
   D. Waiver of Moral Rights. 5
   E. Confidentiality. 5
   F. Injunctive Relief 6
   G. Return of Materials Pertaining to Work Product. 6
   H. Vendor License to Use. 6
   I. Third-Party Underlying and Derivative Works. 6
   J. Agreement with Subcontracts. 6
   K. License to Customer. 6
   L. Vendor Development Rights 7

6. Product Terms and Conditions 7

   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) 7
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 7

7. Contract Fulfillment and Promotion 8

A. Service, Sales and Support of the Contract 8
B. Use of Order Fulfillers 8
1) Designation of Order Fulfillers 8
2) Changes in Order Fulfiller List 8
3) Order Fulfiller Pricing to Customer 8
C. Product Warranty and Return Policies 9
D. Customer Site Preparation 9
E. Internet Access to Contract and Pricing Information 9
1) Vendor Webpage 9
2) Accurate and Timely Contract Information 9
3) Webpage Compliance Checks 10
4) Webpage Changes 10
5) Use of Access Data Prohibited 10
6) Responsibility for Content 10
F. DIR Logo 10
G. Vendor and Order Fulfiller Logo 10
H. Trade Show Participation 10
I. Orientation Meeting 11
J. Performance Review Meetings 11
K. DIR Cost Avoidance 11

8. Pricing, Purchase Orders, Invoices, and Payments 11

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 11
B. Customer Discount 11
C. Customer Price 11
D. Shipping and Handling Fees 12
E. Tax-Exempt 12
F. Travel Expense Reimbursement 12
G. Changes to Prices 12
H. Purchase Orders 12
I. Invoices 13
J. Payments 13

9. Contract Administration 13

A. Contract Managers 13
1) State Contract Manager 13
2) Vendor Contract Manager 13
B. Reporting and Administrative Fees 14
1) Reporting Responsibility 14
2) Detailed Monthly Report 14
3) Historically Underutilized Businesses Subcontract Reports 14
4) DIR Administrative Fee 14
5) Accurate and Timely Submission of Reports 15

C. Records and Audit 15
D. Contract Administration Notification 16

10. Vendor Responsibilities 16

A. Indemnification 16
1) INDEPENDENT CONTRACTOR 16
2) ACTS OR OMISSIONS 16
3) INFRINGEMENTS 17
4) PROPERTY DAMAGE 17
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 18
C. Vendor Certifications 18
D. Ability to Conduct Business in Texas 20
E. Equal Opportunity Compliance 20
F. Use of Subcontractors 20
G. Responsibility for Actions 21
H. Confidentiality 21
I. Security of Premises, Equipment, Data and Personnel 21
J. Background and/or Criminal History Investigation 21
K. Limitation of Liability 21
L. Overcharges 22
M. Prohibited Conduct 22
N. Required Insurance Coverage 22
O. Use of State Property 23
P. Immigration 23
Q. Public Disclosure 24
R. Product and/or Services Substitutions 24
S. Secure Erasure of Hard Disk Products and/or Services 24
T. Deceptive Trade Practices; Unfair Business Practices 24
U. Drug Free Workplace Policy 24
V. Accessibility of Public Information 25
W. Vendor Reporting Requirements 25

11. Contract Enforcement 25

A. Enforcement of Contract and Dispute Resolution 25
B. Termination 25
1) Termination for Non-Appropriation 25
2) Absolute Right 26
3) Termination for Convenience 26
4) Termination for Cause 26
5) Immediate Termination or Suspension 27
6) Customer Rights Under Termination 27
7) Vendor or Order Fulfiller Rights Under Termination 27
C. Force Majeure 27

12. Notification 28

A. Notices 28
B. Handling of Written Complaints 28

13. Captions 28

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

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax 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 for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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) Webpage Compliance Checks

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

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage 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

Vendor and 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

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's 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 no more than two 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 to include reporting requirements. 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 may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. 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 and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the 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.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or 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 Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 identify a specific 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 Vendor and 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. Vendor will provide all required documentation at no cost.

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 are due on the fifteenth (15th) calendar day of the month following the month of the sale. 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 estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

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) The Vendor shall pay an administrative fee 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. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) 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.

c) 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 Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

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 seven (7) 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, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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) Prior to 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) 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;

(xii) 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;

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

(xiv) 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;

(xv) under Section 2155.006, and Section 2261.053, Texas 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;

(xvi) 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

(xvii) 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; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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 if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Exhibit A to the RFO and/or Section 10.C. (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 the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 the Customer.. 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 have an A rating and a Financial Size Category Class of VII from A.M. Best and are 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 $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. 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; and
d) Waiver of Subrogation

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 PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Security[1]s 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 or other contractual document or relationship 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 or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship 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 ten (10) 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

Appendix F

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and Related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-TSO-XXXX which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix F). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and

Example

any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. <u>Lease</u>.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

Example

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation

Example

of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments

Example

in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated

Example

to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time

Example

period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another

Example

location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of

Example

its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

Example

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an

Example

Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. <u>Representations and Warranties of Lessee</u>.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

Example

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

Example

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will

Example

comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon

Example

the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½ % per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated

Example

damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. <u>Notices and Waivers</u>.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

Example

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that

Example

this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Example

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	

Example

If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		

Example

What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

Example

Appendix G
MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-TSO-XXX, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the

Example

Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

Example

(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR- TSO-XXX on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result

Example

of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule

Example

Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the

Example

Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

Example

(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the

Example

Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination

Example

of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

Example

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a

Example

Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining

Example

Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

Example

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

Example

(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

Example

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of

Example

Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

Example

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through

Example

Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER**. Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii)

Example

repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts

Example

shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, offered to give, and does 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 this MLA and/or any Schedules executed hereunder;

Example

(ii) it 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, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has 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;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it 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,

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

(vii) 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 MLA;

(viii) Lessor 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;

(ix) as of the effective date of the MLA, 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;

(x) to the extent applicable to this scope of this MLA, Lessor 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;

Example

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

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

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has 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.

Example

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

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

Example

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

This Appendix H to DIR Contract Number DIR-TSO-*XXXX* contemplates the economical and timely repair/replacement/ or recovery of multifunctional networked copier equipment that is leased for 48-month or 60-month terms by the Customer (Lessee) from the Vendor (Lessor), for equipment having experienced inoperability, unserviceability, or condition damage that exceeds normal, wear and tear resulting from a declared disaster event ("Event") in the State of Texas. This Agreement is between the Customer and the Vendor and this agreement is not intended as an amendment to any lease agreement.

Monthly leasing prices for the Declared Disaster Equipment Recovery Program may be selected singly, for each piece of leased equipment and shall be identified by serial number. Monthly Declared Disaster Program leasing prices for 48 and 60-months shall be in accordance with DIR Contract Number DIR-TSO-XXXX Appendix C Pricing Index.

A Disaster Declaration is issued by the Governor of the State of Texas. Upon the issuance of a Disaster Declaration Proclamation in accordance with the authority vested by Section 418.014 of the Texas Government Code, *Vendor Name*, and *Customer Name*, in accordance with DIR Contract Number *DIR-TSO-XXXX* will abide by the following Equipment Recovery terms and conditions for property that a) is leased under DIR-TSO-*XXXX* in accordance with the Declared Disaster monthly pricing option, b) is documented as having been previously installed and operating for a minimum period of _____ months at the same location within a Texas county that is designated in the Disaster Declaration, c) having had no more than _____*(number)* late or outstanding payments during the entire lease term. Invoices that are in current dispute status or which have been in a previous dispute and resolved, do not count toward this (c) requirement.

Definitions

Event Date
The Event Date is the date that the disaster occurred.

Disaster Declaration Proclamation
A Disaster Declaration Proclamation for certain Texas counties affected by a disaster which is issued by the Governor of the State of Texas at https://gov.texas.gov/news/category/proclamation.

Initial Equipment Assessment Date
If the Event requires that an agency official pronounce the property as safe to access, after which the area in which the equipment under this Disaster Agreement is safely accessible, the calendar date that the physical equipment is safely accessible for assessment by Lessee is defined as the Initial Equipment Assessment Date.

Lessee Declared Disaster Service Call
The calendar date that a Maintenance and Support call (to the telephone number provided at the time of equipment installation) is initiated by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call.

Vendor Declared Disaster Service Call
The calendar date that a Maintenance and Support call is received by the Vendor that is identified as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words "Declared Disaster" which shall appear on all documentation thereafter.

Initial Vendor Assessment Date
The calendar date that the Vendor arrives on-site to assess the functionality and operability of each device identified by a Lessee Declared Disaster Service Call. The Vendor should arrive on-site within five (5) calendar days after receiving a Declared Disaster Service Call (excluding the date of the service call).

Recovery Plan
A written Recovery Plan initiated by the Vendor to the Lessee within five (5) calendar days after the Initial Vendor Assessment date. The Recovery Plan must be agreed, in writing, by both parties. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event.

Location

- Event Location – the Location at which the Event/Disaster occurred.
- Temporary Location – A physical location to which the agency has relocated their primary business due to the Disaster Event
- Recovery Location – The physical location to which recovery or remediation of equipment is delivered/installed.

Equipment Recovery/Replacement Terms and Conditions

General

Lessee shall continue submitting monthly lease payments during the time of the non-accessibility, throughout the repair/replacement Recovery (reinstall) process and then throughout the remainder of the lease term. All invoicing and payments shall be handled in accordance with Sections I. and J. of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-*XXXX*.

A Lessee may relocate to a Temporary Location during construction or repairs and may return to the original Event Location, or even to a new permanent location. The Vendor shall accommodate the Lessee in the installation and deinstallation of loaner or new equipment to the Temporary Location and in the final recovery of equipment at the Recovery Location.

Initial Equipment Assessment
Once the premises has officially been determined to be safe to access by an agency Facility or Security official, and the area in which the equipment under this Disaster Agreement is safely accessible, Lessee shall assess the equipment for operability. In order to qualify for this Program, equipment shall be non-functional or inoperable directly resulting from a Declared Disaster Event. In the event that non-operability of equipment is identified and assumed to constitute a Disaster Declaration Event, a Maintenance and Support call (to the telephone number provided at the time of equipment installation) shall be made by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words “Declared Disaster” which shall appear on all documentation thereafter. Lessee should retain the Confirmation Number for use when filing a written Declared Disaster Claim.

Vendor Assessment
Within five (5) calendar working days (exclusive of the date of the call) after the Vendor receives the Declared Disaster Service call, the Vendor shall arrive on-site to assess the functionality and operability of each device covered on the Declared Disaster Equipment Recovery Program.

Recovery Plan

Within five (5) calendar working days after the Vendor Assessment the Vendor shall and present a written Recovery Plan to the Lessee. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event at the earliest possible date, in order to minimize the Lessee's non-functionality equipment status. The Recovery Plan must be agreed, in writing, by both parties.

As each Declared Disaster Event is unique, below are examples for considerations to be made (as applicable):

- Are there facilities/construction repairs to be made as a result of the Event? Must the repairs be made before, or can they be made after equipment replacement?
    - Can the Lessee assist in expediting repairs? If so, how will they assist?
- Consider an interim operational status that will allow the Lessee to continue their business while new equipment or replacement parts/components are being ordered. Can the Vendor offer loaners?
- Where feasible, expedite the shipment of small to medium items (all handling, shipping and transport charges are borne by the Vendor).
- Vendor may consider shipping new or replacement equipment on a first available basis. An initial/temporary Recovery Plan could (stagger) include both loaner and replacement equipment.

At a minimum, equipment recovery shall be restored to a _____ % level within _____ calendar working days of the Initial Vendor on-site Assessment (first) arrival.

Vendor Obligations

All replacement, and new equipment shall be made with equipment that is equal to, or better than, the equipment being replaced.

All pricing for the monthly leased equipment shall be the same as the Declared Disaster pricing. All pricing for the continuance of Maintenance and Support Services shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index throughout the lease term.

All Copy Allowances and Overage charges on the Maintenance and Support Plan shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index.

Vendor is responsible for providing the following *at no cost to the Lessee*:
New and Replacement Equipment costs;
De-installation;
Installation
Parts and components costs;
Packing;
Shipping and Handling charges;
Transport charges and fees;
Labor;
Travel and lodging expenses;

Other Miscellaneous charges and fees associated with the Declared Disaster Equipment Recovery Program.

Lessee Obligations

Lessee shall provide the Vendor access to the premises Monday through Friday (less State Holidays) during normal working hours. If Vendor requests access to the premises during days or times that are outside of normal working hours and Lessee can accommodate without interruption to business, they shall endeavor to accommodate the Vendor.

Whenever Lessee is available to expedite the scheduling of facility or construction services that will impact the equipment recovery process, they shall expedite scheduling in order to allow quicker access by the Vendor.

If the Lessee has relocated their operation to a Temporary Location, and they require that a loaner be provided to this Temporary Location until such a time as the original building is reconstructed/repaired, the Lessee will be obligated to pay the difference in transport charges in excess mileage between the Event Location and the Temporary Location.

Claim

Lessee Claim Obligations

Lessee should initiate the filing of a claim within ten (10) calendar working days of the Initial Vendor Assessment conclusion.

Lessee shall provide a completed Claim consisting of the following documentation. A claim is not considered received until all of the following documentation has been received by the Vendor.

1. Provide documentation of having leased and operated equipment (Lease Agreement) for a minimum period of sixty days or *(enter other)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
2. Submit a Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
3. Complete Claim Form signed by agency head (Director or above).
4. Submit signed Recovery Plan (signed by Lessee and Vendor).

Any costs incurred by the Lessee during the interim of the Disaster Event until the Claim Acceptance Date by the Vendor is not reimbursable.

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

CLAIM FORM

Claim Number (Entered by Vendor) ⟶	
Declared Disaster Service Ticket/Confirmation Number (Entered by Customer/Lessee) ⟶	
Agency/Lessee name	Event/Disaster Date:
Street address	
City / State / ZIP code	
Customer/Lessee POINT OF CONTACT Name	
POINT OF CONTACT Telephone *(area code and number)*	POINT OF CONTACT E-mail

Contract Number:	
Vendor Company Name	
Vendor Point of Contact Name	
Vendor Point of Contact phone *(area code and number)*	Vendor Point of Contact E-mail

Equipment Mfgr and Model	*Equipment Serial Number*	*Equipment COUNTY, Bldg, street, city, state, zip*	*Is Equip inoperable? Yes or No*

Brief Description of Event and Damage

_____

_____

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

_____

_____

_____

Comments/Notes/Additional Information: _____

_____

_____

_____

_____

This Claim Approved by **Agency Director or above**: _____

Must be original, signed signature (not typed)

Type Name _____

Title: _____

Date Signed _____

Attach the following:

1. This claim form, completed and signed
2. Provide documentation of having leased and operated equipment listed above (Lease Agreement) for a minimum period of sixty days or *(enter other as pre-negotiated)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
3. A Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
4. A signed Recovery Plan (signed by Lessee and Vendor).

Bid Package 8

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Vendor References

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. 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: 419docmanagement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* 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 this reference and returned to DIR at 419docmanagement@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 Managed Print Services, Document Imaging or Enterprise Content Management Products and Services

1. Have you purchased any Managed Print Services, Document Imaging or Enterprise Content Management Products or from this Vendor in the past 2 years? 0. __No 1. ___Yes
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 or services provided to you? 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 MPS, Document Imaging or Enterprise Content Management Products and Services or related 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.

Request for Offer DIR-TSO-TMP-419
Bid Package 9

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offeror's will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date:

Name of Product:

Contact for more Information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other		

elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet		

that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Telecommunications products or systems which provide a function		

allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable		

with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall		

be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission,		

regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Self contained products shall be usable by people		

with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and		

restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to		

be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be		

46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.26 Desktop and Portable Computers – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the		

communication needs of end-users with disabilities.		

Return to the top of the page.

Texas Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Bid Package 10

Vendor ICT Accessibility Policy Assessment (PDAA)

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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 Catalog 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.)

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:

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
- 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.

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, 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,

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 **(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 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

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

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

(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:

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

· 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

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

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 (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

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 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

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

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

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

Bid Package 10
DIR-TSO-TMP-419

EXAMPLE

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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.
	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)

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

This Addendum #1 to Request for Offer DIR-TSO-TMP-419

1. Replaces Bid Package 1, Section 4.3.1 RFO schedule extending the RFO response due date and Vendor Reference due date to February 19, 2019 2:00 PM (CT)
2. Replaces Bid Package 1, Section 3.1, Paragraph 43;
3. Replaces first sentence of Bid Package 1, Section 4.7.1;
4. Replace Bid Package 1, Exhibit A Vendor Information, Item 10;
5. Contains questions and answers submitted in writing at the Vendor Pre-Bid Conference and Webinar, and to Carrie Thomas, the Purchasing Point of Contact.
6. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference Sign-In Sheet as an attachment to this Addendum #1; and
7. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference presentation slides as an attachment to this Addendum # 1.

---

1. DIR-TSO-TMP-419 Bid Package 1, Section 4.3.1 RFO Schedule is hereby replaced as follows:

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 19, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 19, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 19, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

2. DIR-TSO-TMP-419 Bid Package 1, Section 3.1 Products, paragraph 43 is hereby replaced with:

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

3. DIR-TSO-TMP-419 Bid Package 1, Section 4.7.1 first sentence is amended as follows: **VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

4. DIR-TSO-TMP-419 Bid Package 1, Exhibit A Vendor Information, Item 10 is hereby replaced with:

10. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies either via the BidStamp VIS Portal or directly via email. Instructions are included in **Bid Package 8**. 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).

Addendum 1

5. **Questions and Official Answers**:

1. Question: Are agencies able to procure digital print services through this vehicle?

Answer: This RFO does not include commercial digital print services. Texas state agencies procure digital printing services through the Comptroller's Statewide Procurement Division State Print Shop Web Portal.

2. Question: Will digital print and, or print mail going to be accepted under this cooperative contract as miscellaneous?

Answer: Print mail services are not included in this RFO. Refer to the Answer to Question 1 above, and Bid Package 1, Section 3. Scope. Print mail services are offered through DIR's Shared Technology Services (STS). STS is currently in the planning phase of a solicitation for **Data Center Services - Print, Mail, and Digitization** due to post in Summer 2019. Please see DIR's Current Contracting Initiatives page for more information.

3. Question: (Pg 6, Section 3.1) The RFO mentions scanning services, referred to as digital imaging and document imaging, and hardware with respect to Managed Print Services, but is silent on actual print services. We understand in the past, agencies used the CCG contract for printing services. Does the RFO consider the use of the contract for printing and/or digital printing services? Digital printing is defined as any printing not using plates to transfer an image or text.

Answer: Printing Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answer to Question 1 above.

4. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for offset printing services, defined as any printing that would use plates to transfer an image or text?

Answer: Offset Printing Services are not included in Bid Package 1, Section 3. Scope.

5. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for agency printing and any associated mail fulfillment services as well?

Answer: Primary Printing Services and Mail Fulfillment Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answers to Questions 1 and 2 above.

Addendum 1

6. **Question:** (Pg 6, Section 3.1; Pg 18 Section 3.1.1.1. Under "The Third Tab", Miscellaneous/ Other) If the answer is yes to any of the three previous questions, please indicate the pricing schedule for these services that DIR would prefer?

   Answer: The answer is No for questions 3, 4, and 5. Refer to the Answers to Questions 3, 4 and 5 above.

7. **Question:** Will the BidStamp VIS System allow multiple people to have an account from the same vendor?

   Answer: Yes, a single Vendor account may have multiple users.

8. **Question:** May multiple people from one company have access to the portal?

   Answer: Multiple users may have access to a single Vendor account.

9. **Question:** Can you partially fill out and log in later to continue?

   Answer: Yes, BidStamp allows Vendors to leave and return to their response to complete up to the due date and time of the response. DIR suggests selecting SAVE in each line item of the BidStamp pricing form before exiting.

10. **Question:** Are scanner manufacturers and software provided by responder considered 3rd party?

    Answer: Third party software is software that is not published by the manufacturer (as in an operating system/manufacturer application).

11. **Question:** Scanner manufacture (i.e. Kodak) and software developers (i.e. Docuware) each considered 3rd party vendors requiring submittal of documents for authorized vendors of these?

    Answers: Refer to the Answer to Question 10 above.

12. **Question:** Will a manufacture certificate be required for third party equipment?

    Answer: Vendors must provide proof that they are an authorized Reseller for each manufacturer's product proposed in their response. Refer to Bid Package 1, Section 4.5.1, 1).

Addendum 1

13. **Question:** General - Do out of state dealers need a letter of authorization to participate on contract?

    Answer: Vendors must be authorized to do business in Texas in order to have a contract with DIR.

14. **Question:** Exhibit B, Question 1, Detailed history, Is there a page limitation?

    Answer: No, use additional pages as needed.

15. **Question:** To make it easier to manage the product list, in other contracts pricing references have been set up with product category discounts. Will this not be the case for this contract? We have to list every single product for each product category that fits the contract?

    Answer: Yes, a complete response will list every product/service offered in Bid Package 2 in the appropriate tab (Entire Offering) and if it does not fall within one of the categories listed/formatted then, it should be offered/listed in the Miscellaneous/Optional category.

16. **Question:** Would you address changes (new ones and removing old ones) as it relates to this contract after contract award?

    Answer: DIR understands that products have a lifecycle. If awarded a contract, Vendor will work with their assigned DIR Contract Manager to edit their product offering on a schedule determined by DIR and Vendor. These scheduled changes may include, but are not limited to replacing obsolete products, adding enhanced or new versions, and deleting products. In addition, DIR will consider changes at the annual optional renewal term or per the emerging technology changes described in Bid Package 1, Section 3.3 Emerging Technologies.

17. **Question:** General Question: Under this contract award is software available as a stand-alone acquisition item to qualified entities or will software solutions only be allowed as an add-on to hardware purchases?

    Answer: Yes, as it relates to Bid Package 1, Section 3. Scope.

Addendum 1

18. **Question:** DIR-TSO-TMP-419- Bid Package 1- RFO- Please confirm that it is the intent of DIR to allow standalone software components on this RFO.

    Answer: Refer to the Answer to Question 17 above.

19. **Question:** Has the Master Operating Lease and or Master Lease been changed from the current lease under contract?

    Answer: DIR has no knowledge of the contract referenced in the question. The Master Operating Lease Agreement and the Master Lease Agreement for this RFO are posted as Bid Package 5 and Bid Package 6, respectively.

20. **Question:** Will DIR allow or add to lease agreement (MLA / MOLA) "Standard $1.00 Out Lease" structured program/option? Note: Customer would have option to transfer title of ownership at end of lease for $1.00.

    Answer: Yes, refer to Bid Package 6, Master Lease Agreement, Section 13. Purchase and Renewal Options; Location and Surrender of Equipment which discusses a Fair Market Value option.

21. **Question:** Will DIR allow or add to leasing agreements (MLA / MOLA) "Tax Exempt Municipal Lease" structured program/option? Note: This would require title of ownership to transfer to customer.

    Answer: Additional terms to the existing MLA or MOLA may be negotiated between the Vendor and customer as long as the proposed term(s) do not diminish DIR contract or DIR MLA/MOLA terms.

22. **Question:** How can we validate you have received the references?

    Answer: You may contact your references or have them cc: you when they submit to DIR.

23. **Question:** Who can we talk to for clarification on cancelled contracts?

    Answer: Questions should go to Carrie Thomas, as stated in section 4.1 of the RFO.

Addendum 1

24. **Question:** All questions submitted pertain to: DIR-TSO-TMP-419. Who can we talk to for clarification on cancelled contracts?

    Answer: Refer to the Answer to Question 23 above.

25. **Question:** Are there provisions for small businesses to be a prime on this contract?

    Answer: Any qualified Vendor able to provide products and/or services described in this RFO will be evaluated to move to negotiations. Vendors awarded a DIR contract will be considered as master contract holders. There are provisions for Resellers, Order Fulfillers and Subcontractors in Bid Package 1, Section 4.5.1 Authorized Vendors.

26. **Question:** RFO 3.1 PG 12 DIS, is a narrative required for any of the bullets? If so, where to put it in the proposal?

    Answer: The contents of Vendor's proposal must meet the requirements of the RFO, and are at the Vendor's discretion. It is in the Vendor's best interest to answer each question thoroughly.

27. **Question:** Is this contract specific to TX based vendors? If not, are there preferences TX based vendors have? Explain?

    Answer: No, refer to Bid Package 4, Appendix A, Section 3. Definitions, A. No preferences are given to Texas based Vendors.

28. **Question:** Are Texas-based vendors preferred for this contract?

    Answer: Refer to the Answer to Question 27 above.

29. **Question:** What if a customer wants to purchase ECM service/product but they do not want DCS product or service?

    Answer: DIR assumes that the Vendor's question refers to "DIS" and not "DCS". In that regard, each DIR Cooperative contract will have an Appendix C Pricing Index which will provide the Vendor's unique offering of products/services.

Addendum 1

30. **Question:** Is there an option to upload a single Excel or Word document or does each question need to be entered individually?

    Answer: Each question and each document should be submitted singly in the BidStamp Vendor Information System portal (VIS).

31. **Question:** Would it be acceptable to upload one single Word document with all completed RFO documents embedded within that one document or do all of the RFO documents and any additional documentation need to be separately attached one by one?

    Answer: No. Vendors should not embed any documents within the proposal and each document should be uploaded separately into the VIS portal.

32. **Question:** Could you please provide me with the link to the recorded webinar for the prebid conference from the Friday before Christmas?

    Answer: The webinar was not recorded. The Prebid Conference PowerPoint slides are attached to this Addendum 1.

33. **Question:** General - due to the complexity of the RFP, we request a 2 week extension do the due date.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

34. **Question:** DIR-TSO-TMP-419- Entire Bid Package-Would DIR consider offering an extension to this RFO?

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

35. **Question:** General Question: To provide DIR with a comprehensive response that considers all of your valued feedback, we respectfully request a two (2) week extension of current due date. Will DIR extend due date of February 4, 2019 to February 19, 2019?

    Answer: Refer to the Answer to Question 34 above.

Addendum 1

36. **Question:** DIR-TSO-TMP-419. Would DIR consider extending the period for vendors to pose questions to Thursday Jan 10th, 2019? This will allow respondents to further understand the RFO and accommodate for personnel who have been on vacation during this holiday period.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

37. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:22, Section Number: 4.3.1 RFO Schedule January 22, 2019 COB (CT) Estimate for posting answers to questions on the ESBD. Can DIR extend the RFP deadline to insure two weeks from the date of publication of the question responses? Responses could impact the ability of vendors to give DIR the best pricing possible.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

38. **Question:** Will the Department of Information Resources (DIR) please allow a second round of questions to clarify any of the answers provided from the first round of vendor questions? It is often the case that answers provided (in general) require additional clarification.

    Answer: The Due Date for all questions in the VIS Portal was January 7, 2019. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

39. **Question:** General - would DIR consider adding another round of questions and answers after this initial round?

    Answer: Refer to the Answer to Question 38 above.

40. **Question:** DIR-TSO-TMP-419- Entire Bid Package- Would the State consider allowing vendors to ask secondary questions to allow for additional clarification when needed?

    Answer: Refer to the Answer to Question 38 above.

Addendum 1

41. **Question:** General: What is the process for price adjustment over the term of the award? For example, a 3rd party software price change (up or down). Can new pricing be submitted as long as the discount rate remains the same?

    Answer: MSRP Pricing can be adjusted in accordance with manufacturer's suggested retail pricing. Throughout the life of the contract, the awarded Vendor may offer increased discounts off MSRP, but they may not decrease the discount off MSRP.

42. **Question:** Is it DIR's intention to post the sign in sheet for the pre-conference that was held on December 17th along with any notes regarding questions and answers? Thank you!

    Answer: The Sign in Sheet is attached to this Addendum 1. Refer to #5 of the Summary listed above.

43. **Question:** What is the estimated number of projects per month? (an average)

    Answer: Refer to Bid Package 4, Standard Terms and Conditions, Section 2. No Quantity Guarantees.

44. **Question:** What is the estimated number of pages for the average project? (an average)

    Answer: Each individual Customer project is based on the Customer's requirements.

45. **Question:** What is the minimum project size? Ex. 20 boxes (50,000 images)

    Answer: Refer to the Answer to Question 44 above.

46. **Question:** Where do you anticipate projects will be coming from? (office/locations)

    Answer: Any eligible DIR customer may purchase products and services offered on a DIR Cooperative contract.

47. **Question:** What is expectation regarding document transport? Will agency/office ship?

    Answer: Refer to the Answer to Question 44 above.

Addendum 1

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: Yes, as long as the data remains within the contiguous United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Refer to the Answer to Question 47 above.

50. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number 3.1 Products. Managed Print Services Examples. Technical Support

Regarding the Analyst services necessary to support Customers connecting their devices to their networks (if applicable) is remote (non-on site) services acceptable?

Answer: Yes, remote services are acceptable. Refer to the Answer to Question 48 above.

51. **Question:** RFO 3.3 page 19 "Vendor may propose such products and related services."

a. What is the process for a vendor to propose to DIR emerging technologies products/services for augmentation to the original solicitation?

Answer: Refer to Bid Package 1, Section 3.3 Emerging Technologies.

b. Would the emerging technologies products/services proposed by that vendor then undergo a bidding process amongst the other contracted vendors (assuming there were multiple contract awards)?

Answer: Refer to the Answer to Question 51 a. above.

52. **Question:** RFO 3.5 page 20 "..all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATS…"

a. During the Vendor Conference, vendors were instructed to upload the form as a Word document.

If links are used, should they be pasted into the VPAT Word document? Or, if the links should they be listed in the vendor's proposal, what section of the response should these links be placed under?

Answer: If a Vendor is using links to the manufacturer websites only, Vendors should include a word document titled "VPATs" with the list of links to the specific products that are included in the submitted Pricing Index. If Vendor is a manufacturer submitting the VPATs for the products, Word documents or PDF will be fine. The important thing is that all the VPATs that are submitted are accurate.

b. Page 20 / Section 3.5 - Please confirm that VPAT's are not required for services, only required for physical or electronic products.

Answer: VPAT's are only required for commercial off-the-shelf IT hardware or software.

53. **Question:** RFO 4.5.1 page 25 "Vendors who respond to this RFO must be one of the following:". Are the signed letter(s) of authorization required for vendors who are providing services (not reselling products)?

Answer: Yes, a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized Service Provider of Manufacturer's/Publisher's products.

54. **Question:** RFO 4.4.1 page 24 "…An original, signed paper copy of the HSP must be uploaded into BidStamp." and 4.7.1.4 page 27 "HUB Subcontracting Plan Forms"

Answer: Yes, all pages of the HSP must be completed, signed, scanned and uploaded to the VIS Portal.

Addendum 1

55. **Question:** During the Vendor Conference, it sounded like vendors are to fill in an HSP form within BidStamp VIS, then print it out, sign it, and then upload the signature page. Are all the pages of the HSP to be uploaded or just the signature page of the HSP?

Answer: Refer to the Answer to Question 54 above.

56. **Question:** Our proposal was arranged according to "Section 4.7: Response Format and Contents" from the Bid Package 1 RFO document; however, Bid Package 1 RFO Exhibit A doc also had a section of what to include (16A – Checklist for the RFO). Could you please confirm how our proposal should be organized?

Answer: Vendors must ensure that all mandatory requirements for this RFO are met per Bid Package 1, Section 4.7.1, even if they are not included in this checklist in Exhibit A, 16. Vendor must upload all required documents through the BidStamp VIS portal. A specific order of documents is not required.

57. **Question:** Reference document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 3, Section: 1.2.6 Current Contracts. DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. Enterprise Content Management (ECM) Products, Software and Services is a new category."

Will stand-alone contracts for software, Imaging and ECM remain active or be phased out? Can components from existing independent contracts be incorporated into an MPS solution or must they also receive an award under DIR-TSO-TMP-419?

Answer: Components from existing contracts cannot be incorporated into an MPS solution. DIR-TSO-TMP-419 is a new solicitation and has no relation to the existing contracts.

58. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 16, Section: 3.1 Products Enterprise Content Management (ECM)

Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content

types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

Can components from existing DIR contracts be incorporated into an ECM solution or must they also receive an award under this contract?

Answer: ECM has a Related Services element; if the Vendor offers a Related Service to an ECM product, it should be listed in the Entire Product Offering-ECM (Tab 5) of the Pricing Index. Additionally, refer to the Answer to Question 56 above and Bid Package 1, Section 3. Scope.

59. **Question:** Page 5 / Section 3.1. Please confirm that we can include products already existing in other contracts we want included in this contract.

Answer: A Vendor may propose any product and/or services that are listed in Bid Package 1, Section 3. Scope. In addition, the Pricing Index has a category titled Miscellaneous/Other for items that are not listed in Bid Package 1, Section 3. Scope, but are within the scope of the solicitation.

60. **Question:** Bid Package 1 RFO- Section 3.1 Scope Under Scope there are three categories listed, MPS, Document Imaging Services and Enterprise Content Management. Does the Section Under MPS allow for outright purchase of devices, (scanner, printer, MFP's, facsimile devices etc.) Section 3.1 page 10 references copiers, printers, and scanners.

Answer: Yes, direct purchases may be offered for this solicitation.

61. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section: 3.1 Products

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products.

Vendors use different nomenclatures to label their equipment. Please confirm your acceptance of this definition of manufacturing status as follows: None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished,

or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which model of new equipment is being provided, the District will be the first user of the equipment."

Answer: DIR does not accept the definition above. The scope is defined in Bid Package 1, Section 3.1. Vendors shall propose new products only.

62. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section Number 3.1 Products.

Regarding Equipment Manufacturing status. Does DIR have any issues with the equipment manufacturing definition? Equipment manufacturing status may change during the lift of the equipment. For equipment that is included in the DIR Final Award, what are the ramifications if equipment manufacturing status changes during the term of the contract?

Answer: If the life cycle of a product ends during the term of the contract, the Vendor may add the new version of the product to their existing contract.

63. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:6, Section: 3.1 Declared Disaster Optional Declared Disaster Equipment Recovery Program. If a vendor elects to participate in the disaster recovery program, must the service be offered on every device in the portfolio or can it be on a subset of available devices?

Answer: All products within the Optional Declared Disaster Equipment Recovery Program for 48 or 60 month leases must be offered. Vendors may elect to only offer their 60 month lease portfolio and/or their 48 month lease portfolio, however, a 48 month portfolio may not be offered without a 60 month lease portfolio.

64. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO- pg. 12, Consumables Supply Services-2. Would DIR consider the addition of the following language into 3.1 Products, Managed Print Services Examples, Consumable Supply Services: "This requirement does not apply to 3D systems. Customers shall order these supplies on an as needed basis."

Answer: No. For 3D Printers it is intended that the Vendor list the equipment and any accessories that they offer on separate lines; refer to Bid Package 1, Section 3. Scope.

Addendum 1

65. **Question:** Would it be possible to use a different font and/or color for our answers for the Exhibits so it is easier to differentiate between the Texas DIR questions and our responses?

Answer: Yes, as long as it is clear, and meets accessibility requirements. Vendor response documents should be submitted in a format that is accessible to people with disabilities. Vendor should refer to Bid Package 1, Section 4.7.3.

66. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO-Exhibit A- Item 10- Question ten of the DIR-TSO-TMP-419-Bid Package 1 RFO- Exhibit A, directs vendors to Bid package 5 for vendor reference questionnaire instructions, however the Vendor references are located in Bid Package 8. Please confirm that this question was meant to state Bid Package 8.

Answer: Yes, Bid Package 8 is titled Vendor References; refer to the Answer to Question 3 above.

67. **Question:** Exhibit A: Page 26/28: Section 11.B Termination, Item 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

Will DIR clarify that this term/condition does not apply to any and all executed lease agreements under this contract and only applies to the actual contract award?

Answer: If a Vendor offers to lease equipment on a DIR contract that is awarded to them, they will be bound first, to the terms and conditions of either the Master Operating Lease Agreement or Master Lease Agreement (MOLAs or MLAs, respectively) and then Bid Package 4 Standard Terms and Conditions.

68. **Question:** DIR-TSO-TMP-419- Bid Package 2- 11.B.3- DIR-TSO-TMP-419- Bid Package 2- 11.B.3 states, " 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. " Please clarify that this section only applies to the documents listed above and not the underlying lease agreements for the installed equipment.

Answer: Refer to the Answer to Question 67 above.

69. **Question:** Exhibit A Attachment 2 "This form must be completed/signed by respondent for each identified reference (cancelled contract references)". Can you please clarify what "cancelled contract references" means? Is this applicable only if a vendor's reference is from a cancelled contract?

Answer: The Vendor shall complete Exhibit A Attachment 2 if the Vendor has a cancelled contract. If Vendor has a cancelled contract, DIR requires a Point of Contact (POC) for that contract.

70. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Does DIR wish for responding vendors to delete information provided as "examples" and enter response data/pricing applicable to request?

Answer: Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

71. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Column D: Products/ Services Sub Description: Are vendors to create their own configurations or will DIR be providing minimum configurations for each of the volume bands requested? If there will be no minimum configuration requirements, are vendors to supply base unit pricing only and list every accessory item available separately?

Answer: The requirement within each Volume Band should be the lowest price of the base model equipment. Bid Package 2 Pricing Index Tab 2 does not require pricing for accessories.

72. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, MFD Copier/Printer Maintenance Plans/Prices. Where would an alternative price plan such as equipment flexible Rental program be placed on the price exhibit?

Answer: If a Vendor offers the rental of equipment, they shall submit a detailed description of the products/services in the Miscellaenous/Other category of Tab 3 – Entire Product Offering-MPS.

73. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, "Product Services Description"

Are there any other minimum specification or requirements other than the stated speed band?

Answer: No, the specifications and requirements are as defined in Bid Package 2 Pricing Index (Tab 2).

74. **Question:** Referencing Bid Package 2 – Based on the format on Tab 3 Entire Product Offering – MPS, how will DIR / Customer determine what accessories go with what models since the accessories are at the bottom of the page and not listed or requested within the volume bands of the MPS equipment?

Answer: If an accessory is sold separately it should be listed in the Accessories section. If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3).

75. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index- 3. Please clarify where DIR would prefer Vendors to include their CPC rates in the pricing submission on the BidStamp portal.

Answer: DIR does not require the submission of Cost per Click (CPC) rates in Vendor response to DIR-TSO-TMP-419. Copy allowances and CPC rates will be determined at the time of Negotiations.

76. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index,
Section: Tab #4, MFD Copier/Printer Maintenance Plans/Prices

MFD Copier/Printer Maintenance Plans/Prices - Is there a requirement and/or opportunity to include multiple equipment service options/plans (copy allowances etc.? Where would we put those in the price exhibit?

Answer: Maintenance should be submitted in the *Managed Print Services, Related Services* section of Bid Package 2 Pricing Index, Entire Product Offering -MPS (Tab 3). Refer to the Answer to Question 74 above.

77. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index-. If it is the intent of DIR to allow standalone software components, how should vendor's calculate ECM and software lease rates to submit as part of the response?

Answer: In regards to stand alone components, refer to the Answers to Questions 18 and 19 above. If the Vendor offers the lease of software it should be **detailed** in the Entire Product Offering-ECM (Tab 5), Miscellaneous/Other section.

78. **Question:** Bid Package 1 - RFO- SCOPE 3.1 Products - Does this offering include the options for outright purchase of supplies? If so, would these be entered under the miscellaneous/other category on the pricing template?

Answer: Supplies/Accessories should be listed in Entire Product Offering-MPS (Tab 3) under Accessories. Consumable products such as toner, and paper offered as standalone products are outside the scope of this RFO.

79. **Question:** Referencing Bid Package 2 – How are vendors to provide variably monthly lease rates/pricing? There is only one column provided for one monthly lease payment. (ie: FMV, Standard $1.00 Out, Tax Exempt Municipal Lease, etc.)

Answer: The Percent (%) Discount off MSRP that is offered at the time of proposal (if accepted) will remain fixed throughout the term of the contract. The MSRP may vary according to the manufacturer's published suggested retail price.

80. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide accessory pricing on tab 2 Bid stamp price sheet?

Answer: If an accessory is sold separately it should be listed in the Accessories section in Bid Package 2, Entire Product Offering-MPS (Tab 3). If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3). Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

Addendum 1

81. **Question:** Bid Package 2 Pricing Index - On the pricing index spreadsheet can you clarify where one would enter the pricing for those devices that would be an outright purchase.

Answer: Vendors should list their product offering in Bid Package 2, in the appropriate Entire Product Offering (Tab 3, Tab 4 and/or Tab 5). All items listed are for purchase unless otherwise indicated (as a lease).

82. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide both mono and color cost maintenance rates for proposed MFD's? How does DIR wish for vendors to provide or present maintenance pricing (cost per print or monthly volume inclusive maintenance programs, etc.).

Answer: To distinguish pricing between Mono and Color, they should be listed in separate rows. Refer to the Answers to Questions 77 and 78 above.

83. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab#6, "Volume Discounts"

Volume Discounts – Are the Quantity Bands/Revenue amounts/discount bands for volume discounts stated in the Price Exhibit examples and is it up to the vendor to determine/propose "Bulk Buy" discount criteria. Is the vendor limited to the specifics of the example included in TAB#6?

Answer: It is up to the Vendor to determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

84. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount: Are the quantities listed examples or actual ranges DIR wishes vendors to respond to? If only examples, are vendors to provide their own quantity ranges and applicable discounts?

Answer: The quantities listed are example and the Vendor will determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

85. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount/ "Additional Discount Based on Aggregate Sales": Is this item a requirement or optional?

Answer: Bid Package 2 Pricing Index, Volume Discount (Tab 6) is optional.

Addendum 1

86. **Question:** bid package 4, section B - would DIR consider modifying the reporting requirements to simplify the process?

Answer: DIR will not modify the reporting process in Bid Package 4, Standard Terms and Conditions, Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report.

87. **Question:** DIR-TSO-TMP-419 Bid Package 4 Appendix, pg. 32- 1. Please clarify if force majeure would apply to equipment payments, or would only payment for service be suspended?

Answer: As it applies to Bid Package 1, Standard Terms and Conditions, Section 11. Contract Enforcement, C. Force Majeure, all payments due from the Customer during the Force Majeure term will be suspended.

88. **Question:** Bid Package 8 - References - Can references includes companies / agencies outside of TX?

Answer: Yes, the Vendor selects the Reference then submits Bid Package 8 to the selected Reference.

End of Addendum 1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-419
Vendor Conference Sign-in Sheet
December 21, 2018 / 9:00 A.M. (CT)

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Edgar Antu	Strategic Partnerships, Inc	Eantu04@gmail.com	Yes
Webinar - Debb Atnip	CDWG	Debb.atnip@cdw.com	No
Webinar - Kevin Brooks	CTI – Cartridge Technologies	kevinb@ctimd.com	N/A
Webinar - Juan Celaya	Compu-Date International, LLC	jcelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jjcelaya@cdlac.com	Yes
Webinar - Jim Connolly	Xerox Corporation	James.connolly@xerox.com	No
Webinar - Ed Detwiler	NPC, Inc.	Ed.detwiler@npcweb.com	No
Webinar - Demetra Dickins	Kodak Alaris	Demetra.dickens@kodakalaris.com	No
Webinar - Scott Gorman	Xerox Corporation	Scott.gorman@xerox.com	No
Webinar - Tom Hay	DIR	Tom.hay@dir.texas.gov	No
Webinar - Bill Knapp	Compu-Data International, LLC	bknapp@cdlac.com	Yes

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Jeremy Knott	NPC	Jeremy.knott@npcweb.com	No

Webinar - Elizabeth Lopez	DIR	Elizabeth.lopez@dir.texas.gov	No
Webinar - Thomas Mandell	Xerox Corporation	Thomas.mandell@xerox.com	No
Webinar - Darren Morlando	Xerox Corporation	Darren.morlando@xerox.com	No
Webinar - Rasa Myers	Xerox Corporation	Rasa.myers@xerox.com	No
Webinar - John Paider	HMB	jpsifrt@hmbnrt.vom	zno
Webinar - Michelle Passarell	Xerox Corporation	Michelle.passarel@xerox.com	No
Webinar - Jerry Roberts	Muratec America	jroberts@muratec.com	No
Webinar - Ann Russo	Xerox Corporation	Ann.russo@xerox.com	No
Webinar - Blair Shaw	Ricoh	Blair.shaw@ricoh-usa.com	No
Webinar - Talan Tyminski	Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Webinar - Will Waterall	Precision Products, Inc.	waterall@precisionproducts.com	No
Webinar - Joe Yankle	Kodak Alaris	Joseph.yankle@kodakalaris.com	No

Webinar - Geri Pomerantz	Xerox Corporation	Geri.pomerantz@xerox.com	No
Webinar - Michael Wright	Canon USA Inc.	mwright@cusa.canon.com	No
Webinar - Anastasia Foerscher	Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Webinar - Ed Friel	Canon USA Inc.	efriel@cusa.canon.com	No
Webinar - Tammy Leger	Xerox Corporation	Tammy.leger@xerox.com	No

Mandy Hayden	Neubus, Inc.	mhayden@neubus.com	No
Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No

Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Vendor Pre-Bid Conference

December 21, 2018

9:00 – 11:00 (CT)

Texas Department of Information Resources

1

Introduction

Linda Hart, DIR **Phyllis Benitez, DIR** **Ray Infante, DIR**	**Jeff Kline, DIR**
Contract Manager Chief Procurement Office	**Program Director** Statewide EIR Accessibility
Kelly Parker, DIR	**CPO Staff, DIR**
Director, Cooperative Contracts Chief Procurement Office	**Webinar Coordinator** Chief Procurement Office

2

Agenda

- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Schedule
  - RFO Contents
  - Mandatory Submissions
  - Evaluation Criteria
- Break
- Questions
- Conference Closing

3

General Information

- Reference the RFO page number and Section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by 2:00 P.M. (CT), January 7, 2019.

4

General Information (continued)

- **Disqualification of Offers**
  - Failure to sign, scan and upload Vendor Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete, sign, scan and upload the Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to submit on or before due date and time
  - Contact with DIR employees regarding this RFO other than designated contacts
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**

5

General Information (continued)

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.

6

General Information (continued)

Contacts for inquiries regarding this RFO

Carrie Thomas – carrie.thomas@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker – kelly.parker@dir.texas.gov or Joan Scott – joan.scott@dir.texas.gov

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – dir.hub@dir.texas.gov
Theresa Williamson (512) 475-4638 – dir.hub@dir.Texas.gov

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline –(512) 463-3248 - jeff.kline@dir.texas.gov

7

DIR Cooperative Contracts

- DIR combines the buying power of DIR Customers to obtain volume-discounted pricing for IT products and services.
- Customer purchases through the Cooperative Contracts Program resulted approximately $5 billion for fiscal years FY2016 – FY2018. See Bid Package 1, Section 1.2.5, Historical Sales.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	$1,969,587,916.75	$1,893,601,003.97	$1,807,846,260.33

8

Threshold and SOW Requirements

Beginning September 1, 2017, the Threshold Requirements for IT Commodities (Hardware, Software and Services) are as follows:

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
More than $50,000 but not more than $1 million	Three (or all DIR Vendors in a category with less than three vendors)
More than $1 million but less than $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

State agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

9

Bid Submittal / VIS

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via **http://dircommunity.force.com/BidStamp** and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.

10

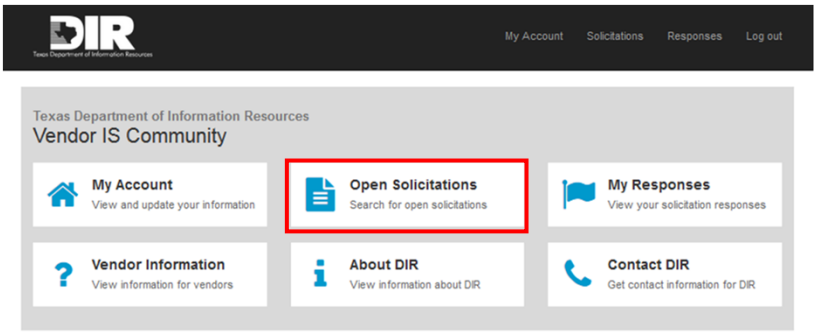
Bid Submittal

- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

11

Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



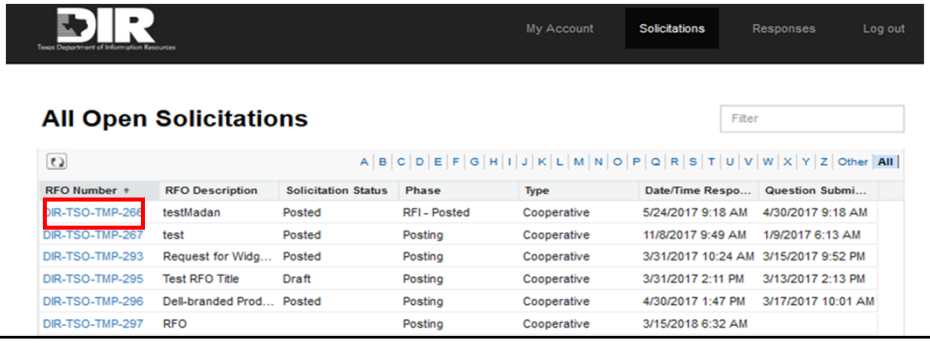
The Vendor BidStamp Guide and the presentation are posted on DIR's website on the Information For Vendors page.
http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

12

Creating a New Response

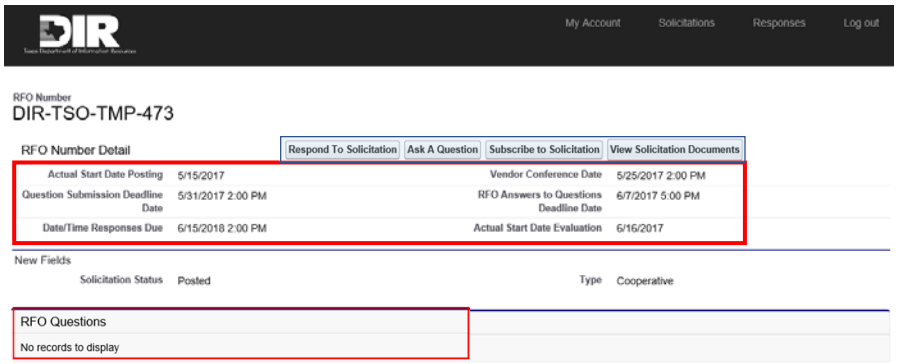
To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-TSO-TMP-419**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



13

Creating a New Response, *cont.*



This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.

14

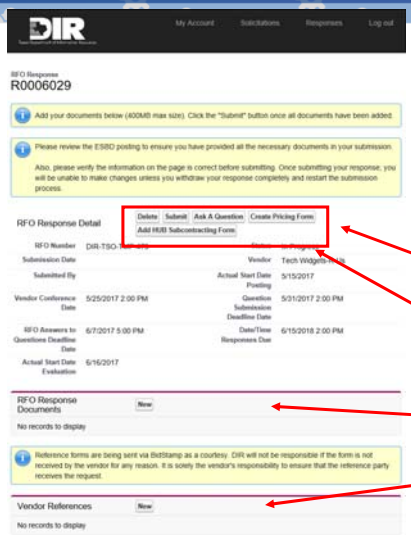
Creating a New Response, *cont.*

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response)**: Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as **"View Response"** and allow you to resume your progress on an existing RFO response.
- **Ask A Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.

15

Respond to a Solicitation



"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. *(reference Vendor Guide Section 5.7)*
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. *(reference Vendor Guide Section 5.6)*
- **Add (or Edit) HUB Subcontracting Form:** Complete an automated version of the HSP form. Note: Vendors must also print, sign, and upload the signed HSP. *(reference Vendor Guide Section 5.4)*
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response *(reference Vendor Guide Section 5.5)*
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBD *(reference Vendor Guide Section 5.2)*
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference *(reference Vendor Guide Section 5.3)*

16

RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

- DIR may make multiple awards from this RFO.

17

Exhibit D - HUB Subcontracting Plan (Bid Package 1)

*The HSP form is automated in BidStamp Vendor Information System (VIS). **Vendors will complete the form in BidStamp, print, sign, and upload the signed HSP in the VIS portal.**

18

Bid Package 1, Exhibit D – HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan (Bid Package 1)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified per TAC Rule** §20.285
- 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
- Vendors must complete a **new** HUB Plan and a good faith effort for this procurement

19

Bid Package 1, Exhibit D – HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

20

Bid Package 1, Exhibit D – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) 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 with RFO submittal

21

Bid Package 1, Exhibit D – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

22

Bid Package 1 – HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to **seven (7) working days** before the RFO submittal.

Lynn Sanchez **512-463-9813**	**Theresa Williamson** **512-475-4638**

Email: dir.hub@dir.texas.gov

23

Electronic and Information Resources (EIR) Accessibility Forms

Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities, and to obtain credible evidence of vendor's or manufacturer's capability or ability to produce accessible EIR products and services.

This RFO includes requirements for the accessibility related forms below

1. Voluntary Product Accessibility Templates (VPATs)
   - For all Commercial Off the Shelf (COTS) offerings included in the response
2. Vendor Accessibility Policy Assessment Form
   - Required for all vendors

24

Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
  - utilize ITIC VPAT template form.
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

25

Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

Note: Form (excel file) should be completed and returned in its original format

26

Additional Information regarding EIR Accessibility and VPAT Forms

- **EIR Accessibility Website**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- **PDAA Maturity Model**
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- **Additional Information**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

Jeff Kline
Program Director
Statewide Electronic and Information Resources (EIR) Accessibility

Email: jeff.kline@dir.texas.gov 512/463-3248

27

RFO Contents

Bid Package 1 – RFO DIR-TSO-419 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing Index and Instructions

Bid Package 3 – DIR Sample Contract for Products and Services

Bid Package 4 – Standard Terms and Conditions for Product Contracts

Bid Package 5 – Master Operating Lease Agreement

Bid Package 6 – Master Leasing Agreement

Bid Package 7 – Declared Disaster Agreement

Bid Package 8 – Vendor References

Bid Package 9 – Voluntary Product Accessibility Template (VPAT)

Bid Package 10 - Policy Driven Adoption Assessment (PDAA)

28

Bid Package 1

- Bid Package 1 – RFO DIR-TSO-419
  - Scope
  - General Information
  - Submission requirements, etc.
  - Evaluation, Negotiations, and Award
  - Exhibit A, Vendor Information Form
  - Exhibit B, Vendor History and Experience
  - Exhibit C, Contract Marketing and Support Plan
  - Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.)

29

RFO Scope

Section 3. Scope

DIR intends to contract with qualified Vendors to provide:

- Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services;
- Document Imaging Services/Solutions; and
- Enterprise Content Management (ECM) Products, Software and Services

Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.

30

RFO Scope, cont.

- **Third Party Products** are those hardware, peripherals, accessories and software manufactured or published by other manufacturers or publishers that may be used as an attachment or embedded within the Vendor solution to create, enhance or extend the functionality of the product or services within scope of this RFO. All third party products will be awarded at the discretion of DIR.

31

Term of Contract

Section 3.6.2 Contract Term and Automatic Renewal

The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.

The Initial contract term will be two (2) years, renewable automatically in one (1) optional two-year renewal term and one (1) optional one-year renewal term under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

32

RFO Schedule

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

33

Evaluation Criteria

- **RFO Section 5.1 – Evaluation of Responses**
  - Incomplete response package will be rejected
  - The financial review (**DUNs number**)and **HSP** review are on a pass/fail basis.
  - Only responses that receive the passing grade will proceed to the next evaluation phase.

- **RFO Section 5.2 – Evaluation Criteria**
  - Pricing – 45%
  - Vendor History and Experience and Vendor References – 30%
  - Vendor's Plan for supporting Contract – 25%

34

Bid Package 1 – Exhibits A, B, &C

Exhibit A, Vendor Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent.** Complete cancelled contract references if applicable.

Exhibit B, Vendor History and Experience

- Respondent must provide a detailed response to each question detailing the Vendor's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Support Plan

- Respondent must provide a plan that describes the Respondent/Vendor's ability and strategy for promoting and supporting the contract, if awarded.

35

Bid Package 2 – Pricing

- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Bid Package 2 Pricing Sheet - All applicable *Entire Offering* tabs will be completed and saved as a PDF and upload into BidStamp.
- BidStamp – Vendors must enter the following items:
  - Category
  - **Brand (ONLY ENTER MPS, DIS or ECM)**
  - **Product Description**
  - **DIR Customer Discount % off MSRP**

36

Pricing – Volume Pricing

- Volume Discounts: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services.
- Aggregate Sales: If Vendor is proposing increased discounts based on total statewide aggregate contract sales, Vendor must list total contract dollar amount threshold, specific product and/or service or ALL, and discount percentage increase.
- **Vendors offering Volume Discounts should use the Bid Package 2 Excel spreadsheet format for all volume discounts.**
- Vendors will need save the entire EXCEL workbook as a PDF and upload into Bid Stamp.

37

Pricing - Volume Pricing

Department of Information Resources

Request for Offer DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET VOLUME DISCOUNT

COMPANY NAME: _____

Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY		
2-99 units	ABC	
100-500 units	ABC	
500+ units	ABC	

EXAMPLE

Additional Discount Based On Aggregate Sales					
Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: $50,000.00			*20.00%*	*(+) 5.00%*	*25.00%*

38

Bid Packages 3 and 4

- Bid Package 3 – Sample Contract for Products and Services
- Bid Package 4 - Standard Terms and Conditions for Products and Related Services Contracts
- **No exception**s may be taken to certain terms as indicated on the Standard Terms and Conditions
- **Any exception must be listed in Bid Package , Exhibit A, Item 11**.

39

Bid Packages

- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

40

Bid Package 8 – Vendor Reference Questionnaire

Bid Package 8 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 4.7.2 of the RFO. Vendors may send the questionnaire through BidStamp VIS.
- Instructions are included in Bid Package 8.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- **References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.**
- The Vendor may NOT submit the reference form to DIR.

- **Forms submitted directly by the vendor to DIR will receive a score of zero**.

41

Bid Package 8 – Vendor Reference Questionnaire

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Reques for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill ou and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be complete by the Vendor requesting reference information

EXAMPLE

Vendor Name _____

***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category** _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ **Ending Date** _____

Total Est. Contract Dollar Amount

42

Mandatory Submissions

RFO Section 4.7.1 – Mandatory Response Contents

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

- Exhibit A – Vendor Information (**signed**, scanned, uploaded into BidStamp)
- Exhibit A – **Canceled Contracts** – Attachments 1 and 2 (if applicable)
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D – HUB Subcontracting Plan **(SIGNED)**
- Pricing – Bid Package 2 (Automated Pricing Form in BidStamp VIS)
- Policy Driven Adoption Assessment (PDAA) – Bid Package 10
- Vendor's Service or Licensing Agreement, etc. (if any)
- Any addendum requirements – check the ESBD for these; Vendors do not receive notice

43

Questions

- Break (10 minutes)
- <u>Reference the Section Number and page number with your submitted question.</u>
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

44

Reminder

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to solicitation number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

45

Reminder

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

46

Conference Closing

- All questions, inquiries must be directed to Carrie Thomas

Carrie Thomas

Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

47

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 2

This Addendum #2 to Request for Offer DIR-TSO-TMP-419

1. Correcting the answer to Question #48.
2. Correcting the answer to Question #49.

Questions and Official Answers:

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: No, the Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Yes, as long as the Offshore resource(s) performing back office activities do not have access to Customer Data. Further, Respondents should consider the requirement to provide service, sales and support resources to serve the Customer. Such support should be available during the Customer's normal business hours.

End of Addendum 2

Commissioners Court - Regular Session **33.**

Meeting Date: 10/19/2021

Sharp Electronics Corp. Copier Lease Agreement for Commissioner's Court

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corp. for one (1) copy machine for the Commissioner's Court at a monthly fee of $117.87 plus overages, pursuant to the DIR-CPO-4433 contract.

Background

The approval of this agreement will benefit the County Commissioner's Court with a new copy machine. This is an agreement for 48 months, with a monthly charge of $117.87, plus overages to be charged at $0.0070 each. Agreement includes 1500 copies per month, delivery, installation, training, parts, labor, toner and staples. The line item expenditure is 01.0100.0401.004621. The department point of contact is Connie Odom.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Lease Agreement CC Redacted

DIR contract and associated docs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 09:47 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:51 AM
Form Started By: Mary Watson		Started On: 10/08/2021 03:49 PM
Final Approval Date: 10/14/2021		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	10/01/21
Quote No:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County Commissioners Court	Williamson County Commissioners Court
	Commissioners Court
710 Main Street, 1st Fl.	710 Main Street
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Connie Odom	Phone:	512.943.1663
		E-Mail:	connie.odom@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL
Dealer Authorized Signature MDLeonard 10/01/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL

Item	Description	QTY		Cost/Mo.
1	Sharp MX-M4071; 40 ppm Digital Copier w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer			$117.87
	MX-DE25N; Stand w/ (1) addt'l 550 Sheet Paper Drawers			
	MX-FN27N; Inner Finisher			
	MX-FX15; Fax Kit			
	Includes: 1,500 copies/mo.; Overages @ $0.0070 ea.			
	Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			
	State of Texas DIR 48 Month Lease		Monthly Total	$117.87

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Sharp Electronics Corporation
DIR-CPO-4433 Appendix C, Pricing Index (per Amendment 5)

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

Managed Print Services, Network Devices, Non-network Devices				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Volume Band M5	Sharp Black & White MFD	105-PPM High speed monochrome digital document system	MX-M1055	74.31%
Volume Band M5	Sharp Black & White MFD	120-PPM High speed monochrome digital document system	MX-M1205	73.84%
Volume Band M1	Sharp Black & White MFD	26 PPM B&W Workgroup Document System	MX-M2651	68.79%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3071	73.29%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3551	74.77%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3571	73.92%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4051	75.25%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4071	76.19%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5051	74.09%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5071	74.51%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6051	72.76%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6071	76.23%
Volume Band M4	Sharp Black & White MFD	75 PPM Monochrome Workgroup Document System	MX-M7570	78.25%
Volume Band M5	Sharp Black & White MFD	90-PPM High speed monochrome digital document system	MX-M905	75.31%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W - Desktop B/W Document System	MX-B376W	68.47%
Volume Band M2	Sharp Black & White MFD	45 PPM B&W - Desktop B/W Document System	MX-B476W	69.30%
Volume Band C1	Sharp Color MFD	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	MX-2651	69.80%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3071	74.86%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3551	74.16%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3571	74.65%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4051	76.80%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4071	77.03%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5051	74.98%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5071	78.23%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6051	73.56%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6071	74.44%
Volume Band C3	Sharp Color MFD	75/70 PPM B&W / Color - High Speed Color Document System	MX-7081	73.41%
Volume Band C3	Sharp Color MFD	70 PPM B&W / Color - High Speed Color Document System	MX-7090N	68.16%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8081	73.82%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8090N	69.58%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B351PL	49.33%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B352P	53.75%
Volume Band M3	Sharp Black & White MFD	55 PPM Desktop Monochrome Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-B557F	71.00%
Non- MFD	Sharp Black & White Printer	55 PPM Desktop Monochrome Printer	MX-B557P	70.08%
Non- MFD	Sharp Black & White Printer	70 PPM Desktop Monochrome Printer	MX-B707P	70.92%
Volume Band C2	Sharp Color MFD	35 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C357F	69.68%
Volume Band C2	Sharp Color MFD	40 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	40 PPM Desktop Color Printer	MX-C407P	69.04%
Volume Band C2	Sharp Color MFD	50 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C507F	70.87%
Non- MFD	Sharp Color Printer	50 PPM Desktop Color Printer	MX-C507P	70.03%
Non- MFD	Sharp Color Printer	60 PPM Desktop Color Printer	MX-C607P	70.80%
Volume Band M2	Sharp Black & White MFD	42 PPM Monochrome Multi-Function Ducument	MX-B427W	66.91%
Non- MFD	Sharp Black & White Printer	42 PPM Monochrome Printer	MX-B427PW	65.80%
Volume Band M2	Sharp Black & White MFD	46 PPM Monochrome Multi-Function Document	MX-B467F	68.43%
Non- MFD	Sharp Black & White Printer	46 PPM Monochrome Printer	MX-B467P	67.39%
Accessories				
CATEGORY		**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER/SKU**	**Discount % off MSRP**
Power Filter		15 AMP Power Filter	AR-D5133NT	26.55%
Power Filter		20 AMP Power Filter	AR-D5143NT	30.80%
Other		Stamp Unit	AR-SU1	55.33%
Stand		Deluxe Copier Cabinet	MX-25ABD	54.24%
Stand		Deluxe Copier Cabinet	MX-60ABD	49.58%
Connectivity		Sharp OSA Application Communication Module	MX-AMX2L	47.52%
Connectivity		Sharp OSA External Accounting Module	MX-AMX3L	48.39%
Other		Plockmatic Booklet Maker	MX-BM50	53.15%
Other		Business Card Feeder	MX-BTX1	58.73%
Other		Paper Cart	MX-CA10	60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
Other		Plockmatic Cover Feeder	MX-CF50	52.22%
Paper Drawer		500 Sheet Paper Feed Unit	MX-CS11	63.79%
Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33%
Paper Drawer		1 x 550 Sheet Paper Feed Desk Unit	MX-DE25N	66.69%
Paper Drawer		2 x 550 Sheet Paper Feed Desk Unit	MX-DE26N	69.34%
Paper Drawer		3 x 550 Sheet Paper Feed Desk Unit	MX-DE27N	67.44%

Paper Drawer	550+2100 Sheet Tandem Paper Drawer	MX-DE28N	64.62%
Paper Drawer	1 x 550-sheet Paper Drawer	MX-DE29N	66.69%
Stand	Base Plate	MX-DS13	54.09%
Stand	Stackable Cabinet	MX-DS14	51.79%
Stand	Stand High	MX-DS22N	53.95%
Stand	Stand Low	MX-DS23N	54.09%
Power Filter	208-240V/20A Next Gen PCS Power Filter	MX-E524ZNT	40.81%
Connectivity	Compact PDF Kit	MX-EB11	50.21%
Connectivity	Mirroring Kit	MX-EB15	60.41%
Connectivity	Wireless LAN Adaptor	MX-EB18	49.63%
Connectivity	Compact PDF Compression Kit	MX-EB19L	50.21%
Connectivity	OCR Expansion Kit	MX-EB20L	55.00%
Other	Multi-folding Unit	MX-FD10	59.85%
Other	Plockmatic Square Folder	MX-FD50	53.00%
Finisher	Inner Finisher	MX-FN12	61.20%
Finisher	50 Sheet Staple Finisher	MX-FN19	53.79%
Finisher	50 Sheet Staple/15 Sheet Saddle Stitch Finisher	MX-FN20	54.86%
Finisher	100-sheet Staple Finisher	MX-FN21	59.81%
Finisher	100-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN22	60.08%
Finisher	50-sheet Staple Finisher	MX-FN24	59.64%
Finisher	50-sheet Staple/15-sheet Saddle Stitch Finisher	MX-FN25	60.03%
Finisher	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	MX-FN27N	70.82%
Finisher	1K Stacking Finisher	MX-FN28	58.69%
Finisher	1K Saddle Finisher	MX-FN29	58.02%
Finisher	3K Stacking Finisher	MX-FN30	56.30%
Finisher	3K Saddle Finisher	MX-FN31	57.12%
Finisher	Inner Finisher (30 sheet staple 300 sheet stack)	MX-FN32	61.20%
Finisher	Inner Finisher	MX-FN33	71.78%
Finisher	3K Stacking 65-sheet Staple Finisher	MX-FN34	56.30%
Finisher	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN35	57.12%
Security	Data Security Kit	MX-FR53U	48.01%
Security	Data Security Kit	MX-FR54U	48.01%
Security	Data Security Kit	MX-FR55U	48.02%
Security	Data Security Kit	MX-FR58U	48.02%
Security	Data Security Kit	MX-FR60U	42.34%
Security	Data Security Kit	MX-FR61U	42.17%
Security	Data Security Kit	MX-FR62U	42.17%
Security	Data Security Kit	MX-FR63U	42.17%
Security	Data Security Kit	MX-FR64U	42.34%
Fax	Internet Fax Kit	MX-FWX1L	62.91%
Fax	Facsimile Expansion Kit	MX-FX15	76.86%
Other	3-Hole Die Set	MX-GBC03	51.84%
Other	11-Hole VeloBind Set	MX-GBC11	52.17%
Other	19-Hole CombBind Die Set	MX-GBC19	52.17%
Other	21-Hole WireBind Die Set	MX-GBC21	52.17%
Other	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	44-Hole Color Coil Die Set	MX-GBC44	52.17%
Other	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC51	52.80%
Other	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC52	52.77%
Other	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC53	52.26%
Other	GBC SmartPunch ProTM	MX-GBCX2	50.79%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette	MX-LC12	57.20%
Large Capacity Paper Drawer	5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-LC13N	60.40%
Large Capacity Paper Drawer	3,000 Sheet Large Capacity Tray	MX-LC17N	65.80%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette (Letter)	MX-LC18	65.80%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-LC19	56.98%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-LCX3N	56.98%
Other	Long Paper Tray (For use with Banner Paper)	MX-LT10	60.30%
Other	100 Sheet Multi- Bypass Tray	MX-MF10	82.11%
Other	500 Sheet Multi- Bypass Tray	MX-MF11	58.61%
Other	100 Sheet Multi- Bypass Tray	MX-MFX1	82.11%
Other	Plockmatic Interface Kit	MX-PCB50	53.35%
Other	Fiery Print Server	MX-PE11	56.09%
Other	Fiery Print Server	MX-PE12	56.14%
Other	External Fiery Color Print Server	MX-PE13	64.49%
Other	Embedded Fiery Color Print Server	MX-PE14	63.28%
Other	EFI Auto Trapping	MX-PEAT12	51.52%
Other	Fiery Central	MX-PECE1	53.18%
Other	Fiery Central 1-year Software Maintenance and Support Agreement	MX-PECEM	53.46%
Other	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement	MX-PECPM	53.49%
Other	Fiery Color Profiler Suite	MX-PECPS1	52.73%
Other	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-PECPSP	52.94%
Other	Fiery Compose Software	MX-PEFC	51.76%
Other	Fiery Impose Software	MX-PEFIS	52.75%
Other	Fiery Graphic Arts Package, Premium Edition Software	MX-PEGAP	53.22%
Other	EFI Removable HDD Kit	MX-PEHD11	52.51%
Other	Fiery Removable Hard Disk Drive	MX-PEHD13	52.08%
Other	EFI Hot Folders	MX-PEHF12	51.52%
Other	Fiery Impose + Fiery Compose Software Bundle	MX-PEIC	52.88%
Other	Image Viewer (B/W)	MX-PEIVB	52.75%
Other	Fiery JobFlow Software	MX-PEJF1	53.16%
Other	Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-PEJFM	53.46%
Other	Fiery JobMaster + Fiery Impose Software Bundle	MX-PEJI1	53.18%
Other	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement	MX-PEJIM	53.46%
Other	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	MX-PEJM1	53.06%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA)	MX-PEJMM	53.50%
Other	Centralized Workstation wiith 22" monitor, wireless keyboard and mouse	MX-PENXGL	52.90%
Other	Premium Centralized Workstation wiith 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	MX-PENXLS	53.07%
Other	EFI Productivity Package Software	MX-PEPP12	53.11%
Other	EFI Spot On	MX-PESO12	51.52%
Other	EFI ES-2000 Spectrophotometer	MX-PESP	52.08%
Other	Bar Code Font Kit	MX-PF10	57.92%
Connectivity	Post Script Expansion Kit	MX-PK13L	78.24%
Hole Punch	Punch Unit	MX-PN12B	55.04%
Hole Punch	3-Hole Punch Unit	MX-PN13B	56.83%
Hole Punch	3-Hole Punch Unit	MX-PN14B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN15B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN16B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PNX4B	56.40%
Connectivity	Direct Print Expansion Kit	MX-PU10L	55.63%
Connectivity	XPS Expansion Kit	MX-PUX1L	54.99%
Other	Fiery Interface board	MX-PX11	58.49%
Other	Fiery Interface board	MX-PX12	59.21%
Other	Fiery Interface Kit	MX-PX13	58.49%
Other	Paper pass unit for machine	MX-RB12N	52.54%
Other	Relay Unit	MX-RB13	60.21%
Other	Relay Unit	MX-RB14	60.21%
Other	Curl Correction Unit	MX-RB15	60.21%
Other	LCT Mounting Kit	MX-RB16	61.15%
Other	LCT Tandem Connecting Kit	MX-RB17	60.65%
Other	Curl Correction Unit	MX-RB18	60.21%
Other	Paper Pass Unit	MX-RB24	52.05%
Other	Paper Pass Unit	MX-RB25N	52.05%
Other	Paper Pass Unit	MX-RB26	52.05%
Other	Curl Correction Unit	MX-RB27	60.21%
Other	Status Indicator	MX-SL10N	60.74%
Other	5000-sheet High Capacity Stacker	MX-ST10	61.05%
Other	Trimmer Unit	MX-TM10	59.72%
Other	Plockmatic Trimmer	MX-TM50	53.00%
Tray	Right Side Exit Tray	MX-TR14	61.34%
Tray	Exit Tray Unit (right side)	MX-TR19N	50.99%
Tray	Job Separator	MX-TR20	51.27%
Tray	Right Side Exit Tray	MX-TR21	50.99%
Tray	Center Exit Tray	MX-TU14	60.30%
Tray	Center Exit Tray	MX-TU15	47.89%
Tray	Center Exit Tray Unit	MX-TU16	47.89%
Other	Utility Table	MX-UT10	50.99%
Other	Anti Tip Kit	MX-XB19	53.35%
Other	Plockmatic Rail Unit	MX-XB50	53.35%
Paper Drawer	550 sheet paper feeder	DX-CS11	53.80%
Paper Drawer	550-Sheet Tray (C607P)	MX-CS16	72.30%
Paper Drawer	550-Sheet Tray C407F, C507F, C507P	MX-CS17	72.30%
Paper Drawer	550-Sheet Tray (C357F, C407P)	MX-CS18	72.35%
Paper Drawer	2,200-Sheet Tray (C607P)	MX-CS19	72.13%
Paper Drawer	650-Sheet Duo Tray (C357F, C407P)	MX-CS20	72.35%
Paper Drawer	250-Sheet Tray (B557P, B707P)	MX-CS21	72.50%
Paper Drawer	550-Sheet Tray (B557F)	MX-CS22	72.13%
Paper Drawer	550-Sheet Tray (B557P, B707P)	MX-CS23	72.47%
Paper Drawer	2,100-Sheet Tray (B557F)	MX-CS24	72.21%
Paper Drawer	2,100-Sheet Tray (B557P, B707P)	MX-CS25	72.19%
Finisher	Inline Staple Finisher (C607P)	MX-FN37	72.41%
Finisher	Staple Finisher (B557F, B557P, B707P)	MX-FN38	72.61%
Finisher	Staple, Hole Punch Finisher (B557F, B557P, B707P)	MX-FN39	72.05%
Other	4-Bin Mailbox (B557F, B557P, B707P)	MX-MS10	72.61%
Other	Output Expander (B557P, B707P)	MX-TR22	72.47%
Other	High Capacity Output Expander (B557P, B707P)	MX-TR23	72.40%
Other	Fiery Automation 5 Year Subscription	MX-PEAM5Y	53.47%
Paper Drawer	550-Sheet Tray (B427W, B427PW)	MX-CS26	72.16%
Paper Drawer	250-Sheet Tray (B467F, B467P)	MX-CS27	73.05%
Paper Drawer	550-Sheet Tray (B467F, B467P)	MX-CS28	72.92%

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCELLANEOUS / OTHER

SUBCATEGORY	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Black & White	$0.0091
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Color	$0.0546
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-3051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Black & White	$0.0089

Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-4071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-6071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M2651 Cost per Copy Charge-Black & White	$0.0080
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M3551 Cost per Copy Charge-Black &	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3571 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5051 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5071 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6051 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6071 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M7570 Cost per Copy Charge-Black & White	$0.0058
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M905 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1055 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1205 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B376W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B476W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B351PL Cost per Copy Charge-Black & White	$0.0246
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B352P Cost per Copy Charge-Black & White	$0.0161
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557F Cost per Copy Charge-Black & White	$0.0107

Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557P Cost per Copy Charge- - Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-B707P Cost per Copy Charge- Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-C507P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Black & White	$0.0161
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427W Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427PW Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467F Cost per Copy Charge - Black & White	$0.0127
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467P Cost per Copy Charge - Black & White	$0.0127
Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price				
MANAGED PRINT SERVICES	**SUBCATEGORY**	**PRODUCT PART NUMBER/SKU**	**PRODUCT DESCRIPTION**	**Discount % off MSRP**
Managed Print Services and Network Devices, Non-Network Devices and Related Services	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%
Enterprise Content Management Products, Software, Services, and Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Software	Kayleigh Job Accounting (per MFP)	Track Print activities, set usuage limits, cost recovery	MX-SW310	49.78%
Software	Kayleigh Pull Print Option (per MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	Kayleigh Client Billing Option (per MFP)	cost recovery; track activities & cost; optimize printing resources for organization	MX-SW312	56.43%
Software	Single Embedded License - Includes Remote Installation, Training + 1yr Support	Single Embedded License - Includes Remote Installation, Training + 1yr Support	PCMF-SINGLEMFP	35.48%
Software	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	PCMF-SINGLEMFP-ADD-ON	35.48%
Software	2 Years of Additional Software Support Per MFP	2 Years of Additional Software Support Per MFP	PCMF-2YR-Support	35.57%
Software	Proximity Card Reader	Proximity Card Reader	PCMF-CRDRDR	35.53%
Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Price**
Related Services	Equipment Relocation	Relocation Fees	RELOCATION FEE	$350.00 + $1 per mile or actual freight charges
Related Services	Additional Training Session Fee	Additional Hourly End-User Training	TRAINING FEE	$125.00 per hour
Related Services	Network Services per hour	Network Services	n/a	$201.50 per hour
Related Services	Additonal Advanced / IT Training Cost by hours	Additonal Advanced / IT Training Cost by hours	n/a	$125.94 per hour
Related Services	Professional Services per hour	Professional Services	n/a	$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per hour	Additional End-User taining on Device and/or software	n/a	$125.94 per hour
Related Services	After hours technical phone support per hour	After hours technical phone support	n/a	$125.94 per hour

Sharp Electronics Corporation
DIR-CPO-4433 Appendix D Service Level Agreement

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4433 (Contract) and this Service Level Agreement (SLA or Agreement) with Sharp Electronics Corporation (Sharp) describes the support services provided by Sharp to eligible DIR Customers. In the event of a conflict between DIR Contract Number DIR-CPO-4433 and this Agreement, the DIR Contract will govern.

I. Equipment Performance

Equipment Downtime shall be computed from the time Sharp is notified of Equipment failure until the time in which the Equipment is fully operational.

Equipment Downtime due to lack of consumable Supplies *is not acceptable*.

Sharp will guarantee that the fleet of Devices for each DIR Customer will be operational at least 96% of the time, during Normal Business Hours.

Sharp will provide daily communication to the DIR Customer regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on backorder.

II. Preventative Maintenance

Sharp will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

III. Repair Parts

Sharp will guarantee the availability of repair parts for a minimum of five (5) years after the DIR Customer's Acceptance of any Device.

All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting contract, will conform to Manufacturer specifications.

Sharp will be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

Repair parts will be new. The replaced part is the property of the Customer and Sharp shall, first, offer the replaced part to the Customer.

IV. Service Zones

Sharp will adhere to the following Service Call Response Times based on the distance Sharp's authorized service provider's Base Location is from the DIR Customer:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Sharp arriving at the DIR Customer's location, with the following exception:

Sharp may charge different rates according to each Service Zone, in accordance with Appendix C Pricing Index.

V. Service Logs

Sharp will maintain a Service Log which describes the maintenance and repair Services provided for each Device.

A no-cost copy of Service logs/reports will be provided to the DIR Customer, within three (3) Business Days of a request by the Customer.

VI. Meter Read Invoicing

In order for Sharp to generate accurate invoices, DIR Customer shall provide meter reads within the Awarded Vendor(s) agreed timeframe.

Proper meter read information is required by the 20th of the following month for accurate service invoicing.

The Customer shall provide written notice of any such alleged invoicing issue and Sharp will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the DIR Customer will not be assessed any late fees for failure to submit payment by the invoice due date.

VII. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment. Sharp may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Sharp may charge DIR Customers a mutually agreed upon price for special rigging in the event a DIR Customer's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Awarded Vendor and DIR Customer prior to any Equipment relocation in Zone 1.

Sharp may charge for any fees incurred due to tolls.

Moves must be performed within thirty (30) calendar days of the DIR Customer's request. Request may be verbal or written, but Sharp must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the DIR Customer within three (3) Business Days of request. In the event that there will be a delay in these Services, Sharp shall communicate with the DIR Customer and agree on a mutually beneficial timeframe.

VIII. Reporting

Sharp will provide periodic reporting to all DIR Customers upon request. The reports shall be provided on a quarterly basis, or at the discretion of the DIR Customer.

The report shall include the following:

- Up-time percentage (%) per fleet of Devices;
- Number of Service Calls placed;
- Response Time per Device;
- Dates that Preventative Maintenance was performed, if applicable;
- Hours of end-user training performed; and
- Estimated end of Useful Life per Device, based on current usage.

The report may include, but not be limited to, the following:

- Location of Devices;
- Click usage per Device; and
- EPEAT certification level of each Device

IX. Escalation Procedure

A multi-tiered approach to account management enables Sharp to provide an excellent problem resolution process and response time. Customer support starts at the Government Account Executive level. Jack Coons is ultimately responsible for all problem resolution. As the "quarterback" for the account, Jack will work closely with management and the Sharp Customer Support Team to ensure that issues are resolved quickly and efficiently.

The problem resolution process for service and maintenance, including escalation is described below.

Service Call required:

- Local key operator should call the local servicing Sharp location, (this will be provided on the label on the front of the copier).
- Local key operator will provide the service dispatcher the Sharp model number and equipment Serial Number.
- The Service Dispatcher will confirm the address and location of the equipment.
- The Service Dispatcher will ask for the name of the caller and the phone number.
- The Service Dispatcher will ask for details, if possible, regarding the problem. At the same time, the Dispatcher will try to solve any operational problems by phone.

If the problem cannot be solved, then a service call will be made. Local key operator will get a Service ID number. The technician will then call the end user and notify that the call has been received and will provide the estimated time of arrival. The technician will also discuss the problem with the end user and obtain information as to the condition of the equipment (i.e., is the equipment operable or is it totally down?). In many cases, the technician can walk the end user through the problem, such as a jam, and get the equipment up and running quickly. The technician will then, upon arrival, make the necessary adjustments to the equipment.

Once the necessary repairs have been completed, the technician will report back to the end user or Local Key Operator that made call with the status of the copier.

X. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Sharp, then Sharp will provide the DIR Customer with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable

XI. End-User Training

An initial, no charge, on-site, one-hour training session for each Device, will be offered by Sharp for all non-desktop Products placed at each DIR Customer's location. For drop-shipped or desktop Products, Sharp will offer an initial, one-hour, no charge, web-based, or on-line training session.

If DIR Customer elects to exercise the training option, then Sharp will provide the training within ten (10) Business Days of DIR Customer's request.

Sharp may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to order placement.

Sharp will provide on-site or off-site operational training to designated DIR Customer personnel until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to Order placement.

Sharp will provide product literature, user-manuals, and access to on-line resources, at no charge to DIR Customer.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. <u>Rent Payments</u>.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Amendment Number 1
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number 1 to Contract Number DIR-CPO-4433 ("Contract") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C – Pricing Index (per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on file

Name: Mike Marusic

Title: President and CEO

Date: September 23, 2019

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

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: September 25, 2019

Office of General Counsel: Initials on file September 24, 2019

Amendment Number 2
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **2** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 1),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 2)**, as attached.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 8/11/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/12/2020

Office of General Counsel: Mark Howard 8/11/2020

Amendment Number 3
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **3** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 2),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 3)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 11/5/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2020

Office of General Counsel: MH 11/18/2020

Amendment Number 4
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **4** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 1/25/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/28/2021

Office of General Counsel: M. H 1/28/2021

Amendment Number 5
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **5** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 4),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 5)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 5, then Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 3/25/2021

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

Authorized By: Signature on File

Name Hershel Becker

Title: Chief Procurement Officer

Date: 3/29/2021

Office of General Counsel: M. H. 3/26/2021

Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

Table of Contents

1. INTRODUCTION 1

1.1. Purpose 1

1.2. Background 1
1.2.1 Information Technology Acquisition 1
1.2.2 Texas Government Code, Section 2157.068 2
1.2.3 Cost Avoidance Performance Measures 3
1.2.4 Cost Recovery 3
1.2.5 Historical Sales 3
1.2.6 Current Contracts 3
1.2.7 E-Rate ..... **Error! Bookmark not defined.**
1.2.8 Exclusions 4

2. VENDOR INFORMATION SYSTEM (VIS) PORTAL - BIDSTAMP 5

2.1. Solicitation Response Requirement 5

2.2. VIS Account Request Process 5

3. SCOPE 5

3.1. Products 5
3.1.1 Pricing 16

3.2. Related Services 19

3.3. Emerging Technologies 19

3.4. Threshold and SOW Requirements 19

3.5. Electronic and Information Resources (EIR) Accessibility 20

3.6. Form of Contract 20
3.6.1 Sample Contract and Terms Negotiation 20
3.6.2 Proposed Changes and Exceptions 21

4. GENERAL INFORMATION 21

4.1. Point of Contact 21

4.2. Contact with DIR Staff 22

4.3. Anticipated Schedule 22
4.3.1 RFO Schedule 22
4.3.2 Vendor Conference 22

4.3.3 Written Questions and Official Answers 23

4.4. Historically Underutilized Businesses 23
4.4.1 HUB Subcontracting Plan 24
4.4.2 HUB Continuing Performance 24
4.4.3 HUB Resources Available 24

4.5. Vendor Qualifications 25
4.5.1 Authorized Vendors 25
4.5.2 Federal Requirements 25
4.5.3 Vendor Performance and Debarment 26
4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures 26

4.6. Response Deadline and Submission Requirements 26
4.6.1 Official Timepiece 26

4.7. Response Format and Contents 26
4.7.1 Mandatory Response Contents 27
4.7.2 References 28
4.7.3 Accessibility of Electronic Response Documents 28

4.8. Rejection of Responses 28

4.9. Right to Amend or Withdraw RFO 28

4.10. Ownership of Responses 29

4.11. Public Information 29

5. EVALUATION, NEGOTIATIONS, AND AWARD 29

5.1. Evaluation of Responses 29

5.2. Evaluation Criteria 29
5.2.1 Pass/Fail Criteria 29
5.2.2 Weighted Evaluation Criteria 30

5.3. Oral Presentations, Best and Final Offer 30

5.4. Negotiations 30

5.5. Award of Contract 30

5.6. Vendor Protest Procedures 31

Exhibit A – Vendor Information Form

Exhibit B – Vendor History and Experience

Exhibit C – Contract Marketing and Support Plan

Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan

1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

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 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards 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 Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products 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 best 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; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; 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 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product 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/Device 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.

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 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 (FY) 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.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	**$1,969,587,916.75**	**$1,893,601,003.97**	**$1,807,846,260.33**

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately $7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	$121,968.06	$346,801.81	$609,869.07
Higher Ed	$4,919,693.19	$9,794,501.36	$9,302,583.49
K-12	$20,589,834.65	$31,613,469.11	$29,841,450.84
Local Government	$6,325,757.18	$12,076,426.32	$15,501,442.22
Out of State	$609,430.60	$4,114,099.87	$4,345,551.03
State Agency	$6,026,025.34	$5,659,844.47	$10,555,206.85
Total:	**$38,592,709.02**	**$63,605,142.94**	**$70,156,103.50**

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	$9,520,797.09	$6,103,336.06	$10,433,536.03

Enterprise Content Management (ECM) Products**,** Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

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

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via DIR's Applications Portal, and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:
DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other** pricing.

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
  Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.

- Change Management
  A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.

- Implementation and Project Management
  Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.

- Support Services for Output Devices Owned or Leased by Customer
  Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.

- Procurement and Support Services for Output Devices provided by Vendor
  Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.

- Maintenance
  Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services
  Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202 (Link: Texas Administrative Code). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services
  Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services
  Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract**.

- Asset Tracking
  Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes/Returns
  Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

  Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at https://comptroller.texas.gov/about/holidays.php (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

  Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refresher/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

  Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

  For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

  Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- End of Engagement/Transition Plan
  Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.

- Additional Services/Emerging Technologies
  Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.

- Pooling and Overages
  Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology		Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)		Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)			Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)			Selective laser melting (SLM)
	Digital Light Processing (DLP)			Selective heat sintering (SHS)
Type	**Technology**		**Type**	**Technology**
Wire	Electron Beam Freeform Fabrication (EBF3)			Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)			

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer's prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor's facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§ 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA). In addition, Vendors must also support Customer's processes for managing records' lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – Gov't Code 441.180-205 and rules 13 TAC 6
- Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)		Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)		Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC §202.26 or §202.76, as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver "best in class" Customer Service. Vendor's Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/ imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
    - document conversion;
    - records management and storage;
    - information governance;
    - transactional content management;
    - social content management;
    - online channel optimization; and
    - infrastructure content management.
    - Software as a Service for video, mobility, social, and cloud platforms.
    - Digital Asset Management
    - Archiving
    - Imaging
    - Business Process Management
    - Records Management
    - Document Management
    - Web Content Management

3.1.1 Pricing

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 related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2** - **BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.

    - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest".** Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
    - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
    - Document Imaging (**DIS**)
    - Enterprise Content Management (**ECM**)

  NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter **"MPS"**, **"DIS"** or **"ECM"** in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
    - BRAND
    - Product Number/SKU
    - MSRP
    - Discount % off MSRP
    - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
  - Managed Print Services, Network Devices, Non-Network Devices
    - Service Level Agreement "SLA Project/SOW"
    - Related Services
    - Accessories
    - Miscellaneous/Other

- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
  - Document Imaging
    - Miscellaneous/Other

- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
  - Enterprise Content Management
    - Related Services
    - Miscellaneous/Other

  Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. 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.

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

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel©) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

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

3.3. Emerging Technologies

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 DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
$50,000.01 to $1,000,000,00	Three (or all DIR Vendors in a category with less than three vendors)
$1,000,000.01 to $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on DIR's website.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: 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 the **sample** *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, http://www.txsmartbuy.com/sp

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (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 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.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations 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 *Standard Terms and Conditions for Products and Related 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.

4. General Information

4.1. Point of Contact

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

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

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 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.

4.3. Anticipated Schedule

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 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 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/2982423486435590147

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

DIR will provide conference and webinar attendees with an 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://www.txsmartbuy.com/sp. 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 during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. 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.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), http://www.txsmartbuy.com/sp. 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.

4.4. 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 2161.252(b), 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.

4.4.1 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 available in the BidStamp VIS. 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 uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 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.

4.4.3 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.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. 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.

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

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

1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher 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. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

2) Vendor 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. Vendor may also sell directly to Customers. 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. Signed letters of authorization must be submitted on Manufacturer/Publisher letterhead with original signature with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

4.5.2 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.

4.5.3 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://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

4.5.4 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 12 of Exhibit 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 DIR within the past five (5) years;
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 DIR. Disclosure of former state employees may be limited to the last five (5) years; and
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.

4.6. 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 solicitation response due date listed in section 4.3.1. No late responses will be reviewed**. No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 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 electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor.

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

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

1) **Vendor Information – Exhibit 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. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.

2) **Vendor History and Experience - Exhibit B of this RFO**
   Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.

4) **HUB Subcontracting Plan Forms – Exhibit D 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. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 4.4 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 signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) **Product Pricing**
   Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) **Signed letter(s) from the Manufacturer / Publisher,** on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer's / Publisher's products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. 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. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. 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 may 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.

4.9. 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-419 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. 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 RFO 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.

4.10. 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.

4.11. 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.

5. Evaluation, Negotiations, and Award

5.1. 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.

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
    a. A letter grade score of D or F in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
    c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

5.2.2 Weighted Evaluation Criteria

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

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).

5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and 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.

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 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.

5.5. 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 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, 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.

5.6. 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

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit 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) Company Name: _____

2) Comptroller of Public Accounts 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) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:

Fax:
Email:

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

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

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. 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).

11) List below by subsection all exceptions to the *Contract for Product and Services* and *Standard Terms and Conditions for Product and Services Contracts* **in redline form**. You must include the basis of your exceptions 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. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
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.

13) 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.**

14) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

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 Respondent's own program

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

16) 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
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Vendor Information – Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
Manufacturer Letters, Section 4.5.1	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign and upload)	
Pricing Form (BidStamp VIS Portal)	
Accessibility Documentation (PDAA), Section 3.5 RFO Requirement	
Service Agreement(s) *(if applicable)*	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-TSO-TMP-419; 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) To the extent applicable to this scope of this Solicitation, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services offered in the response to this solicitation number DIR-TSO-TMP-419;
iv) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
v) 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;
vi) 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;
vii) 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;
(viii) 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;
(ix) 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;
(x) 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);
(xi) 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;
(xii) 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; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

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

(xvi) 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;

(xvii) 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;

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

(xix) 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

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

(xxi) Respondent certifies that there have been ☐ **yes** / ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response; and

(xxii) Vendor represent and warrant as required by Texas Government Code section 2270.002, by executing this Contract, that Vendor does not, and will not during the term of this Contract, boycott Israel. Vendor further certifies that no subcontractor of the Vendor boycotts Israel, or will boycott Israel during the term of this Contract. Vendor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

*** Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the:

Texas Department of Information Resources
Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit B
Vendor History and Experience

1) Provide a **detailed** history of your company.

2) Provide the number of years your company has sold the products/services proposed in your response to this RFO.

3) Provide the number of years your company has sold the products/services proposed in your response to this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services proposed in your response to 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.

5) 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 the same products/services requested in this RFO.

_____Yes _____No

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

6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the 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.

7) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit C
Contract Marketing and Support Plan

Vendor must provide a 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 the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.

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

3) Provide the projected total sales of the 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.

4) Do you have other existing DIR Contracts? If yes, list those existing DIR contracts, and explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) 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. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Texas Department of Information Resources

DIR-TSO-TMP-419 Bid Package 1
Exhibit D

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

Rev. 2/17

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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB 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 (i.e., employees, supplies, materials and/or equipment), 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

<u>Continuous Contract</u>:** ***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, to include 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.

Rev. 2/17

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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years.	**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 https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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 #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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 do not have a continuous contract* in place for more than five (5) years.	**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 #: DIR-TSO-TMP-419

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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 the attachment.

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

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 the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its 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*, 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 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

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

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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. 2/17

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, §20.285 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 §20.282(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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

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 _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, 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, §20.282(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
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimilie Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
BID PACKAGE 2 - PRICING INDEX

Instructions

CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED BELOW.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
!! IMPORTANT!! For this category only enter "MPS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then add it as a row on the BIDStamp VIS Price Form. Add rows for the lowest-priced product and the highest-price product (if you offer both) in multiple rows for the M1 Volume Band in the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: A product number/SKU must be entered
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 3 - ENTIRE PRODUCT OFFERING - MPS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
TAB 3 - ENTIRE PRODUCT OFFERING - MPS - is not entered in the BidStamp VIS; it is entered in the tab titled "3 - Entire Product Offering - MPS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.

3) **For all Tabs above - Price to DIR Customer shall include all Shipping and Handling or Transport fees.**

4) **For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.**

5) **IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP**

DOCUMENT IMAGING SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
IMPORTANT!! For this category only enter "DIS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a Microfilm (Digital Archive Writer), then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a Microfilm (Digital Archive Writer), then add it as a row on the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: For DIS PRODUCT PART NUMBER/SKU: if Vendor do not have an assigned Product Part Number/SKU, enter "Services". If providing Service/Solution vendor is listed as Manufacture.
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 4 - ENTIRE PRODUCT OFFERING-DIS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
Vendor will provide a MSRP price list of Services/Solutions being proposed
Discount range (e.g., 0% - 99%) is not allowed.

	TAB 4 - ENTIRE PRODUCT OFFERING - DIS - is not entered in the BidStamp VIS; it is entered in the tab titled "4 - Entire Product Offering - DIS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.
3)	For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP

ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES

1)	TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing. DIR has provided Examples, followed by rows below the Examples,which list specific Product Categories for your pricing. IMPORTANT!! For this category only enter "ECM" in the BRAND Column !! IMPORTANT !! PRODUCT PART NUMBER/SKU: A Product Part Number/SKU must be entered Discount range (e.g., 0% - 99%) is not allowed.
2)	TAB 5 - ENTIRE PRODUCT OFFERING - ECM - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Vendor will provide an MSRP and Discount for EACH item that they wish to offer on their contract. If a product is not listed it may NOT be offered on their contract. Discount range (e.g., 0% - 99%) is not allowed. Product/Services detail list Pricing information is not entered in the BidStamp VIS. TAB 5 - ENTIRE PRODUCT OFFERING - ECM - is not entered in the BidStamp VIS; it is entered in the tab titled "5 - Entire Product Offering - ECM" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment. The Entire Product Offering is not entered in the BidStamp VIS; it is entered in "5 - Entire Product Offering - ECM" tab and submitted in BidStamp VIS as an EXCEL spreadsheet in the tab 5 format.
3)	For all Tabs above - Price to DIR Customer shall include all Shipping, Handling and Transport fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP
	TAB 6 - VOLUME DISCOUNT SHEET- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the service must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount. For example: ABC Service, 1-5 Units - 10.00% - (two decimals) ABC Service, 6-10 Units - 20.00% - (two decimals) ABC Service, 10+ Units - 30.00% - (two decimals) All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the tab 6 EXCEL spreadsheet format as an Attachment.

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT make any changes to the format of the grids. Insert additional rows as needed.

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)

CATEGORY	BRAND	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	MANUFACTURER "Y" IF APPLICABLE	RESELLER "Y" IF APPLICABLE	MSRP	Discount % off MSRP	UNIT
Volume Band M1 (Lowest Priced)	MPS	Nonac Copier Black and White	2 x 550 Sheet Paper Cassette, an 100-Sheet Stack Bypass, 512mb RAM, UFR II LT Printing, Network ScanGear, 10/100 Base TX Ethernet, USB 2.0 high speed connectivity and a drum unit	MKS345	Y		$1,000.00	30.00%	Each
Volume Band M3 (Highest Priced)	MPS	Copier Black and White	Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 4 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	DKE476		Y	$2,000.00	35.00%	Each
Volume Band C2 (Lowest Priced)	MPS	Copier Color	Digital Multifunction Copier, Standard Network Print & Scan, Duplexing, 100 Sheet Bypass, 2 x 550 Sheet Cassettes (L,L,L), 9" Wide Color Touch Screen Controlls, Scan to File / USB / Email, RADF, Stand	FIE873	Y		$3,000.00	40.00%	Each

	A	B	C	D	E	F	G	H	I	J
14	Non-MFD	MPS	Scanner	Scanner: Up to 4800 dpi optical resolution; 48 bit internal color depth; 8.5" x 11.7" maximum scan size; easy photo fix technology; advanced digital dust correction; 3-color RGB LEDs, Built-in Kickstand; High-speed usb 2.0 interface; photo scan software; 1 year warranty	JSLE8743	Y		$4,000.00	45.00%	Each
15	Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		$249.66	40.00%	Each
16	Non-MFD (Highest Priced)	MPS	3D Printer	Build Area: 2.36 x 1.77 x 3.94 in. (65 x 40 x 100 mm), XY resolution: 33 microns with patented grayscaling software, footprint: 9 x 9.5 x 24.2 in. (22.86 x 24.13 x 61.5 cm), electrical requirement: 110 VAC @ 3A, weight: 35 lbs (16 kg)	SOW09E		Y	$5,999.00	50.00%	Each
17	Volume Band M1 (Lowest Priced)		Copier Black and White							
18	Volume Band M1 (Highest Priced)		Copier Black and White							
19	Volume Band M3 (Lowest Priced)		Copier Black and White							
20	Volume Band M3 (Highest Priced)		Copier Black and White							
21	Volumen Band M5 (Lowest Priced)		Copier Black and White							
22	Volumen Band M5 (Highest Priced)		Copier Black and White							
23	Volume Band C2 (Lowest Priced)		Copier Color							
24	Volume Band C2 (Highest Priced)		Copier Color							
25	Non-MFD (Lowest Priced)		Facisimilie							
26	Non-MFD (Highest Priced)		Facisimilie							
27	Non-MFD (Lowest Priced)		Scanner							
28	Non-MFD (Highest Priced)		Scanner							
29	Non-MFD (Highest Priced)		3D Printer							
30	Non-MFD (Lowest Priced)		3D Printer							
31	**DOCUMENT IMAGING SERVICES**									
32	**IMPORTANT!! For this category enter "DIS" in the BRAND Column (See Example)**									
33	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
34	Imaging Services	DIS	Black and White Image Capture	Low (200 DPI)	Service	Y		$0.03	20.00%	Per Image
35	Imaging Services	DIS	Black and White Image Capture	High (400 DPI)	Service	Y		$0.04	30.00%	Per Image
36	Imaging Services		Color Image Capture	Medium (300 DPI)						Per Image
37	Imaging Services		Color Image Capture	Preservation >= 600 PPI						Per Image

	A	B	C	D	E	F	G	H	I	J
38	Imaging Services		Index Field - Type 1	Up to 15 Characters						Per Document
39	Imaging Services		Index Field - Type 2	31-45 Characters						Per Document
40	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Image
41	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Roll
42	Imaging Services		Microfilm Conversion	Conversion of microfilm to digital Images						Per Image
43	Imaging Services		Microfiche Conversion	Conversion of microfiche to digital Images						Per Image

	A	B	C	D	E	F	G	H	I	J
44	**ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES**									
45	**IMPORTANT!! For this category enter "ECM" in the BRAND Column (See Example)**									
46	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
47	Software	**ECM**	Digital Enterprise Mid Level Enterprise Content Management Software. Gartner Majic Quadrant rated. The solution can be hosted on premise or in the cloud, depending on the user's needs.	Software is a document management solution (DMS) that is suitable for companies of all sizes and in a wide range of industries such as accounting and financial services, manufacturing and health care.	SOFTWARE123	Y		$6,500.00	25.00%	Perpetual
48	Software	**ECM**	Mary Jane ECM offers integration with Salesforce, which gives users the ability to drag and drop and manage files from either system.	The system is accessible using mobile apps that can be used from a smartphone ot tablet.	TABLET123	Y		$2,000.00	33.00%	Annual Term
49	Software									
50	Software									
51	Software									

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - ENTIRE PRODUCT OFFERING MPS

You should list every product that will be offered on a contract. If it is not listed here it will not be included in the contract. BE SURE TO DETAIL YOUR PRODUCT DESCRIPTION.

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

CATEGORY	SUBCATEGORY	MODEL	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Lowest Model)	Copier Black and White	C0989					Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 1 GB Standard Memory (when UK-219 is installed), 50 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 4K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Highest Model)	Copier Black and White	VEA-3823					Includes: PS, PCL, and XPS Controller, 500-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 2 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Lowest Model)	Copier Black and White	BW 7777	$1,500.00	$1,300.00	$1,000.00	$800.00	Includes: PS, PCL, and XPS Controller, 1000-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 6 GB Standard Memory (when UK-419 is installed), 500 GB HDD, Standard USB 2.0 (supports local printing), Four USB 5.0 Host Ports, 12K Starter Toner and 120K Imaging Unit	$45,000.00	15.00%	$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Highest Model)	Copier Black and White	L - 246978	$3,800.00	$2,800.00	$2,300.00	$2,000.00	Digital MFP Copier, Standard Network Print & Scan, LED Print Heads, RADF, 1x530 Sheet Cassette L,L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	$225,000.00	20.00%	$181,350.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Lowest Model)	Copier Color	CL 9999	$2,000.00	$1,050.00	$1,000.00	$900.00	Digital MFP Color Copier, Standard Network Print & Scan, LED Print Head, 1x530 Sheet Cassette St-R to LG, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED, RADF, Duplexing	$100,000.00	25.00%	$75,562.50
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Highest Model)	Copier Color	L - 367894	$4,000.00	$2,100.00	$2,000.00	$1,800.00	Lease of L-36 Base model includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCLc / PCL 6 / PostScript network printing, Scan single-pass dual-sided color scanning, network scanning, 100-sheet doublesided single-pass feeder, auto duplexing, one 500-sheet paper drawer and 100-sheet bypass tray, developer and drum cartridges. Toner cartridges sold separately	$200,000.00	45.00%	$110,825.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	3D Printer	586-3D	$139.58	$93.00	$69.79	$55.83	1 form 2 3D printer, resin tank, build platform, finish kit, per-form software, 1 year warranty.	$3,350.00	20.00%	$2,700.10
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	Scanner	S-7870					SCANNER I1350 DESKTOP SCANNER, Color, Sheet Fed (Flatbed accessory available), 3000 pages per day, 600DPI Optical, 25PPM B&W/Color (1st 10 sheets @ 40PPM), USB 2.0/3.0 , 50 Sheet ADF (A4), EasyTouch & Capture SW, WARRANTY 3YR	$40,000.00	10.00%	$36,270.00

CATEGORY	SUBCATEGORY	BRAND	SKU / PART NUMBER	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: MPS	N/A	Project		Agency Growth Project		40.00%	Per SLA or SOW

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES RELATED SERVICES

RELATED SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
RELATED SERVICES	**EXAMPLE:** Training	N/A	4847		Copier Training per hour	$25.00	40.00%	$15.11
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES ACCESSORIES

ACCESSORIES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
EXAMPLE ACCESSORY	Document Feeder	Nonac	12345	$14.00	$12.00	$10.00	$8.00	Width : 51 mm to 216 mm (2" to 8.5") Length : 89 mm to 356 mm (3.5" to 14.0"), Thickness : 35 to 128g/m² (9 to 32 lb bond), Capacity (80g/m² paper) : 50 sheets or stacked to a height of 6.0 mm (0.2") (including curling)	$895.00	60.00%	$360.69
EXAMPLE ACCESSORY	Power Surge	John Doe Power Surge Co	3857					AMPS 15, Sentury, Plastic, Surge Strip, PN: 100190, Receptacles 6, Surge Suppression: Yes, Length Inches: 12; # OF Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	$95.00	45.00%	$52.64
											$0.00
											$0.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR NAME

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR NAME* (hereinafter "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 of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on December 7, 2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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 Level Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized

SAMPLE

Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, Appendix G, Appendix H, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix H, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may

SAMPLE

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 three quarters of one percent .75%. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

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

SAMPLE

7. Software License, Service and Leasing 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 D 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 D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. rder 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 Level Support 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,

SAMPLE

such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

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 NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of
General Counsel: _____

SAMPLE

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 2
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 3
   H. Proof of Financial Stability 3

5. Intellectual Property Matters 3

   A. Definitions 3
   B. Ownership. 4
   C. Further Actions. 5
   D. Waiver of Moral Rights. 5
   E. Confidentiality. 5
   F. Injunctive Relief 6
   G. Return of Materials Pertaining to Work Product. 6
   H. Vendor License to Use. 6
   I. Third-Party Underlying and Derivative Works. 6
   J. Agreement with Subcontracts. 6
   K. License to Customer. 6
   L. Vendor Development Rights 7

6. Product Terms and Conditions 7

   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) 7
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 7

7. Contract Fulfillment and Promotion 8

A. Service, Sales and Support of the Contract 8
B. Use of Order Fulfillers 8
1) Designation of Order Fulfillers 8
2) Changes in Order Fulfiller List 8
3) Order Fulfiller Pricing to Customer 8
C. Product Warranty and Return Policies 9
D. Customer Site Preparation 9
E. Internet Access to Contract and Pricing Information 9
1) Vendor Webpage 9
2) Accurate and Timely Contract Information 9
3) Webpage Compliance Checks 10
4) Webpage Changes 10
5) Use of Access Data Prohibited 10
6) Responsibility for Content 10
F. DIR Logo 10
G. Vendor and Order Fulfiller Logo 10
H. Trade Show Participation 10
I. Orientation Meeting 11
J. Performance Review Meetings 11
K. DIR Cost Avoidance 11

8. Pricing, Purchase Orders, Invoices, and Payments 11

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 11
B. Customer Discount 11
C. Customer Price 11
D. Shipping and Handling Fees 12
E. Tax-Exempt 12
F. Travel Expense Reimbursement 12
G. Changes to Prices 12
H. Purchase Orders 12
I. Invoices 13
J. Payments 13

9. Contract Administration 13

A. Contract Managers 13
1) State Contract Manager 13
2) Vendor Contract Manager 13
B. Reporting and Administrative Fees 14
1) Reporting Responsibility 14
2) Detailed Monthly Report 14
3) Historically Underutilized Businesses Subcontract Reports 14
4) DIR Administrative Fee 14
5) Accurate and Timely Submission of Reports 15

C. Records and Audit 15
D. Contract Administration Notification 16

10. Vendor Responsibilities 16

A. Indemnification 16
1) INDEPENDENT CONTRACTOR 16
2) ACTS OR OMISSIONS 16
3) INFRINGEMENTS 17
4) PROPERTY DAMAGE 17
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 18
C. Vendor Certifications 18
D. Ability to Conduct Business in Texas 20
E. Equal Opportunity Compliance 20
F. Use of Subcontractors 20
G. Responsibility for Actions 21
H. Confidentiality 21
I. Security of Premises, Equipment, Data and Personnel 21
J. Background and/or Criminal History Investigation 21
K. Limitation of Liability 21
L. Overcharges 22
M. Prohibited Conduct 22
N. Required Insurance Coverage 22
O. Use of State Property 23
P. Immigration 23
Q. Public Disclosure 24
R. Product and/or Services Substitutions 24
S. Secure Erasure of Hard Disk Products and/or Services 24
T. Deceptive Trade Practices; Unfair Business Practices 24
U. Drug Free Workplace Policy 24
V. Accessibility of Public Information 25
W. Vendor Reporting Requirements 25

11. Contract Enforcement 25

A. Enforcement of Contract and Dispute Resolution 25
B. Termination 25
1) Termination for Non-Appropriation 25
2) Absolute Right 26
3) Termination for Convenience 26
4) Termination for Cause 26
5) Immediate Termination or Suspension 27
6) Customer Rights Under Termination 27
7) Vendor or Order Fulfiller Rights Under Termination 27
C. Force Majeure 27

12. Notification 28

A. Notices 28
B. Handling of Written Complaints 28

13. Captions 28

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

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax 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 for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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) Webpage Compliance Checks

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

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage 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

Vendor and 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

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's 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 no more than two 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 to include reporting requirements. 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 may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. 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 and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the 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.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or 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 Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 identify a specific 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 Vendor and 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. Vendor will provide all required documentation at no cost.

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 are due on the fifteenth (15th) calendar day of the month following the month of the sale. 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 estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

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) The Vendor shall pay an administrative fee 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. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) 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.

c) 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 Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

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 seven (7) 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, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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) Prior to 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) 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;

(xii) 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;

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

(xiv) 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;

(xv) under Section 2155.006, and Section 2261.053, Texas 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;

(xvi) 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

(xvii) 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; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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 if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Exhibit A to the RFO and/or Section 10.C. (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 the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 the Customer.. 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 have an A rating and a Financial Size Category Class of VII from A.M. Best and are 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 $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. 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; and
d) Waiver of Subrogation

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 PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Security[1]s 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 or other contractual document or relationship 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 or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship 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 ten (10) 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

Appendix F

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and Related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-TSO-XXXX which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix F). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and

Example

any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. <u>Lease</u>.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

Example

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation

Example

of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments

Example

in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated

Example

to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time

Example

period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another

Example

location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of

Example

its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

Example

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an

Example

Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. <u>Representations and Warranties of Lessee</u>.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

Example

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

Example

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will

Example

comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon

Example

the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½ % per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated

Example

damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. <u>Notices and Waivers</u>.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

Example

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that

Example

this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Example

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	

Example

If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		

Example

What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

Example

Appendix G
MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-TSO-XXX, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the

Example

Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

Example

(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR- TSO-XXX on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result

Example

of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule

Example

Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the

Example

Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

Example

(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the

Example

Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination

Example

of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

Example

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a

Example

Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining

Example

Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

Example

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

Example

(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

Example

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of

Example

Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

Example

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through

Example

Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER**. Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii)

Example

repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts

Example

shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, offered to give, and does 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 this MLA and/or any Schedules executed hereunder;

Example

(ii) it 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, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has 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;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it 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,

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

(vii) 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 MLA;

(viii) Lessor 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;

(ix) as of the effective date of the MLA, 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;

(x) to the extent applicable to this scope of this MLA, Lessor 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;

Example

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

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

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has 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.

Example

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

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

Example

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

This Appendix H to DIR Contract Number DIR-TSO-*XXXX* contemplates the economical and timely repair/replacement/ or recovery of multifunctional networked copier equipment that is leased for 48-month or 60-month terms by the Customer (Lessee) from the Vendor (Lessor), for equipment having experienced inoperability, unserviceability, or condition damage that exceeds normal, wear and tear resulting from a declared disaster event ("Event") in the State of Texas. This Agreement is between the Customer and the Vendor and this agreement is not intended as an amendment to any lease agreement.

Monthly leasing prices for the Declared Disaster Equipment Recovery Program may be selected singly, for each piece of leased equipment and shall be identified by serial number. Monthly Declared Disaster Program leasing prices for 48 and 60-months shall be in accordance with DIR Contract Number DIR-TSO-XXXX Appendix C Pricing Index.

A Disaster Declaration is issued by the Governor of the State of Texas. Upon the issuance of a Disaster Declaration Proclamation in accordance with the authority vested by Section 418.014 of the Texas Government Code, *Vendor Name*, and *Customer Name*, in accordance with DIR Contract Number *DIR-TSO-XXXX* will abide by the following Equipment Recovery terms and conditions for property that a) is leased under DIR-TSO-*XXXX* in accordance with the Declared Disaster monthly pricing option, b) is documented as having been previously installed and operating for a minimum period of _____ months at the same location within a Texas county that is designated in the Disaster Declaration, c) having had no more than _____*(number)* late or outstanding payments during the entire lease term. Invoices that are in current dispute status or which have been in a previous dispute and resolved, do not count toward this (c) requirement.

Definitions

Event Date
The Event Date is the date that the disaster occurred.

Disaster Declaration Proclamation
A Disaster Declaration Proclamation for certain Texas counties affected by a disaster which is issued by the Governor of the State of Texas at https://gov.texas.gov/news/category/proclamation.

Initial Equipment Assessment Date
If the Event requires that an agency official pronounce the property as safe to access, after which the area in which the equipment under this Disaster Agreement is safely accessible, the calendar date that the physical equipment is safely accessible for assessment by Lessee is defined as the Initial Equipment Assessment Date.

Lessee Declared Disaster Service Call
The calendar date that a Maintenance and Support call (to the telephone number provided at the time of equipment installation) is initiated by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call.

Vendor Declared Disaster Service Call
The calendar date that a Maintenance and Support call is received by the Vendor that is identified as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words "Declared Disaster" which shall appear on all documentation thereafter.

Initial Vendor Assessment Date
The calendar date that the Vendor arrives on-site to assess the functionality and operability of each device identified by a Lessee Declared Disaster Service Call. The Vendor should arrive on-site within five (5) calendar days after receiving a Declared Disaster Service Call (excluding the date of the service call).

Recovery Plan
A written Recovery Plan initiated by the Vendor to the Lessee within five (5) calendar days after the Initial Vendor Assessment date. The Recovery Plan must be agreed, in writing, by both parties. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event.

Location

- Event Location – the Location at which the Event/Disaster occurred.
- Temporary Location – A physical location to which the agency has relocated their primary business due to the Disaster Event
- Recovery Location – The physical location to which recovery or remediation of equipment is delivered/installed.

Equipment Recovery/Replacement Terms and Conditions

General

Lessee shall continue submitting monthly lease payments during the time of the non-accessibility, throughout the repair/replacement Recovery (reinstall) process and then throughout the remainder of the lease term. All invoicing and payments shall be handled in accordance with Sections I. and J. of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-*XXXX*.

A Lessee may relocate to a Temporary Location during construction or repairs and may return to the original Event Location, or even to a new permanent location. The Vendor shall accommodate the Lessee in the installation and deinstallation of loaner or new equipment to the Temporary Location and in the final recovery of equipment at the Recovery Location.

Initial Equipment Assessment
Once the premises has officially been determined to be safe to access by an agency Facility or Security official, and the area in which the equipment under this Disaster Agreement is safely accessible, Lessee shall assess the equipment for operability. In order to qualify for this Program, equipment shall be non-functional or inoperable directly resulting from a Declared Disaster Event. In the event that non-operability of equipment is identified and assumed to constitute a Disaster Declaration Event, a Maintenance and Support call (to the telephone number provided at the time of equipment installation) shall be made by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words “Declared Disaster” which shall appear on all documentation thereafter. Lessee should retain the Confirmation Number for use when filing a written Declared Disaster Claim.

Vendor Assessment
Within five (5) calendar working days (exclusive of the date of the call) after the Vendor receives the Declared Disaster Service call, the Vendor shall arrive on-site to assess the functionality and operability of each device covered on the Declared Disaster Equipment Recovery Program.

Recovery Plan

Within five (5) calendar working days after the Vendor Assessment the Vendor shall and present a written Recovery Plan to the Lessee. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event at the earliest possible date, in order to minimize the Lessee's non-functionality equipment status. The Recovery Plan must be agreed, in writing, by both parties.

As each Declared Disaster Event is unique, below are examples for considerations to be made (as applicable):

- Are there facilities/construction repairs to be made as a result of the Event? Must the repairs be made before, or can they be made after equipment replacement?
    - Can the Lessee assist in expediting repairs? If so, how will they assist?
- Consider an interim operational status that will allow the Lessee to continue their business while new equipment or replacement parts/components are being ordered. Can the Vendor offer loaners?
- Where feasible, expedite the shipment of small to medium items (all handling, shipping and transport charges are borne by the Vendor).
- Vendor may consider shipping new or replacement equipment on a first available basis. An initial/temporary Recovery Plan could (stagger) include both loaner and replacement equipment.

At a minimum, equipment recovery shall be restored to a _____ % level within _____ calendar working days of the Initial Vendor on-site Assessment (first) arrival.

Vendor Obligations

All replacement, and new equipment shall be made with equipment that is equal to, or better than, the equipment being replaced.

All pricing for the monthly leased equipment shall be the same as the Declared Disaster pricing. All pricing for the continuance of Maintenance and Support Services shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index throughout the lease term.

All Copy Allowances and Overage charges on the Maintenance and Support Plan shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index.

Vendor is responsible for providing the following *at no cost to the Lessee*:
New and Replacement Equipment costs;
De-installation;
Installation
Parts and components costs;
Packing;
Shipping and Handling charges;
Transport charges and fees;
Labor;
Travel and lodging expenses;

Other Miscellaneous charges and fees associated with the Declared Disaster Equipment Recovery Program.

Lessee Obligations

Lessee shall provide the Vendor access to the premises Monday through Friday (less State Holidays) during normal working hours. If Vendor requests access to the premises during days or times that are outside of normal working hours and Lessee can accommodate without interruption to business, they shall endeavor to accommodate the Vendor.

Whenever Lessee is available to expedite the scheduling of facility or construction services that will impact the equipment recovery process, they shall expedite scheduling in order to allow quicker access by the Vendor.

If the Lessee has relocated their operation to a Temporary Location, and they require that a loaner be provided to this Temporary Location until such a time as the original building is reconstructed/repaired, the Lessee will be obligated to pay the difference in transport charges in excess mileage between the Event Location and the Temporary Location.

Claim

Lessee Claim Obligations

Lessee should initiate the filing of a claim within ten (10) calendar working days of the Initial Vendor Assessment conclusion.

Lessee shall provide a completed Claim consisting of the following documentation. A claim is not considered received until all of the following documentation has been received by the Vendor.

1. Provide documentation of having leased and operated equipment (Lease Agreement) for a minimum period of sixty days or *(enter other)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
2. Submit a Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
3. Complete Claim Form signed by agency head (Director or above).
4. Submit signed Recovery Plan (signed by Lessee and Vendor).

Any costs incurred by the Lessee during the interim of the Disaster Event until the Claim Acceptance Date by the Vendor is not reimbursable.

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

CLAIM FORM

Claim Number (Entered by Vendor) ⟶	
Declared Disaster Service Ticket/Confirmation Number (Entered by Customer/Lessee) ⟶	
Agency/Lessee name	Event/Disaster Date:
Street address	
City / State / ZIP code	
Customer/Lessee POINT OF CONTACT Name	
POINT OF CONTACT Telephone *(area code and number)*	POINT OF CONTACT E-mail

Contract Number:	
Vendor Company Name	
Vendor Point of Contact Name	
Vendor Point of Contact phone *(area code and number)*	Vendor Point of Contact E-mail

Equipment Mfgr and Model	*Equipment Serial Number*	*Equipment COUNTY, Bldg, street, city, state, zip*	*Is Equip inoperable? Yes or No*

Brief Description of Event and Damage

_____

_____

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

_____

_____

_____

Comments/Notes/Additional Information: _____

_____

_____

_____

_____

This Claim Approved by **Agency Director or above**: _____

Must be original, signed signature (not typed)

Type Name _____

Title: _____

Date Signed _____

Attach the following:

1. This claim form, completed and signed
2. Provide documentation of having leased and operated equipment listed above (Lease Agreement) for a minimum period of sixty days or *(enter other as pre-negotiated)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
3. A Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
4. A signed Recovery Plan (signed by Lessee and Vendor).

Bid Package 8

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Vendor References

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. 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: 419docmanagement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* 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 this reference and returned to DIR at 419docmanagement@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 Managed Print Services, Document Imaging or Enterprise Content Management Products and Services

1. Have you purchased any Managed Print Services, Document Imaging or Enterprise Content Management Products or from this Vendor in the past 2 years? 0. __No 1. ___Yes
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 or services provided to you? 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 MPS, Document Imaging or Enterprise Content Management Products and Services or related 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.

Request for Offer DIR-TSO-TMP-419
Bid Package 9

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offeror's will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date:

Name of Product:

Contact for more Information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other		

elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet		

that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Telecommunications products or systems which provide a function		

allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable		

with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall		

be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission,		

regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Self contained products shall be usable by people		

with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and		

restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to		

be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be		

46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.26 Desktop and Portable Computers – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the		

communication needs of end-users with disabilities.		

Return to the top of the page.

Texas Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Bid Package 10

Vendor ICT Accessibility Policy Assessment (PDAA)

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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 Catalog 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.)

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:

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
- 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.

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, 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,

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 **(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 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

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

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

(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:

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

· 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

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

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 (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

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 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

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

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

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

Bid Package 10
DIR-TSO-TMP-419

EXAMPLE

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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.
	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)

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

This Addendum #1 to Request for Offer DIR-TSO-TMP-419

1. Replaces Bid Package 1, Section 4.3.1 RFO schedule extending the RFO response due date and Vendor Reference due date to February 19, 2019 2:00 PM (CT)
2. Replaces Bid Package 1, Section 3.1, Paragraph 43;
3. Replaces first sentence of Bid Package 1, Section 4.7.1;
4. Replace Bid Package 1, Exhibit A Vendor Information, Item 10;
5. Contains questions and answers submitted in writing at the Vendor Pre-Bid Conference and Webinar, and to Carrie Thomas, the Purchasing Point of Contact.
6. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference Sign-In Sheet as an attachment to this Addendum #1; and
7. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference presentation slides as an attachment to this Addendum # 1.

---

1. DIR-TSO-TMP-419 Bid Package 1, Section 4.3.1 RFO Schedule is hereby replaced as follows:

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 19, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 19, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 19, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

2. DIR-TSO-TMP-419 Bid Package 1, Section 3.1 Products, paragraph 43 is hereby replaced with:

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

3. DIR-TSO-TMP-419 Bid Package 1, Section 4.7.1 first sentence is amended as follows: **VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

4. DIR-TSO-TMP-419 Bid Package 1, Exhibit A Vendor Information, Item 10 is hereby replaced with:

10. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies either via the BidStamp VIS Portal or directly via email. Instructions are included in **Bid Package 8**. 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).

Addendum 1

5. **Questions and Official Answers**:

1. Question: Are agencies able to procure digital print services through this vehicle?

Answer: This RFO does not include commercial digital print services. Texas state agencies procure digital printing services through the Comptroller's Statewide Procurement Division State Print Shop Web Portal.

2. Question: Will digital print and, or print mail going to be accepted under this cooperative contract as miscellaneous?

Answer: Print mail services are not included in this RFO. Refer to the Answer to Question 1 above, and Bid Package 1, Section 3. Scope. Print mail services are offered through DIR's Shared Technology Services (STS). STS is currently in the planning phase of a solicitation for **Data Center Services - Print, Mail, and Digitization** due to post in Summer 2019. Please see DIR's Current Contracting Initiatives page for more information.

3. Question: (Pg 6, Section 3.1) The RFO mentions scanning services, referred to as digital imaging and document imaging, and hardware with respect to Managed Print Services, but is silent on actual print services. We understand in the past, agencies used the CCG contract for printing services. Does the RFO consider the use of the contract for printing and/or digital printing services? Digital printing is defined as any printing not using plates to transfer an image or text.

Answer: Printing Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answer to Question 1 above.

4. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for offset printing services, defined as any printing that would use plates to transfer an image or text?

Answer: Offset Printing Services are not included in Bid Package 1, Section 3. Scope.

5. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for agency printing and any associated mail fulfillment services as well?

Answer: Primary Printing Services and Mail Fulfillment Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answers to Questions 1 and 2 above.

Addendum 1

6. **Question:** (Pg 6, Section 3.1; Pg 18 Section 3.1.1.1. Under "The Third Tab", Miscellaneous/ Other) If the answer is yes to any of the three previous questions, please indicate the pricing schedule for these services that DIR would prefer?

   Answer: The answer is No for questions 3, 4, and 5. Refer to the Answers to Questions 3, 4 and 5 above.

7. **Question:** Will the BidStamp VIS System allow multiple people to have an account from the same vendor?

   Answer: Yes, a single Vendor account may have multiple users.

8. **Question:** May multiple people from one company have access to the portal?

   Answer: Multiple users may have access to a single Vendor account.

9. **Question:** Can you partially fill out and log in later to continue?

   Answer: Yes, BidStamp allows Vendors to leave and return to their response to complete up to the due date and time of the response. DIR suggests selecting SAVE in each line item of the BidStamp pricing form before exiting.

10. **Question:** Are scanner manufacturers and software provided by responder considered 3rd party?

    Answer: Third party software is software that is not published by the manufacturer (as in an operating system/manufacturer application).

11. **Question:** Scanner manufacture (i.e. Kodak) and software developers (i.e. Docuware) each considered 3rd party vendors requiring submittal of documents for authorized vendors of these?

    Answers: Refer to the Answer to Question 10 above.

12. **Question:** Will a manufacture certificate be required for third party equipment?

    Answer: Vendors must provide proof that they are an authorized Reseller for each manufacturer's product proposed in their response. Refer to Bid Package 1, Section 4.5.1, 1).

Addendum 1

13. **Question:** General - Do out of state dealers need a letter of authorization to participate on contract?

    Answer: Vendors must be authorized to do business in Texas in order to have a contract with DIR.

14. **Question:** Exhibit B, Question 1, Detailed history, Is there a page limitation?

    Answer: No, use additional pages as needed.

15. **Question:** To make it easier to manage the product list, in other contracts pricing references have been set up with product category discounts. Will this not be the case for this contract? We have to list every single product for each product category that fits the contract?

    Answer: Yes, a complete response will list every product/service offered in Bid Package 2 in the appropriate tab (Entire Offering) and if it does not fall within one of the categories listed/formatted then, it should be offered/listed in the Miscellaneous/Optional category.

16. **Question:** Would you address changes (new ones and removing old ones) as it relates to this contract after contract award?

    Answer: DIR understands that products have a lifecycle. If awarded a contract, Vendor will work with their assigned DIR Contract Manager to edit their product offering on a schedule determined by DIR and Vendor. These scheduled changes may include, but are not limited to replacing obsolete products, adding enhanced or new versions, and deleting products. In addition, DIR will consider changes at the annual optional renewal term or per the emerging technology changes described in Bid Package 1, Section 3.3 Emerging Technologies.

17. **Question:** General Question: Under this contract award is software available as a stand-alone acquisition item to qualified entities or will software solutions only be allowed as an add-on to hardware purchases?

    Answer: Yes, as it relates to Bid Package 1, Section 3. Scope.

Addendum 1

18. **Question:** DIR-TSO-TMP-419- Bid Package 1- RFO- Please confirm that it is the intent of DIR to allow standalone software components on this RFO.

    Answer: Refer to the Answer to Question 17 above.

19. **Question:** Has the Master Operating Lease and or Master Lease been changed from the current lease under contract?

    Answer: DIR has no knowledge of the contract referenced in the question. The Master Operating Lease Agreement and the Master Lease Agreement for this RFO are posted as Bid Package 5 and Bid Package 6, respectively.

20. **Question:** Will DIR allow or add to lease agreement (MLA / MOLA) "Standard $1.00 Out Lease" structured program/option? Note: Customer would have option to transfer title of ownership at end of lease for $1.00.

    Answer: Yes, refer to Bid Package 6, Master Lease Agreement, Section 13. Purchase and Renewal Options; Location and Surrender of Equipment which discusses a Fair Market Value option.

21. **Question:** Will DIR allow or add to leasing agreements (MLA / MOLA) "Tax Exempt Municipal Lease" structured program/option? Note: This would require title of ownership to transfer to customer.

    Answer: Additional terms to the existing MLA or MOLA may be negotiated between the Vendor and customer as long as the proposed term(s) do not diminish DIR contract or DIR MLA/MOLA terms.

22. **Question:** How can we validate you have received the references?

    Answer: You may contact your references or have them cc: you when they submit to DIR.

23. **Question:** Who can we talk to for clarification on cancelled contracts?

    Answer: Questions should go to Carrie Thomas, as stated in section 4.1 of the RFO.

Addendum 1

24. **Question:** All questions submitted pertain to: DIR-TSO-TMP-419. Who can we talk to for clarification on cancelled contracts?

    Answer: Refer to the Answer to Question 23 above.

25. **Question:** Are there provisions for small businesses to be a prime on this contract?

    Answer: Any qualified Vendor able to provide products and/or services described in this RFO will be evaluated to move to negotiations. Vendors awarded a DIR contract will be considered as master contract holders. There are provisions for Resellers, Order Fulfillers and Subcontractors in Bid Package 1, Section 4.5.1 Authorized Vendors.

26. **Question:** RFO 3.1 PG 12 DIS, is a narrative required for any of the bullets? If so, where to put it in the proposal?

    Answer: The contents of Vendor's proposal must meet the requirements of the RFO, and are at the Vendor's discretion. It is in the Vendor's best interest to answer each question thoroughly.

27. **Question:** Is this contract specific to TX based vendors? If not, are there preferences TX based vendors have? Explain?

    Answer: No, refer to Bid Package 4, Appendix A, Section 3. Definitions, A. No preferences are given to Texas based Vendors.

28. **Question:** Are Texas-based vendors preferred for this contract?

    Answer: Refer to the Answer to Question 27 above.

29. **Question:** What if a customer wants to purchase ECM service/product but they do not want DCS product or service?

    Answer: DIR assumes that the Vendor's question refers to "DIS" and not "DCS". In that regard, each DIR Cooperative contract will have an Appendix C Pricing Index which will provide the Vendor's unique offering of products/services.

Addendum 1

30. **Question:** Is there an option to upload a single Excel or Word document or does each question need to be entered individually?

    Answer: Each question and each document should be submitted singly in the BidStamp Vendor Information System portal (VIS).

31. **Question:** Would it be acceptable to upload one single Word document with all completed RFO documents embedded within that one document or do all of the RFO documents and any additional documentation need to be separately attached one by one?

    Answer: No. Vendors should not embed any documents within the proposal and each document should be uploaded separately into the VIS portal.

32. **Question:** Could you please provide me with the link to the recorded webinar for the prebid conference from the Friday before Christmas?

    Answer: The webinar was not recorded. The Prebid Conference PowerPoint slides are attached to this Addendum 1.

33. **Question:** General - due to the complexity of the RFP, we request a 2 week extension do the due date.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

34. **Question:** DIR-TSO-TMP-419- Entire Bid Package-Would DIR consider offering an extension to this RFO?

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

35. **Question:** General Question: To provide DIR with a comprehensive response that considers all of your valued feedback, we respectfully request a two (2) week extension of current due date. Will DIR extend due date of February 4, 2019 to February 19, 2019?

    Answer: Refer to the Answer to Question 34 above.

Addendum 1

36. **Question:** DIR-TSO-TMP-419. Would DIR consider extending the period for vendors to pose questions to Thursday Jan 10th, 2019? This will allow respondents to further understand the RFO and accommodate for personnel who have been on vacation during this holiday period.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

37. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:22, Section Number: 4.3.1 RFO Schedule January 22, 2019 COB (CT) Estimate for posting answers to questions on the ESBD. Can DIR extend the RFP deadline to insure two weeks from the date of publication of the question responses? Responses could impact the ability of vendors to give DIR the best pricing possible.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

38. **Question:** Will the Department of Information Resources (DIR) please allow a second round of questions to clarify any of the answers provided from the first round of vendor questions? It is often the case that answers provided (in general) require additional clarification.

    Answer: The Due Date for all questions in the VIS Portal was January 7, 2019. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

39. **Question:** General - would DIR consider adding another round of questions and answers after this initial round?

    Answer: Refer to the Answer to Question 38 above.

40. **Question:** DIR-TSO-TMP-419- Entire Bid Package- Would the State consider allowing vendors to ask secondary questions to allow for additional clarification when needed?

    Answer: Refer to the Answer to Question 38 above.

Addendum 1

41. **Question:** General: What is the process for price adjustment over the term of the award? For example, a 3rd party software price change (up or down). Can new pricing be submitted as long as the discount rate remains the same?

    Answer: MSRP Pricing can be adjusted in accordance with manufacturer's suggested retail pricing. Throughout the life of the contract, the awarded Vendor may offer increased discounts off MSRP, but they may not decrease the discount off MSRP.

42. **Question:** Is it DIR's intention to post the sign in sheet for the pre-conference that was held on December 17th along with any notes regarding questions and answers? Thank you!

    Answer: The Sign in Sheet is attached to this Addendum 1. Refer to #5 of the Summary listed above.

43. **Question:** What is the estimated number of projects per month? (an average)

    Answer: Refer to Bid Package 4, Standard Terms and Conditions, Section 2. No Quantity Guarantees.

44. **Question:** What is the estimated number of pages for the average project? (an average)

    Answer: Each individual Customer project is based on the Customer's requirements.

45. **Question:** What is the minimum project size? Ex. 20 boxes (50,000 images)

    Answer: Refer to the Answer to Question 44 above.

46. **Question:** Where do you anticipate projects will be coming from? (office/locations)

    Answer: Any eligible DIR customer may purchase products and services offered on a DIR Cooperative contract.

47. **Question:** What is expectation regarding document transport? Will agency/office ship?

    Answer: Refer to the Answer to Question 44 above.

Addendum 1

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: Yes, as long as the data remains within the contiguous United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Refer to the Answer to Question 47 above.

50. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number 3.1 Products. Managed Print Services Examples. Technical Support

Regarding the Analyst services necessary to support Customers connecting their devices to their networks (if applicable) is remote (non-on site) services acceptable?

Answer: Yes, remote services are acceptable. Refer to the Answer to Question 48 above.

51. **Question:** RFO 3.3 page 19 "Vendor may propose such products and related services."

a. What is the process for a vendor to propose to DIR emerging technologies products/services for augmentation to the original solicitation?

Answer: Refer to Bid Package 1, Section 3.3 Emerging Technologies.

b. Would the emerging technologies products/services proposed by that vendor then undergo a bidding process amongst the other contracted vendors (assuming there were multiple contract awards)?

Answer: Refer to the Answer to Question 51 a. above.

52. **Question:** RFO 3.5 page 20 "..all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATS…"

a. During the Vendor Conference, vendors were instructed to upload the form as a Word document.

If links are used, should they be pasted into the VPAT Word document? Or, if the links should they be listed in the vendor's proposal, what section of the response should these links be placed under?

Answer: If a Vendor is using links to the manufacturer websites only, Vendors should include a word document titled "VPATs" with the list of links to the specific products that are included in the submitted Pricing Index. If Vendor is a manufacturer submitting the VPATs for the products, Word documents or PDF will be fine. The important thing is that all the VPATs that are submitted are accurate.

b. Page 20 / Section 3.5 - Please confirm that VPAT's are not required for services, only required for physical or electronic products.

Answer: VPAT's are only required for commercial off-the-shelf IT hardware or software.

53. **Question:** RFO 4.5.1 page 25 "Vendors who respond to this RFO must be one of the following:". Are the signed letter(s) of authorization required for vendors who are providing services (not reselling products)?

Answer: Yes, a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized Service Provider of Manufacturer's/Publisher's products.

54. **Question:** RFO 4.4.1 page 24 "…An original, signed paper copy of the HSP must be uploaded into BidStamp." and 4.7.1.4 page 27 "HUB Subcontracting Plan Forms"

Answer: Yes, all pages of the HSP must be completed, signed, scanned and uploaded to the VIS Portal.

Addendum 1

55. **Question:** During the Vendor Conference, it sounded like vendors are to fill in an HSP form within BidStamp VIS, then print it out, sign it, and then upload the signature page. Are all the pages of the HSP to be uploaded or just the signature page of the HSP?

Answer: Refer to the Answer to Question 54 above.

56. **Question:** Our proposal was arranged according to "Section 4.7: Response Format and Contents" from the Bid Package 1 RFO document; however, Bid Package 1 RFO Exhibit A doc also had a section of what to include (16A – Checklist for the RFO). Could you please confirm how our proposal should be organized?

Answer: Vendors must ensure that all mandatory requirements for this RFO are met per Bid Package 1, Section 4.7.1, even if they are not included in this checklist in Exhibit A, 16. Vendor must upload all required documents through the BidStamp VIS portal. A specific order of documents is not required.

57. **Question:** Reference document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 3, Section: 1.2.6 Current Contracts. DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. Enterprise Content Management (ECM) Products, Software and Services is a new category."

Will stand-alone contracts for software, Imaging and ECM remain active or be phased out? Can components from existing independent contracts be incorporated into an MPS solution or must they also receive an award under DIR-TSO-TMP-419?

Answer: Components from existing contracts cannot be incorporated into an MPS solution. DIR-TSO-TMP-419 is a new solicitation and has no relation to the existing contracts.

58. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 16, Section: 3.1 Products Enterprise Content Management (ECM)

Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content

types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

Can components from existing DIR contracts be incorporated into an ECM solution or must they also receive an award under this contract?

Answer: ECM has a Related Services element; if the Vendor offers a Related Service to an ECM product, it should be listed in the Entire Product Offering-ECM (Tab 5) of the Pricing Index. Additionally, refer to the Answer to Question 56 above and Bid Package 1, Section 3. Scope.

59. **Question:** Page 5 / Section 3.1. Please confirm that we can include products already existing in other contracts we want included in this contract.

Answer: A Vendor may propose any product and/or services that are listed in Bid Package 1, Section 3. Scope. In addition, the Pricing Index has a category titled Miscellaneous/Other for items that are not listed in Bid Package 1, Section 3. Scope, but are within the scope of the solicitation.

60. **Question:** Bid Package 1 RFO- Section 3.1 Scope Under Scope there are three categories listed, MPS, Document Imaging Services and Enterprise Content Management. Does the Section Under MPS allow for outright purchase of devices, (scanner, printer, MFP's, facsimile devices etc.) Section 3.1 page 10 references copiers, printers, and scanners.

Answer: Yes, direct purchases may be offered for this solicitation.

61. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section: 3.1 Products

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products.

Vendors use different nomenclatures to label their equipment. Please confirm your acceptance of this definition of manufacturing status as follows: None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished,

or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which model of new equipment is being provided, the District will be the first user of the equipment."

Answer: DIR does not accept the definition above. The scope is defined in Bid Package 1, Section 3.1. Vendors shall propose new products only.

62. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section Number 3.1 Products.

Regarding Equipment Manufacturing status. Does DIR have any issues with the equipment manufacturing definition? Equipment manufacturing status may change during the lift of the equipment. For equipment that is included in the DIR Final Award, what are the ramifications if equipment manufacturing status changes during the term of the contract?

Answer: If the life cycle of a product ends during the term of the contract, the Vendor may add the new version of the product to their existing contract.

63. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:6, Section: 3.1 Declared Disaster Optional Declared Disaster Equipment Recovery Program. If a vendor elects to participate in the disaster recovery program, must the service be offered on every device in the portfolio or can it be on a subset of available devices?

Answer: All products within the Optional Declared Disaster Equipment Recovery Program for 48 or 60 month leases must be offered. Vendors may elect to only offer their 60 month lease portfolio and/or their 48 month lease portfolio, however, a 48 month portfolio may not be offered without a 60 month lease portfolio.

64. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO- pg. 12, Consumables Supply Services-2. Would DIR consider the addition of the following language into 3.1 Products, Managed Print Services Examples, Consumable Supply Services: "This requirement does not apply to 3D systems. Customers shall order these supplies on an as needed basis."

Answer: No. For 3D Printers it is intended that the Vendor list the equipment and any accessories that they offer on separate lines; refer to Bid Package 1, Section 3. Scope.

Addendum 1

65. **Question:** Would it be possible to use a different font and/or color for our answers for the Exhibits so it is easier to differentiate between the Texas DIR questions and our responses?

Answer: Yes, as long as it is clear, and meets accessibility requirements. Vendor response documents should be submitted in a format that is accessible to people with disabilities. Vendor should refer to Bid Package 1, Section 4.7.3.

66. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO-Exhibit A- Item 10- Question ten of the DIR-TSO-TMP-419-Bid Package 1 RFO- Exhibit A, directs vendors to Bid package 5 for vendor reference questionnaire instructions, however the Vendor references are located in Bid Package 8. Please confirm that this question was meant to state Bid Package 8.

Answer: Yes, Bid Package 8 is titled Vendor References; refer to the Answer to Question 3 above.

67. **Question:** Exhibit A: Page 26/28: Section 11.B Termination, Item 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

Will DIR clarify that this term/condition does not apply to any and all executed lease agreements under this contract and only applies to the actual contract award?

Answer: If a Vendor offers to lease equipment on a DIR contract that is awarded to them, they will be bound first, to the terms and conditions of either the Master Operating Lease Agreement or Master Lease Agreement (MOLAs or MLAs, respectively) and then Bid Package 4 Standard Terms and Conditions.

68. **Question:** DIR-TSO-TMP-419- Bid Package 2- 11.B.3- DIR-TSO-TMP-419- Bid Package 2- 11.B.3 states, " 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. " Please clarify that this section only applies to the documents listed above and not the underlying lease agreements for the installed equipment.

Answer: Refer to the Answer to Question 67 above.

69. **Question:** Exhibit A Attachment 2 "This form must be completed/signed by respondent for each identified reference (cancelled contract references)". Can you please clarify what "cancelled contract references" means? Is this applicable only if a vendor's reference is from a cancelled contract?

Answer: The Vendor shall complete Exhibit A Attachment 2 if the Vendor has a cancelled contract. If Vendor has a cancelled contract, DIR requires a Point of Contact (POC) for that contract.

70. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Does DIR wish for responding vendors to delete information provided as "examples" and enter response data/pricing applicable to request?

Answer: Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

71. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Column D: Products/ Services Sub Description: Are vendors to create their own configurations or will DIR be providing minimum configurations for each of the volume bands requested? If there will be no minimum configuration requirements, are vendors to supply base unit pricing only and list every accessory item available separately?

Answer: The requirement within each Volume Band should be the lowest price of the base model equipment. Bid Package 2 Pricing Index Tab 2 does not require pricing for accessories.

72. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, MFD Copier/Printer Maintenance Plans/Prices. Where would an alternative price plan such as equipment flexible Rental program be placed on the price exhibit?

Answer: If a Vendor offers the rental of equipment, they shall submit a detailed description of the products/services in the Miscellaenous/Other category of Tab 3 – Entire Product Offering-MPS.

73. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, "Product Services Description"

Are there any other minimum specification or requirements other than the stated speed band?

Answer: No, the specifications and requirements are as defined in Bid Package 2 Pricing Index (Tab 2).

74. **Question:** Referencing Bid Package 2 – Based on the format on Tab 3 Entire Product Offering – MPS, how will DIR / Customer determine what accessories go with what models since the accessories are at the bottom of the page and not listed or requested within the volume bands of the MPS equipment?

Answer: If an accessory is sold separately it should be listed in the Accessories section. If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3).

75. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index- 3. Please clarify where DIR would prefer Vendors to include their CPC rates in the pricing submission on the BidStamp portal.

Answer: DIR does not require the submission of Cost per Click (CPC) rates in Vendor response to DIR-TSO-TMP-419. Copy allowances and CPC rates will be determined at the time of Negotiations.

76. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index,
Section: Tab #4, MFD Copier/Printer Maintenance Plans/Prices

MFD Copier/Printer Maintenance Plans/Prices - Is there a requirement and/or opportunity to include multiple equipment service options/plans (copy allowances etc.? Where would we put those in the price exhibit?

Answer: Maintenance should be submitted in the *Managed Print Services, Related Services* section of Bid Package 2 Pricing Index, Entire Product Offering -MPS (Tab 3). Refer to the Answer to Question 74 above.

77. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index-. If it is the intent of DIR to allow standalone software components, how should vendor's calculate ECM and software lease rates to submit as part of the response?

Answer: In regards to stand alone components, refer to the Answers to Questions 18 and 19 above. If the Vendor offers the lease of software it should be **detailed** in the Entire Product Offering-ECM (Tab 5), Miscellaneous/Other section.

78. **Question:** Bid Package 1 - RFO- SCOPE 3.1 Products - Does this offering include the options for outright purchase of supplies? If so, would these be entered under the miscellaneous/other category on the pricing template?

Answer: Supplies/Accessories should be listed in Entire Product Offering-MPS (Tab 3) under Accessories. Consumable products such as toner, and paper offered as standalone products are outside the scope of this RFO.

79. **Question:** Referencing Bid Package 2 – How are vendors to provide variably monthly lease rates/pricing? There is only one column provided for one monthly lease payment. (ie: FMV, Standard $1.00 Out, Tax Exempt Municipal Lease, etc.)

Answer: The Percent (%) Discount off MSRP that is offered at the time of proposal (if accepted) will remain fixed throughout the term of the contract. The MSRP may vary according to the manufacturer's published suggested retail price.

80. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide accessory pricing on tab 2 Bid stamp price sheet?

Answer: If an accessory is sold separately it should be listed in the Accessories section in Bid Package 2, Entire Product Offering-MPS (Tab 3). If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3). Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

Addendum 1

81. **Question:** Bid Package 2 Pricing Index - On the pricing index spreadsheet can you clarify where one would enter the pricing for those devices that would be an outright purchase.

Answer: Vendors should list their product offering in Bid Package 2, in the appropriate Entire Product Offering (Tab 3, Tab 4 and/or Tab 5). All items listed are for purchase unless otherwise indicated (as a lease).

82. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide both mono and color cost maintenance rates for proposed MFD's? How does DIR wish for vendors to provide or present maintenance pricing (cost per print or monthly volume inclusive maintenance programs, etc.).

Answer: To distinguish pricing between Mono and Color, they should be listed in separate rows. Refer to the Answers to Questions 77 and 78 above.

83. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab#6, "Volume Discounts"

Volume Discounts – Are the Quantity Bands/Revenue amounts/discount bands for volume discounts stated in the Price Exhibit examples and is it up to the vendor to determine/propose "Bulk Buy" discount criteria. Is the vendor limited to the specifics of the example included in TAB#6?

Answer: It is up to the Vendor to determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

84. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount: Are the quantities listed examples or actual ranges DIR wishes vendors to respond to? If only examples, are vendors to provide their own quantity ranges and applicable discounts?

Answer: The quantities listed are example and the Vendor will determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

85. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount/ "Additional Discount Based on Aggregate Sales": Is this item a requirement or optional?

Answer: Bid Package 2 Pricing Index, Volume Discount (Tab 6) is optional.

Addendum 1

86. **Question:** bid package 4, section B - would DIR consider modifying the reporting requirements to simplify the process?

Answer: DIR will not modify the reporting process in Bid Package 4, Standard Terms and Conditions, Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report.

87. **Question:** DIR-TSO-TMP-419 Bid Package 4 Appendix, pg. 32- 1. Please clarify if force majeure would apply to equipment payments, or would only payment for service be suspended?

Answer: As it applies to Bid Package 1, Standard Terms and Conditions, Section 11. Contract Enforcement, C. Force Majeure, all payments due from the Customer during the Force Majeure term will be suspended.

88. **Question:** Bid Package 8 - References - Can references includes companies / agencies outside of TX?

Answer: Yes, the Vendor selects the Reference then submits Bid Package 8 to the selected Reference.

End of Addendum 1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-419
Vendor Conference Sign-in Sheet
December 21, 2018 / 9:00 A.M. (CT)

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Edgar Antu	Strategic Partnerships, Inc	Eantu04@gmail.com	Yes
Webinar - Debb Atnip	CDWG	Debb.atnip@cdw.com	No
Webinar - Kevin Brooks	CTI – Cartridge Technologies	kevinb@ctimd.com	N/A
Webinar - Juan Celaya	Compu-Date International, LLC	jcelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jjcelaya@cdlac.com	Yes
Webinar - Jim Connolly	Xerox Corporation	James.connolly@xerox.com	No
Webinar - Ed Detwiler	NPC, Inc.	Ed.detwiler@npcweb.com	No
Webinar - Demetra Dickins	Kodak Alaris	Demetra.dickens@kodakalaris.com	No
Webinar - Scott Gorman	Xerox Corporation	Scott.gorman@xerox.com	No
Webinar - Tom Hay	DIR	Tom.hay@dir.texas.gov	No
Webinar - Bill Knapp	Compu-Data International, LLC	bknapp@cdlac.com	Yes

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Jeremy Knott	NPC	Jeremy.knott@npcweb.com	No

Webinar - Elizabeth Lopez	DIR	Elizabeth.lopez@dir.texas.gov	No
Webinar - Thomas Mandell	Xerox Corporation	Thomas.mandell@xerox.com	No
Webinar - Darren Morlando	Xerox Corporation	Darren.morlando@xerox.com	No
Webinar - Rasa Myers	Xerox Corporation	Rasa.myers@xerox.com	No
Webinar - John Paider	HMB	jpsifrt@hmbnrt.vom	zno
Webinar - Michelle Passarell	Xerox Corporation	Michelle.passarel@xerox.com	No
Webinar - Jerry Roberts	Muratec America	jroberts@muratec.com	No
Webinar - Ann Russo	Xerox Corporation	Ann.russo@xerox.com	No
Webinar - Blair Shaw	Ricoh	Blair.shaw@ricoh-usa.com	No
Webinar - Talan Tyminski	Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Webinar - Will Waterall	Precision Products, Inc.	waterall@precisionproducts.com	No
Webinar - Joe Yankle	Kodak Alaris	Joseph.yankle@kodakalaris.com	No

Webinar - Geri Pomerantz	Xerox Corporation	Geri.pomerantz@xerox.com	No
Webinar - Michael Wright	Canon USA Inc.	mwright@cusa.canon.com	No
Webinar - Anastasia Foerscher	Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Webinar - Ed Friel	Canon USA Inc.	efriel@cusa.canon.com	No
Webinar - Tammy Leger	Xerox Corporation	Tammy.leger@xerox.com	No

Mandy Hayden	Neubus, Inc.	mhayden@neubus.com	No
Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No

Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Vendor Pre-Bid Conference

December 21, 2018

9:00 – 11:00 (CT)

Texas Department of Information Resources

1

Introduction

Linda Hart, DIR **Phyllis Benitez, DIR** **Ray Infante, DIR**	**Jeff Kline, DIR**
Contract Manager Chief Procurement Office	**Program Director** Statewide EIR Accessibility
Kelly Parker, DIR	**CPO Staff, DIR**
Director, Cooperative Contracts Chief Procurement Office	**Webinar Coordinator** Chief Procurement Office

2

Agenda

- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Schedule
  - RFO Contents
  - Mandatory Submissions
  - Evaluation Criteria
- Break
- Questions
- Conference Closing

3

General Information

- Reference the RFO page number and Section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by 2:00 P.M. (CT), January 7, 2019.

4

General Information (continued)

- **Disqualification of Offers**
  - Failure to sign, scan and upload Vendor Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete, sign, scan and upload the Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to submit on or before due date and time
  - Contact with DIR employees regarding this RFO other than designated contacts
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**

5

General Information (continued)

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.

6

General Information (continued)

Contacts for inquiries regarding this RFO

Carrie Thomas – carrie.thomas@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker – kelly.parker@dir.texas.gov or Joan Scott – joan.scott@dir.texas.gov

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – dir.hub@dir.texas.gov
Theresa Williamson (512) 475-4638 – dir.hub@dir.Texas.gov

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline –(512) 463-3248 - jeff.kline@dir.texas.gov

7

DIR Cooperative Contracts

- DIR combines the buying power of DIR Customers to obtain volume-discounted pricing for IT products and services.
- Customer purchases through the Cooperative Contracts Program resulted approximately $5 billion for fiscal years FY2016 – FY2018. See Bid Package 1, Section 1.2.5, Historical Sales.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	$1,969,587,916.75	$1,893,601,003.97	$1,807,846,260.33

8

Threshold and SOW Requirements

Beginning September 1, 2017, the Threshold Requirements for IT Commodities (Hardware, Software and Services) are as follows:

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
More than $50,000 but not more than $1 million	Three (or all DIR Vendors in a category with less than three vendors)
More than $1 million but less than $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

State agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

9

Bid Submittal / VIS

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via **http://dircommunity.force.com/BidStamp** and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.

10

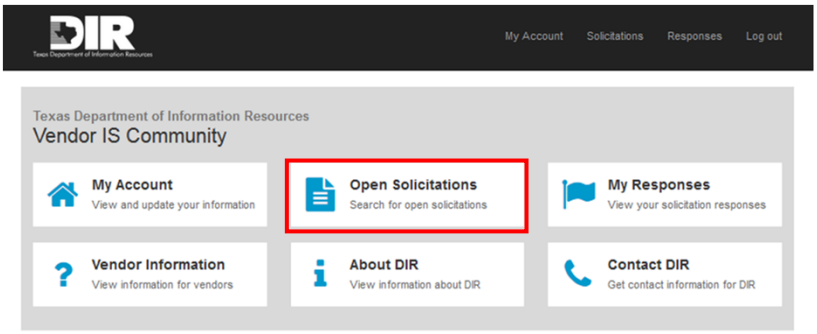
Bid Submittal

- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

11

Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



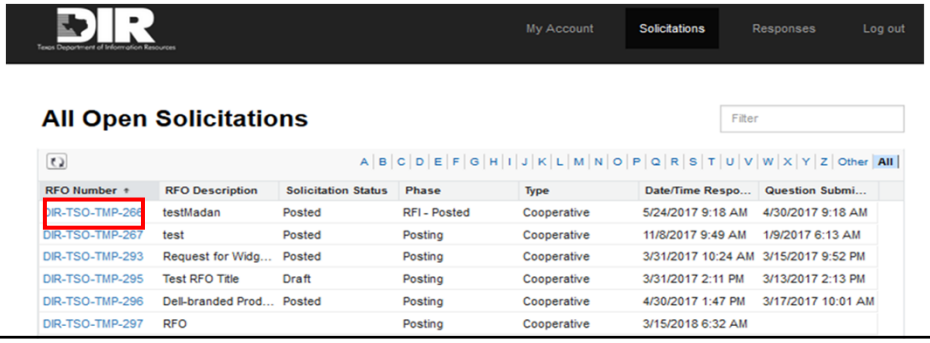
The Vendor BidStamp Guide and the presentation are posted on DIR's website on the Information For Vendors page.
http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

12

Creating a New Response

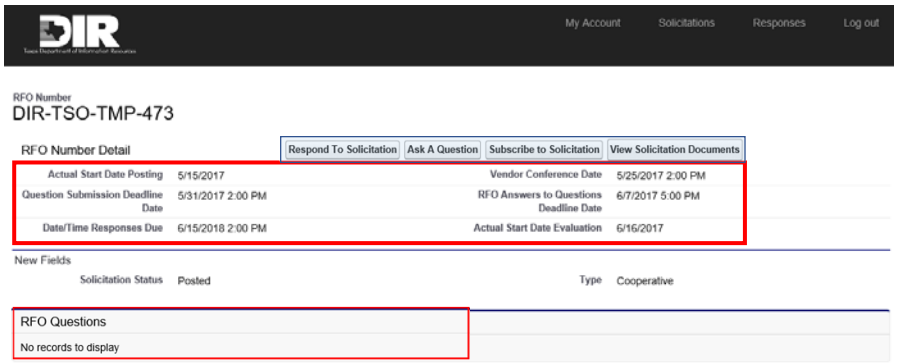
To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-TSO-TMP-419**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



13

Creating a New Response, *cont.*



This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.

14

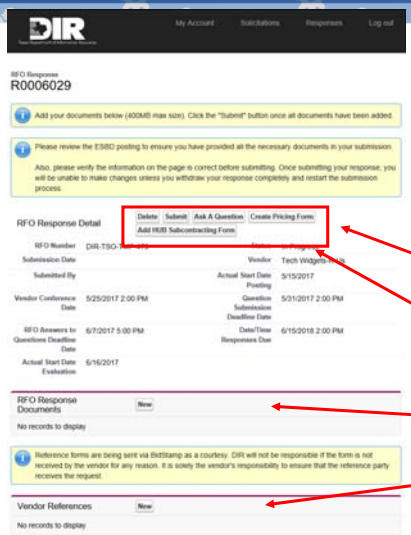
Creating a New Response, *cont.*

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response)**: Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as **"View Response"** and allow you to resume your progress on an existing RFO response.
- **Ask A Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.

15

Respond to a Solicitation



"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. *(reference Vendor Guide Section 5.7)*
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. *(reference Vendor Guide Section 5.6)*
- **Add (or Edit) HUB Subcontracting Form:** Complete an automated version of the HSP form. Note: Vendors must also print, sign, and upload the signed HSP. *(reference Vendor Guide Section 5.4)*
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response *(reference Vendor Guide Section 5.5)*
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBD *(reference Vendor Guide Section 5.2)*
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference *(reference Vendor Guide Section 5.3)*

16

RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

- DIR may make multiple awards from this RFO.

17

Exhibit D - HUB Subcontracting Plan (Bid Package 1)

*The HSP form is automated in BidStamp Vendor Information System (VIS). **Vendors will complete the form in BidStamp, print, sign, and upload the signed HSP in the VIS portal.**

18

Bid Package 1, Exhibit D – HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan (Bid Package 1)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified per TAC Rule** §20.285
- 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
- Vendors must complete a **new** HUB Plan and a good faith effort for this procurement

19

Bid Package 1, Exhibit D – HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

20

Bid Package 1, Exhibit D – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) 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 with RFO submittal

21

Bid Package 1, Exhibit D – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

22

Bid Package 1 – HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to **seven (7) working days** before the RFO submittal.

Lynn Sanchez **512-463-9813**	**Theresa Williamson** **512-475-4638**

Email: dir.hub@dir.texas.gov

23

Electronic and Information Resources (EIR) Accessibility Forms

Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities, and to obtain credible evidence of vendor's or manufacturer's capability or ability to produce accessible EIR products and services.

This RFO includes requirements for the accessibility related forms below

1. Voluntary Product Accessibility Templates (VPATs)
   - For all Commercial Off the Shelf (COTS) offerings included in the response
2. Vendor Accessibility Policy Assessment Form
   - Required for all vendors

24

Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
  - utilize ITIC VPAT template form.
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

25

Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

Note: Form (excel file) should be completed and returned in its original format

26

Additional Information regarding EIR Accessibility and VPAT Forms

- **EIR Accessibility Website**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- **PDAA Maturity Model**
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- **Additional Information**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

Jeff Kline
Program Director
Statewide Electronic and Information Resources (EIR) Accessibility

Email: jeff.kline@dir.texas.gov 512/463-3248

27

RFO Contents

Bid Package 1 – RFO DIR-TSO-419 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing Index and Instructions

Bid Package 3 – DIR Sample Contract for Products and Services

Bid Package 4 – Standard Terms and Conditions for Product Contracts

Bid Package 5 – Master Operating Lease Agreement

Bid Package 6 – Master Leasing Agreement

Bid Package 7 – Declared Disaster Agreement

Bid Package 8 – Vendor References

Bid Package 9 – Voluntary Product Accessibility Template (VPAT)

Bid Package 10 - Policy Driven Adoption Assessment (PDAA)

28

Bid Package 1

- Bid Package 1 – RFO DIR-TSO-419
  - Scope
  - General Information
  - Submission requirements, etc.
  - Evaluation, Negotiations, and Award
  - Exhibit A, Vendor Information Form
  - Exhibit B, Vendor History and Experience
  - Exhibit C, Contract Marketing and Support Plan
  - Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.)

29

RFO Scope

Section 3. Scope

DIR intends to contract with qualified Vendors to provide:

- Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services;
- Document Imaging Services/Solutions; and
- Enterprise Content Management (ECM) Products, Software and Services

Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.

30

RFO Scope, cont.

- **Third Party Products** are those hardware, peripherals, accessories and software manufactured or published by other manufacturers or publishers that may be used as an attachment or embedded within the Vendor solution to create, enhance or extend the functionality of the product or services within scope of this RFO. All third party products will be awarded at the discretion of DIR.

31

Term of Contract

Section 3.6.2 Contract Term and Automatic Renewal

The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.

The Initial contract term will be two (2) years, renewable automatically in one (1) optional two-year renewal term and one (1) optional one-year renewal term under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

32

RFO Schedule

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

33

Evaluation Criteria

- **RFO Section 5.1 – Evaluation of Responses**
  - Incomplete response package will be rejected
  - The financial review (**DUNs number**)and **HSP** review are on a pass/fail basis.
  - Only responses that receive the passing grade will proceed to the next evaluation phase.

- **RFO Section 5.2 – Evaluation Criteria**
  - Pricing – 45%
  - Vendor History and Experience and Vendor References – 30%
  - Vendor's Plan for supporting Contract – 25%

34

Bid Package 1 – Exhibits A, B, &C

Exhibit A, Vendor Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent.** Complete cancelled contract references if applicable.

Exhibit B, Vendor History and Experience

- Respondent must provide a detailed response to each question detailing the Vendor's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Support Plan

- Respondent must provide a plan that describes the Respondent/Vendor's ability and strategy for promoting and supporting the contract, if awarded.

35

Bid Package 2 – Pricing

- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Bid Package 2 Pricing Sheet - All applicable *Entire Offering* tabs will be completed and saved as a PDF and upload into BidStamp.
- BidStamp – Vendors must enter the following items:
  - Category
  - **Brand (ONLY ENTER MPS, DIS or ECM)**
  - **Product Description**
  - **DIR Customer Discount % off MSRP**

36

Pricing – Volume Pricing

- Volume Discounts: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services.
- Aggregate Sales: If Vendor is proposing increased discounts based on total statewide aggregate contract sales, Vendor must list total contract dollar amount threshold, specific product and/or service or ALL, and discount percentage increase.
- **Vendors offering Volume Discounts should use the Bid Package 2 Excel spreadsheet format for all volume discounts.**
- Vendors will need save the entire EXCEL workbook as a PDF and upload into Bid Stamp.

37

Pricing - Volume Pricing

Department of Information Resources

Request for Offer DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET VOLUME DISCOUNT

COMPANY NAME: _____

Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY		
2-99 units	ABC	
100-500 units	ABC	
500+ units	ABC	

EXAMPLE

Additional Discount Based On Aggregate Sales					
Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: $50,000.00			*20.00%*	*(+) 5.00%*	*25.00%*

38

Bid Packages 3 and 4

- Bid Package 3 – Sample Contract for Products and Services
- Bid Package 4 - Standard Terms and Conditions for Products and Related Services Contracts
- **No exception**s may be taken to certain terms as indicated on the Standard Terms and Conditions
- **Any exception must be listed in Bid Package , Exhibit A, Item 11**.

39

Bid Packages

- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

40

Bid Package 8 – Vendor Reference Questionnaire

Bid Package 8 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 4.7.2 of the RFO. Vendors may send the questionnaire through BidStamp VIS.
- Instructions are included in Bid Package 8.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- **References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.**
- The Vendor may NOT submit the reference form to DIR.

- **Forms submitted directly by the vendor to DIR will receive a score of zero**.

41

Bid Package 8 – Vendor Reference Questionnaire

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Reques for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill ou and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be complete by the Vendor requesting reference information

EXAMPLE

Vendor Name _____

***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category** _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ **Ending Date** _____

Total Est. Contract Dollar Amount

42

Mandatory Submissions

RFO Section 4.7.1 – Mandatory Response Contents

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

- Exhibit A – Vendor Information (**signed**, scanned, uploaded into BidStamp)
- Exhibit A – **Canceled Contracts** – Attachments 1 and 2 (if applicable)
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D – HUB Subcontracting Plan **(SIGNED)**
- Pricing – Bid Package 2 (Automated Pricing Form in BidStamp VIS)
- Policy Driven Adoption Assessment (PDAA) – Bid Package 10
- Vendor's Service or Licensing Agreement, etc. (if any)
- Any addendum requirements – check the ESBD for these; Vendors do not receive notice

43

Questions

- Break (10 minutes)
- <u>Reference the Section Number and page number with your submitted question.</u>
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

44

Reminder

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to solicitation number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

45

Reminder

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

46

Conference Closing

- All questions, inquiries must be directed to Carrie Thomas

Carrie Thomas

Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

47

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 2

This Addendum #2 to Request for Offer DIR-TSO-TMP-419

1. Correcting the answer to Question #48.
2. Correcting the answer to Question #49.

Questions and Official Answers:

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: No, the Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Yes, as long as the Offshore resource(s) performing back office activities do not have access to Customer Data. Further, Respondents should consider the requirement to provide service, sales and support resources to serve the Customer. Such support should be available during the Customer's normal business hours.

End of Addendum 2

Commissioners Court - Regular Session **34.**

Meeting Date: 10/19/2021

Sharp Electronics Corp. Copier Lease Agreement for Public Information Office

Submitted For: Joy Simonton **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the lease agreement between Williamson County and Sharp Electronics Corporation for one (1) copy machine at a monthly rate of $159.05, to include 3,000 copies per month with overages to be charged at $0.0084 each, delivery, installation, training, parts, labor, toner and staples, pursuant to the DIR-CPO-4433 contract.

Background

The approval of this agreement will benefit the Williamson County Public Information Office with a new copy machine. The attached agreement outlines the monthly charge plus the details of what is included in the agreement. The monthly dollar amount is $159.05 and included in the agreement is 3,000 copies a month with overages to be charged at $.0084 each, delivery, installation, training, professional services, parts, labor and toner. This agreement is for 48 months. The Department point of contact is Connie Odom. The line item expenditure to be charged is 01.0100.0401.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Sharp Copier for PIO Redacted

DIR contract and associated docs

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 10:33 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:17 AM
Form Started By: Mary Watson		Started On: 10/01/2021 09:28 AM
Final Approval Date: 10/14/2021		

SHARP ELECTRONICS CORPORATION
STATE OF TEXAS DIR-CPO-4433 QUOTE

Vendor Name:	SHARP Electronics Corp.; C/O SHARP Business Systems
Address:	100 Paragon Drive Box Q
City, State Zip	Montvale, NJ 07645

Date:	10/01/21
Quote No:	[redacted]

Customer Name/Invoice Address:	Delivery Address:
Williamson County	Williamson County
Public Information Office	Public Infromation office
710 S. Main Street, Ste. 101	710 S. Main Street, Ste. 101
Georgetown, TX 78626	Georgetown, TX 78626

Contact Name	Connie Odom	Phone:	512.943.1663
		E-Mail:	connie.odom@wilco.org
SHARP Business Systems, M.D. Leonard		Quoting Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**
Dealer Authorized Signature MDeonard 10/01/21		Installing Reseller:	SHARP Business Systems, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 **MDL**

Item	Description	QTY		Cost/Mo.
1	**Sharp MX-4071; 40 ppm FULL COLOR Digital Copier** **w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer** MX-DE26N; Stand w/ (2) addt'l 550 Sheet Paper Drawers (Total of 3 Paper Drawers plus 100 Sheet Bypass Tray) MX-FN27N; Inner Finisher Includes: 3,000 copies/mo.; Overages @ $0.0084 ea. ALL COLOR COPIES @ $0.0500 ea. Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			$159.05
	State of Texas DIR 48 Month Lease		**Monthly Total**	**$159.05**

P.O. NUMBER:

DATE:

SAMPLE PO

VENDOR:
SHARP ELECTRONICS CORPORATION
C/O TEXAS DOCUMENT SOLUTIONS
SHARP PLAZA, BOX Q
MAHWAH, NJ 07495

REQUESTED BY: ODOM, CONNIE
512.943.1663

SHIP TO:
WILLIAMSON COUNTY PUBLIC INFORMATION OFC
710 S. MAIN ST.
GEORGETOWN, TX 78626

BILL TO:
WILLIAMSON COUNTY PUBLIC INFORMATION OFC
710 S. MAIN ST.
GEORGETOWN, TX 78626

Description	Price	Per	Amount
SHARP MX-4071, MX-DE26N, MX-FN27N $159.05 PER MONTH 12/01/21 THRU 09/30/22 INCLUDES: SERVICE FOR 3,000 COPIES/MO. 3,001+ COPIES @ $0.0084 ea. ALL COLOR COPIES @ $0.0500 ea.	159.05	10	1,590.50

NOTES TO SUPPLIER:
48 MONTH DIR-CPO-4433 LEASE

Total 1,590.50

AUTHORIZED BY:

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Sharp Electronics Corporation
DIR-CPO-4433 Appendix C, Pricing Index (per Amendment 5)

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

Managed Print Services, Network Devices, Non-network Devices				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Volume Band M5	Sharp Black & White MFD	105-PPM High speed monochrome digital document system	MX-M1055	74.31%
Volume Band M5	Sharp Black & White MFD	120-PPM High speed monochrome digital document system	MX-M1205	73.84%
Volume Band M1	Sharp Black & White MFD	26 PPM B&W Workgroup Document System	MX-M2651	68.79%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1	Sharp Black & White MFD	30 PPM B&W Workgroup Document System	MX-M3071	73.29%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3551	74.77%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3571	73.92%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4051	75.25%
Volume Band M2	Sharp Black & White MFD	40 PPM B&W Workgroup Document System	MX-M4071	76.19%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5051	74.09%
Volume Band M3	Sharp Black & White MFD	50 PPM B&W Workgroup Document System	MX-M5071	74.51%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6051	72.76%
Volume Band M3	Sharp Black & White MFD	60 PPM B&W Workgroup Document System	MX-M6071	76.23%
Volume Band M4	Sharp Black & White MFD	75 PPM Monochrome Workgroup Document System	MX-M7570	78.25%
Volume Band M5	Sharp Black & White MFD	90-PPM High speed monochrome digital document system	MX-M905	75.31%
Volume Band M2	Sharp Black & White MFD	35 PPM B&W - Desktop B/W Document System	MX-B376W	68.47%
Volume Band M2	Sharp Black & White MFD	45 PPM B&W - Desktop B/W Document System	MX-B476W	69.30%
Volume Band C1	Sharp Color MFD	26 PPM B&W / 26 PPM Full-Color Workgroup Document System	MX-2651	69.80%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3071	74.86%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3551	74.16%
Volume Band C2	Sharp Color MFD	35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3571	74.65%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4051	76.80%
Volume Band C2	Sharp Color MFD	40 PPM B&W / 40 PPM Full-Color Workgroup Document System	MX-4071	77.03%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5051	74.98%
Volume Band C2	Sharp Color MFD	50 PPM B&W / 50 PPM Full-Color Workgroup Document System	MX-5071	78.23%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6051	73.56%
Volume Band C3	Sharp Color MFD	60 PPM B&W / 60 PPM Full-Color Workgroup Document System	MX-6071	74.44%
Volume Band C3	Sharp Color MFD	75/70 PPM B&W / Color - High Speed Color Document System	MX-7081	73.41%
Volume Band C3	Sharp Color MFD	70 PPM B&W / Color - High Speed Color Document System	MX-7090N	68.16%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8081	73.82%
Volume Band C3	Sharp Color MFD	80 PPM B&W / Color - High Speed Color Document System	MX-8090N	69.58%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B351PL	49.33%
Non- MFD	Sharp Black & White Printer	35 PPM B&W - Desktop B/W Printer	DX-B352P	53.75%
Volume Band M3	Sharp Black & White MFD	55 PPM Desktop Monochrome Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-B557F	71.00%
Non- MFD	Sharp Black & White Printer	55 PPM Desktop Monochrome Printer	MX-B557P	70.08%
Non- MFD	Sharp Black & White Printer	70 PPM Desktop Monochrome Printer	MX-B707P	70.92%
Volume Band C2	Sharp Color MFD	35 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C357F	69.68%
Volume Band C2	Sharp Color MFD	40 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	40 PPM Desktop Color Printer	MX-C407P	69.04%
Volume Band C2	Sharp Color MFD	50 PPM Desktop Color Multi-Function Document System DSPF Copy/Print/Scan/Fax	MX-C507F	70.87%
Non- MFD	Sharp Color Printer	50 PPM Desktop Color Printer	MX-C507P	70.03%
Non- MFD	Sharp Color Printer	60 PPM Desktop Color Printer	MX-C607P	70.80%
Volume Band M2	Sharp Black & White MFD	42 PPM Monochrome Multi-Function Ducument	MX-B427W	66.91%
Non- MFD	Sharp Black & White Printer	42 PPM Monochrome Printer	MX-B427PW	65.80%
Volume Band M2	Sharp Black & White MFD	46 PPM Monochrome Multi-Function Document	MX-B467F	68.43%
Non- MFD	Sharp Black & White Printer	46 PPM Monochrome Printer	MX-B467P	67.39%
Accessories				
CATEGORY		**PRODUCT DESCRIPTION**	**PRODUCT PART NUMBER/SKU**	**Discount % off MSRP**
Power Filter		15 AMP Power Filter	AR-D5133NT	26.55%
Power Filter		20 AMP Power Filter	AR-D5143NT	30.80%
Other		Stamp Unit	AR-SU1	55.33%
Stand		Deluxe Copier Cabinet	MX-25ABD	54.24%
Stand		Deluxe Copier Cabinet	MX-60ABD	49.58%
Connectivity		Sharp OSA Application Communication Module	MX-AMX2L	47.52%
Connectivity		Sharp OSA External Accounting Module	MX-AMX3L	48.39%
Other		Plockmatic Booklet Maker	MX-BM50	53.15%
Other		Business Card Feeder	MX-BTX1	58.73%
Other		Paper Cart	MX-CA10	60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
Other		Plockmatic Cover Feeder	MX-CF50	52.22%
Paper Drawer		500 Sheet Paper Feed Unit	MX-CS11	63.79%
Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33%
Paper Drawer		1 x 550 Sheet Paper Feed Desk Unit	MX-DE25N	66.69%
Paper Drawer		2 x 550 Sheet Paper Feed Desk Unit	MX-DE26N	69.34%
Paper Drawer		3 x 550 Sheet Paper Feed Desk Unit	MX-DE27N	67.44%

Paper Drawer	550+2100 Sheet Tandem Paper Drawer	MX-DE28N	64.62%
Paper Drawer	1 x 550-sheet Paper Drawer	MX-DE29N	66.69%
Stand	Base Plate	MX-DS13	54.09%
Stand	Stackable Cabinet	MX-DS14	51.79%
Stand	Stand High	MX-DS22N	53.95%
Stand	Stand Low	MX-DS23N	54.09%
Power Filter	208-240V/20A Next Gen PCS Power Filter	MX-E524ZNT	40.81%
Connectivity	Compact PDF Kit	MX-EB11	50.21%
Connectivity	Mirroring Kit	MX-EB15	60.41%
Connectivity	Wireless LAN Adaptor	MX-EB18	49.63%
Connectivity	Compact PDF Compression Kit	MX-EB19L	50.21%
Connectivity	OCR Expansion Kit	MX-EB20L	55.00%
Other	Multi-folding Unit	MX-FD10	59.85%
Other	Plockmatic Square Folder	MX-FD50	53.00%
Finisher	Inner Finisher	MX-FN12	61.20%
Finisher	50 Sheet Staple Finisher	MX-FN19	53.79%
Finisher	50 Sheet Staple/15 Sheet Saddle Stitch Finisher	MX-FN20	54.86%
Finisher	100-sheet Staple Finisher	MX-FN21	59.81%
Finisher	100-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN22	60.08%
Finisher	50-sheet Staple Finisher	MX-FN24	59.64%
Finisher	50-sheet Staple/15-sheet Saddle Stitch Finisher	MX-FN25	60.03%
Finisher	Inner Finisher 50 Sheet Stapler 500 Sheet Capacity	MX-FN27N	70.82%
Finisher	1K Stacking Finisher	MX-FN28	58.69%
Finisher	1K Saddle Finisher	MX-FN29	58.02%
Finisher	3K Stacking Finisher	MX-FN30	56.30%
Finisher	3K Saddle Finisher	MX-FN31	57.12%
Finisher	Inner Finisher (30 sheet staple 300 sheet stack)	MX-FN32	61.20%
Finisher	Inner Finisher	MX-FN33	71.78%
Finisher	3K Stacking 65-sheet Staple Finisher	MX-FN34	56.30%
Finisher	3K Stacking 65-sheet Staple/20-sheet Saddle Stitch Finisher	MX-FN35	57.12%
Security	Data Security Kit	MX-FR53U	48.01%
Security	Data Security Kit	MX-FR54U	48.01%
Security	Data Security Kit	MX-FR55U	48.02%
Security	Data Security Kit	MX-FR58U	48.02%
Security	Data Security Kit	MX-FR60U	42.34%
Security	Data Security Kit	MX-FR61U	42.17%
Security	Data Security Kit	MX-FR62U	42.17%
Security	Data Security Kit	MX-FR63U	42.17%
Security	Data Security Kit	MX-FR64U	42.34%
Fax	Internet Fax Kit	MX-FWX1L	62.91%
Fax	Facsimile Expansion Kit	MX-FX15	76.86%
Other	3-Hole Die Set	MX-GBC03	51.84%
Other	11-Hole VeloBind Set	MX-GBC11	52.17%
Other	19-Hole CombBind Die Set	MX-GBC19	52.17%
Other	21-Hole WireBind Die Set	MX-GBC21	52.17%
Other	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	44-Hole Color Coil Die Set	MX-GBC44	52.17%
Other	GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC51	52.80%
Other	GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC52	52.77%
Other	GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC53	52.26%
Other	GBC SmartPunch ProTM	MX-GBCX2	50.79%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette	MX-LC12	57.20%
Large Capacity Paper Drawer	5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-LC13N	60.40%
Large Capacity Paper Drawer	3,000 Sheet Large Capacity Tray	MX-LC17N	65.80%
Large Capacity Paper Drawer	3,500-sheet Large Capacity Cassette (Letter)	MX-LC18	65.80%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-LC19	56.98%
Large Capacity Paper Drawer	3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-LCX3N	56.98%
Other	Long Paper Tray (For use with Banner Paper)	MX-LT10	60.30%
Other	100 Sheet Multi- Bypass Tray	MX-MF10	82.11%
Other	500 Sheet Multi- Bypass Tray	MX-MF11	58.61%
Other	100 Sheet Multi- Bypass Tray	MX-MFX1	82.11%
Other	Plockmatic Interface Kit	MX-PCB50	53.35%
Other	Fiery Print Server	MX-PE11	56.09%
Other	Fiery Print Server	MX-PE12	56.14%
Other	External Fiery Color Print Server	MX-PE13	64.49%
Other	Embedded Fiery Color Print Server	MX-PE14	63.28%
Other	EFI Auto Trapping	MX-PEAT12	51.52%
Other	Fiery Central	MX-PECE1	53.18%
Other	Fiery Central 1-year Software Maintenance and Support Agreement	MX-PECEM	53.46%
Other	Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement	MX-PECPM	53.49%
Other	Fiery Color Profiler Suite	MX-PECPS1	52.73%
Other	Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-PECPSP	52.94%
Other	Fiery Compose Software	MX-PEFC	51.76%
Other	Fiery Impose Software	MX-PEFIS	52.75%
Other	Fiery Graphic Arts Package, Premium Edition Software	MX-PEGAP	53.22%
Other	EFI Removable HDD Kit	MX-PEHD11	52.51%
Other	Fiery Removable Hard Disk Drive	MX-PEHD13	52.08%
Other	EFI Hot Folders	MX-PEHF12	51.52%
Other	Fiery Impose + Fiery Compose Software Bundle	MX-PEIC	52.88%
Other	Image Viewer (B/W)	MX-PEIVB	52.75%
Other	Fiery JobFlow Software	MX-PEJF1	53.16%
Other	Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-PEJFM	53.46%
Other	Fiery JobMaster + Fiery Impose Software Bundle	MX-PEJI1	53.18%
Other	Fiery JobMaster + Impose 1-year Software Maintenance and Support Agreement	MX-PEJIM	53.46%
Other	Fiery JobMaster Software (includes MX-PEJMM 1-year SMSA)	MX-PEJM1	53.06%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement (SMSA)	MX-PEJMM	53.50%
Other	Centralized Workstation wiith 22" monitor, wireless keyboard and mouse	MX-PENXGL	52.90%
Other	Premium Centralized Workstation wiith 27" monitor, wireless keyboard and mouse, Proximity Sensor, Auto adjusting stand (For use with MX-PE13)	MX-PENXLS	53.07%
Other	EFI Productivity Package Software	MX-PEPP12	53.11%
Other	EFI Spot On	MX-PESO12	51.52%
Other	EFI ES-2000 Spectrophotometer	MX-PESP	52.08%
Other	Bar Code Font Kit	MX-PF10	57.92%
Connectivity	Post Script Expansion Kit	MX-PK13L	78.24%
Hole Punch	Punch Unit	MX-PN12B	55.04%
Hole Punch	3-Hole Punch Unit	MX-PN13B	56.83%
Hole Punch	3-Hole Punch Unit	MX-PN14B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN15B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PN16B	62.05%
Hole Punch	3-Hole Punch Unit	MX-PNX4B	56.40%
Connectivity	Direct Print Expansion Kit	MX-PU10L	55.63%
Connectivity	XPS Expansion Kit	MX-PUX1L	54.99%
Other	Fiery Interface board	MX-PX11	58.49%
Other	Fiery Interface board	MX-PX12	59.21%
Other	Fiery Interface Kit	MX-PX13	58.49%
Other	Paper pass unit for machine	MX-RB12N	52.54%
Other	Relay Unit	MX-RB13	60.21%
Other	Relay Unit	MX-RB14	60.21%
Other	Curl Correction Unit	MX-RB15	60.21%
Other	LCT Mounting Kit	MX-RB16	61.15%
Other	LCT Tandem Connecting Kit	MX-RB17	60.65%
Other	Curl Correction Unit	MX-RB18	60.21%
Other	Paper Pass Unit	MX-RB24	52.05%
Other	Paper Pass Unit	MX-RB25N	52.05%
Other	Paper Pass Unit	MX-RB26	52.05%
Other	Curl Correction Unit	MX-RB27	60.21%
Other	Status Indicator	MX-SL10N	60.74%
Other	5000-sheet High Capacity Stacker	MX-ST10	61.05%
Other	Trimmer Unit	MX-TM10	59.72%
Other	Plockmatic Trimmer	MX-TM50	53.00%
Tray	Right Side Exit Tray	MX-TR14	61.34%
Tray	Exit Tray Unit (right side)	MX-TR19N	50.99%
Tray	Job Separator	MX-TR20	51.27%
Tray	Right Side Exit Tray	MX-TR21	50.99%
Tray	Center Exit Tray	MX-TU14	60.30%
Tray	Center Exit Tray	MX-TU15	47.89%
Tray	Center Exit Tray Unit	MX-TU16	47.89%
Other	Utility Table	MX-UT10	50.99%
Other	Anti Tip Kit	MX-XB19	53.35%
Other	Plockmatic Rail Unit	MX-XB50	53.35%
Paper Drawer	550 sheet paper feeder	DX-CS11	53.80%
Paper Drawer	550-Sheet Tray (C607P)	MX-CS16	72.30%
Paper Drawer	550-Sheet Tray C407F, C507F, C507P	MX-CS17	72.30%
Paper Drawer	550-Sheet Tray (C357F, C407P)	MX-CS18	72.35%
Paper Drawer	2,200-Sheet Tray (C607P)	MX-CS19	72.13%
Paper Drawer	650-Sheet Duo Tray (C357F, C407P)	MX-CS20	72.35%
Paper Drawer	250-Sheet Tray (B557P, B707P)	MX-CS21	72.50%
Paper Drawer	550-Sheet Tray (B557F)	MX-CS22	72.13%
Paper Drawer	550-Sheet Tray (B557P, B707P)	MX-CS23	72.47%
Paper Drawer	2,100-Sheet Tray (B557F)	MX-CS24	72.21%
Paper Drawer	2,100-Sheet Tray (B557P, B707P)	MX-CS25	72.19%
Finisher	Inline Staple Finisher (C607P)	MX-FN37	72.41%
Finisher	Staple Finisher (B557F, B557P, B707P)	MX-FN38	72.61%
Finisher	Staple, Hole Punch Finisher (B557F, B557P, B707P)	MX-FN39	72.05%
Other	4-Bin Mailbox (B557F, B557P, B707P)	MX-MS10	72.61%
Other	Output Expander (B557P, B707P)	MX-TR22	72.47%
Other	High Capacity Output Expander (B557P, B707P)	MX-TR23	72.40%
Other	Fiery Automation 5 Year Subscription	MX-PEAM5Y	53.47%
Paper Drawer	550-Sheet Tray (B427W, B427PW)	MX-CS26	72.16%
Paper Drawer	250-Sheet Tray (B467F, B467P)	MX-CS27	73.05%
Paper Drawer	550-Sheet Tray (B467F, B467P)	MX-CS28	72.92%

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCELLANEOUS / OTHER

SUBCATEGORY	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Black & White	$0.0091
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-2651 Cost per Copy Charge-Color	$0.0546
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-3051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3551 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Black & White	$0.0089

Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-3571 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-4071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-4071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-5071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6051 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6071 Cost per Copy Charge-Black & White	$0.0089
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable	MX-6071 Cost per Copy Charge-Color	$0.0524
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-6580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7580N Cost per Copy Charge-Color	$0.0471
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Black & White	$0.0076
Cost per Copy Charge- Color	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8090N Cost per Copy Charge-Color	$0.0428
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M2651 Cost per Copy Charge-Black & White	$0.0080
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M3551 Cost per Copy Charge-Black &	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M3571 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4051 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M4071 Cost per Copy Charge-Black & White	$0.0075
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5051 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M5071 Cost per Copy Charge-Black & White	$0.0073
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6051 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M6071 Cost per Copy Charge-Black & White	$0.0070
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M7570 Cost per Copy Charge-Black & White	$0.0058
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable	MX-M905 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1055 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-M1205 Cost per Copy Charge-Black & White	$0.0045
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B376W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B476W Cost per Copy Charge-Black & White	$0.0092
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B351PL Cost per Copy Charge-Black & White	$0.0246
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	DX-B352P Cost per Copy Charge-Black & White	$0.0161
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557F Cost per Copy Charge-Black & White	$0.0107

Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B557P Cost per Copy Charge- - Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-B707P Cost per Copy Charge- Black & White	$0.0107
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C357F Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C407P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Black & White	$0.0128
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507F Cost per Copy Charge- Color	$0.0610
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable	MX-C507P Cost per Copy Charge- Black & White	$0.0193
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C507P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Black & White	$0.0161
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-C607P Cost per Copy Charge- Color	$0.0856
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-7081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Black & White	$0.0076
Cost per Copy Charge- Color		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-8081 Cost per Copy Charge- Color	$0.0471
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427W Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B427PW Cost per Copy Charge - Black & White	$0.0202
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467F Cost per Copy Charge - Black & White	$0.0127
Cost per Copy Charge- Black & White		CPC charge includes all parts, photoconductors, labor and all consumable items except paper and staples	MX-B467P Cost per Copy Charge - Black & White	$0.0127
Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price				
MANAGED PRINT SERVICES	**SUBCATEGORY**	**PRODUCT PART NUMBER/SKU**	**PRODUCT DESCRIPTION**	**Discount % off MSRP**
Managed Print Services and Network Devices, Non-Network Devices and Related Services	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%
Enterprise Content Management Products, Software, Services, and Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Discount % off MSRP**
Software	Kayleigh Job Accounting (per MFP)	Track Print activities, set usuage limits, cost recovery	MX-SW310	49.78%
Software	Kayleigh Pull Print Option (per MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	Kayleigh Client Billing Option (per MFP)	cost recovery; track activities & cost; optimize printing resources for organization	MX-SW312	56.43%
Software	Single Embedded License - Includes Remote Installation, Training + 1yr Support	Single Embedded License - Includes Remote Installation, Training + 1yr Support	PCMF-SINGLEMFP	35.48%
Software	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	Additional MFP License - May Add Up to 9 Units (Requires PCMF-MFP)	PCMF-SINGLEMFP-ADD-ON	35.48%
Software	2 Years of Additional Software Support Per MFP	2 Years of Additional Software Support Per MFP	PCMF-2YR-Support	35.57%
Software	Proximity Card Reader	Proximity Card Reader	PCMF-CRDRDR	35.53%
Related Services				
CATEGORY	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**Price**
Related Services	Equipment Relocation	Relocation Fees	RELOCATION FEE	$350.00 + $1 per mile or actual freight charges
Related Services	Additional Training Session Fee	Additional Hourly End-User Training	TRAINING FEE	$125.00 per hour
Related Services	Network Services per hour	Network Services	n/a	$201.50 per hour
Related Services	Additonal Advanced / IT Training Cost by hours	Additonal Advanced / IT Training Cost by hours	n/a	$125.94 per hour
Related Services	Professional Services per hour	Professional Services	n/a	$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per hour	Additional End-User taining on Device and/or software	n/a	$125.94 per hour
Related Services	After hours technical phone support per hour	After hours technical phone support	n/a	$125.94 per hour

Sharp Electronics Corporation
DIR-CPO-4433 Appendix D Service Level Agreement

This Appendix D to Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4433 (Contract) and this Service Level Agreement (SLA or Agreement) with Sharp Electronics Corporation (Sharp) describes the support services provided by Sharp to eligible DIR Customers. In the event of a conflict between DIR Contract Number DIR-CPO-4433 and this Agreement, the DIR Contract will govern.

I. Equipment Performance

Equipment Downtime shall be computed from the time Sharp is notified of Equipment failure until the time in which the Equipment is fully operational.

Equipment Downtime due to lack of consumable Supplies *is not acceptable*.

Sharp will guarantee that the fleet of Devices for each DIR Customer will be operational at least 96% of the time, during Normal Business Hours.

Sharp will provide daily communication to the DIR Customer regarding inoperable Equipment, including updates regarding resolution timeframe, and any parts, accessories, or devices on backorder.

II. Preventative Maintenance

Sharp will perform all Preventative Maintenance Services at the Manufacturer's suggested intervals, or as specified in an Order. Preventative Maintenance shall not be a requirement on desktop Devices.

III. Repair Parts

Sharp will guarantee the availability of repair parts for a minimum of five (5) years after the DIR Customer's Acceptance of any Device.

All Device components, spare parts, application software, and ancillary Equipment that is supplied under any resulting contract, will conform to Manufacturer specifications.

Sharp will be responsible for ensuring that any repair parts are operable and installed in accordance with Manufacturer specifications.

Repair parts will be new. The replaced part is the property of the Customer and Sharp shall, first, offer the replaced part to the Customer.

IV. Service Zones

Sharp will adhere to the following Service Call Response Times based on the distance Sharp's authorized service provider's Base Location is from the DIR Customer:

Service Zone	Definition	Response Time
Urban	Within 60 miles	4 - 6 Hours
Rural	60 – 120 miles	1 - 2 Business Days
Remote	120+ miles, or only accessible by plane or by boat	4 - 5 Business Days

Repair or replacement of parts and/or Devices shall occur within four (4) Business Days of Sharp arriving at the DIR Customer's location, with the following exception:

Sharp may charge different rates according to each Service Zone, in accordance with Appendix C Pricing Index.

V. Service Logs

Sharp will maintain a Service Log which describes the maintenance and repair Services provided for each Device.

A no-cost copy of Service logs/reports will be provided to the DIR Customer, within three (3) Business Days of a request by the Customer.

VI. Meter Read Invoicing

In order for Sharp to generate accurate invoices, DIR Customer shall provide meter reads within the Awarded Vendor(s) agreed timeframe.

Proper meter read information is required by the 20th of the following month for accurate service invoicing.

The Customer shall provide written notice of any such alleged invoicing issue and Sharp will be allowed a thirty (30) day cure period to address any such issue. During the thirty (30) day cure period, the DIR Customer will not be assessed any late fees for failure to submit payment by the invoice due date.

VII. Equipment Relocation

Equipment relocation Services include dismantling, packing, transporting, and re-installing Equipment. Sharp may charge for this Service based on the following table:

Service Zone	Distance from original placement of Device	Charge
1	Within the same building	No Charge*
2	Up to 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee
3	More than 50 miles from building in which Device was originally placed	Flat Rate Fee, plus Per Mile or Hourly Fee

*Sharp may charge DIR Customers a mutually agreed upon price for special rigging in the event a DIR Customer's demographics require such rigging for Zone 1 relocations. The price shall be agreed upon in writing by Awarded Vendor and DIR Customer prior to any Equipment relocation in Zone 1.

Sharp may charge for any fees incurred due to tolls.

Moves must be performed within thirty (30) calendar days of the DIR Customer's request. Request may be verbal or written, but Sharp must confirm the request in writing and provide a date that the move will occur. Written confirmation must be sent to the DIR Customer within three (3) Business Days of request. In the event that there will be a delay in these Services, Sharp shall communicate with the DIR Customer and agree on a mutually beneficial timeframe.

VIII. Reporting

Sharp will provide periodic reporting to all DIR Customers upon request. The reports shall be provided on a quarterly basis, or at the discretion of the DIR Customer.

The report shall include the following:

- Up-time percentage (%) per fleet of Devices;
- Number of Service Calls placed;
- Response Time per Device;
- Dates that Preventative Maintenance was performed, if applicable;
- Hours of end-user training performed; and
- Estimated end of Useful Life per Device, based on current usage.

The report may include, but not be limited to, the following:

- Location of Devices;
- Click usage per Device; and
- EPEAT certification level of each Device

IX. Escalation Procedure

A multi-tiered approach to account management enables Sharp to provide an excellent problem resolution process and response time. Customer support starts at the Government Account Executive level. Jack Coons is ultimately responsible for all problem resolution. As the "quarterback" for the account, Jack will work closely with management and the Sharp Customer Support Team to ensure that issues are resolved quickly and efficiently.

The problem resolution process for service and maintenance, including escalation is described below.

Service Call required:

- Local key operator should call the local servicing Sharp location, (this will be provided on the label on the front of the copier).
- Local key operator will provide the service dispatcher the Sharp model number and equipment Serial Number.
- The Service Dispatcher will confirm the address and location of the equipment.
- The Service Dispatcher will ask for the name of the caller and the phone number.
- The Service Dispatcher will ask for details, if possible, regarding the problem. At the same time, the Dispatcher will try to solve any operational problems by phone.

If the problem cannot be solved, then a service call will be made. Local key operator will get a Service ID number. The technician will then call the end user and notify that the call has been received and will provide the estimated time of arrival. The technician will also discuss the problem with the end user and obtain information as to the condition of the equipment (i.e., is the equipment operable or is it totally down?). In many cases, the technician can walk the end user through the problem, such as a jam, and get the equipment up and running quickly. The technician will then, upon arrival, make the necessary adjustments to the equipment.

Once the necessary repairs have been completed, the technician will report back to the end user or Local Key Operator that made call with the status of the copier.

X. Loaner Equipment

If any Device is inoperable for two (2) Business Days, due to Equipment malfunction, as reasonably determined by Sharp, then Sharp will provide the DIR Customer with:

- A loaner Device of similar speed and capabilities until such time as the inoperable Device(s) are now operable

XI. End-User Training

An initial, no charge, on-site, one-hour training session for each Device, will be offered by Sharp for all non-desktop Products placed at each DIR Customer's location. For drop-shipped or desktop Products, Sharp will offer an initial, one-hour, no charge, web-based, or on-line training session.

If DIR Customer elects to exercise the training option, then Sharp will provide the training within ten (10) Business Days of DIR Customer's request.

Sharp may offer additional on-site, one-hour training sessions for a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to order placement.

Sharp will provide on-site or off-site operational training to designated DIR Customer personnel until the personnel are able to operate the Equipment independently. Pricing for operational training shall be based on a flat rate fee. Additional charges for travel and per diem shall be handled in accordance with DIR Contract Number DIR-CPO-4433 Section 8F. Travel Expense Reimbursement, if applicable, must be agreed to by the DIR Customer prior to Order placement.

Sharp will provide product literature, user-manuals, and access to on-line resources, at no charge to DIR Customer.

DIR-CPO-4433 Appendix E
MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-CPO-4433 into which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix E). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee,

applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. Lease.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both

of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10. Unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. <u>Rent Payments</u>.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee

shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight

prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the

extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the

Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. Notices and Waivers.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	
If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		

Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		
What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Sharp Electronics Corporation

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Sharp Electronics Corporation (hereinafter "Vendor"), with its principal place of business at 100 Paragon Drive, Montvale, NJ 07645.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on 12/12/2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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, Customer Service Agreement; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement; Appendix F, Master Lease Agreement, as applicable depending on the type of lease; 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, Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this

paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E or Appendix F, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in 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 three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Brenda Siemer
Sharp Electronics Corporation
100 Paragon Drive Montvale, NJ 07645
Phone: (201) 529-0354
Facsimile: (201) 529-9454
Email: siemerb@sharpsec.com

7. Software License, Service and Leasing Agreements

A. 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.**

B. 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.

C. Master Operating Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

D. Master Lease Agreement

DIR and Vendor hereby agree that Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

E. 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.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not [without prior written agreement from Customer's authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

No exceptions have been agreed to by DIR and Vendor.

(Remainder of this page intentionally left blank)

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

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Mike Marusic

Title: President

Date: 08/02/2019

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 08/09/2019

Office of General Counsel: Signature on File: 08/07/2019

Amendment Number 1
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number 1 to Contract Number DIR-CPO-4433 ("Contract") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section C – Pricing Index** is hereby restated in its entirety and replaced with Appendix C – Pricing Index (per Amendment 1) attached hereto.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 1, and then the Contract.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on file

Name: Mike Marusic

Title: President and CEO

Date: September 23, 2019

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

Authorized By: Signature on file

Name: Hershel Becker

Title: Chief Procurement Officer

Date: September 25, 2019

Office of General Counsel: Initials on file September 24, 2019

Amendment Number 2
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **2** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 1),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 2)**, as attached.

All other terms and conditions of the Contract, not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 8/11/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/12/2020

Office of General Counsel: Mark Howard 8/11/2020

Amendment Number 3
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **3** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 2),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 3)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 11/5/2020

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2020

Office of General Counsel: MH 11/18/2020

Amendment Number 4
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **4** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 1/25/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 1/28/2021

Office of General Counsel: M. H 1/28/2021

Amendment Number 5
to
Contract Number DIR-CPO-4433
between
State of Texas, acting by and through the Department of Information Resources
and
Sharp Electronics Corporation

This Amendment Number **5** to **Contract** Number **DIR-CPO-4433** ("**Contract**") is between the Department of Information Resources ("DIR") and Sharp Electronics Corporation ("**Vendor**"). DIR and Vendor agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix C, Pricing Index (per Amendment 4),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 5)**, as attached.

All other terms and conditions of the Contract not expressly amended herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Amendment 5, then Amendment 4, then Amendment 3, then Amendment Number 2, then Amendment Number 1, and then the Contract.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Sharp Electronics Corporation

Authorized By: Signature on File

Name: Erica Calise

Title: Director of Government Marketing

Date: 3/25/2021

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

Authorized By: Signature on File

Name Hershel Becker

Title: Chief Procurement Officer

Date: 3/29/2021

Office of General Counsel: M. H. 3/26/2021

Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Issued: December 12, 2018

Initial Responses Due: February 4, 2019 2:00 PM (CT)

Table of Contents

1. INTRODUCTION 1

1.1. Purpose 1

1.2. Background 1
1.2.1 Information Technology Acquisition 1
1.2.2 Texas Government Code, Section 2157.068 2
1.2.3 Cost Avoidance Performance Measures 3
1.2.4 Cost Recovery 3
1.2.5 Historical Sales 3
1.2.6 Current Contracts 3
1.2.7 E-Rate ..... **Error! Bookmark not defined.**
1.2.8 Exclusions 4

2. VENDOR INFORMATION SYSTEM (VIS) PORTAL - BIDSTAMP 5

2.1. Solicitation Response Requirement 5

2.2. VIS Account Request Process 5

3. SCOPE 5

3.1. Products 5
3.1.1 Pricing 16

3.2. Related Services 19

3.3. Emerging Technologies 19

3.4. Threshold and SOW Requirements 19

3.5. Electronic and Information Resources (EIR) Accessibility 20

3.6. Form of Contract 20
3.6.1 Sample Contract and Terms Negotiation 20
3.6.2 Proposed Changes and Exceptions 21

4. GENERAL INFORMATION 21

4.1. Point of Contact 21

4.2. Contact with DIR Staff 22

4.3. Anticipated Schedule 22
4.3.1 RFO Schedule 22
4.3.2 Vendor Conference 22

4.3.3 Written Questions and Official Answers 23

4.4. Historically Underutilized Businesses 23
4.4.1 HUB Subcontracting Plan 24
4.4.2 HUB Continuing Performance 24
4.4.3 HUB Resources Available 24

4.5. Vendor Qualifications 25
4.5.1 Authorized Vendors 25
4.5.2 Federal Requirements 25
4.5.3 Vendor Performance and Debarment 26
4.5.4 Required Vendor and Subcontractor Current and Former State Employee Disclosures 26

4.6. Response Deadline and Submission Requirements 26
4.6.1 Official Timepiece 26

4.7. Response Format and Contents 26
4.7.1 Mandatory Response Contents 27
4.7.2 References 28
4.7.3 Accessibility of Electronic Response Documents 28

4.8. Rejection of Responses 28

4.9. Right to Amend or Withdraw RFO 28

4.10. Ownership of Responses 29

4.11. Public Information 29

5. EVALUATION, NEGOTIATIONS, AND AWARD 29

5.1. Evaluation of Responses 29

5.2. Evaluation Criteria 29
5.2.1 Pass/Fail Criteria 29
5.2.2 Weighted Evaluation Criteria 30

5.3. Oral Presentations, Best and Final Offer 30

5.4. Negotiations 30

5.5. Award of Contract 30

5.6. Vendor Protest Procedures 31

Exhibit A – Vendor Information Form

Exhibit B – Vendor History and Experience

Exhibit C – Contract Marketing and Support Plan

Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan

1. Introduction

1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

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 5 of this RFO contains more information regarding the response evaluation and Vendor selection process. DIR reserves the right to make a single award or multiple awards 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 Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services contracts and improves the efficiency of the procurement process by shortening the time required to procure these products 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 best 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; the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code; 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 4.8 and 4.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for product 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/Device 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.

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 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 (FY) 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.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	**$1,969,587,916.75**	**$1,893,601,003.97**	**$1,807,846,260.33**

1.2.6 Current Contracts

DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. The volume of products sold through these contracts for Fiscal Year 2019 (September 1, to September 30, 2018 (FY 2019 to date of RFO)) was approximately $7,658,719.

DIR Managed Print Services, Printers, Copiers, 3D and Scanning Equipment Plotters and Related Services

	FY2016	FY2017	FY2018
Assistance Org	$121,968.06	$346,801.81	$609,869.07
Higher Ed	$4,919,693.19	$9,794,501.36	$9,302,583.49
K-12	$20,589,834.65	$31,613,469.11	$29,841,450.84
Local Government	$6,325,757.18	$12,076,426.32	$15,501,442.22
Out of State	$609,430.60	$4,114,099.87	$4,345,551.03
State Agency	$6,026,025.34	$5,659,844.47	$10,555,206.85
Total:	**$38,592,709.02**	**$63,605,142.94**	**$70,156,103.50**

This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. The estimated volume of products/services sold through those contracts were:

SPD Document Imaging Services Contract Number 920-C1

	FY2016	FY2017	FY2018
Total:	$9,520,797.09	$6,103,336.06	$10,433,536.03

Enterprise Content Management (ECM) Products**,** Software and Services is a new category and therefore there are no historical sales recorded to date.

1.2.7 Exclusions

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

- Apple
- Cisco
- Dell
- Hewlett Packard
- IBM
- Lenovo
- Motorola
- Novell
- Oracle
- Panasonic

In the event that DIR identifies other Manufacturers/Publishers to be excluded, the Manufacturer/Publisher names will be included in a future addendum. Vendors should submit a written request should they have questions about a specific manufacturer/publisher on a current DIR contract. **This does not preclude the Vendor from proposing the utilization of these manufacturers as part of a total solution. However, if utilized as part of a total solution, the same product brand may**

not be offered outside of that package as a standalone product.

2. Vendor Information System (VIS) Portal - BidStamp

DIR's BidStamp Vendor Information System (BidStamp VIS) provides prospective bidders (Vendors) with the ability to create a profile that supports the key functions required during the solicitation response process. The high-level processes associated with the portal include vendor account/profile creation, vendor contact creation, vendor account management, and response submission. In addition to the account management and solicitation response capabilities enabled by the BidStamp VIS portal, Vendors will be able to view open solicitations and additional information about DIR.

2.1. Solicitation Response Requirement

Any Vendor responding to this RFO must submit their response through the BidStamp VIS. Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

2.2. VIS Account Request Process

Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via DIR's Applications Portal, and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website Information for Vendors at the bottom of the page.

3. Scope

3.1. Products

DIR intends to contract to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services.

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products. This RFO specifically prohibits remanufactured toner cartridges.

Managed Print Services:
DIR intends to establish and provide contracts to DIR Customers for Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services. **A multifunction device** is defined as a product or device that has multiple functions. An

example of this might be a printer or copier that makes copies/prints, faxes and scans. Although not required, a multifunction device usually has network capabilities.

The MPS shall be for the management of one or more output devices, including but not limited to production or print type devices and shall apply to routine office fleet document output devices, such as printers, copiers, faxes, scanners, plotters, multifunction units, as well as 3D printer devices. DIR Customers may order the MPS individually or in any combination thereof. 3D printers may include any of the MPS offerings, including but not limited to, installation and maintenance and support (Related) services.

For the purposes of this RFO, MPS shall be defined as: assessing, optimizing and managing a Customer's product, data or document output environment. These MPS shall provide documentation of current printing and copying device(s) utilizations, workflow, etc.; recommendations to reduce per-pages costs; managing print volume; providing cost effective document output devices configurations regardless of brand or type; procurement and management of all output devices consumable supplies such as 3D printer supplies and accessories, and equipment supplies such as (but not all inclusive): photoconductor, toner, staples, ink and developer excluding paper); tracking of all output devices; providing volume usage reports; providing help desk services for maintenance and repair; training; managing user's print behavior and satisfaction, etc. **A document output device is any stationary or mobile device that may be wireless or hard-wired, networked or non-networked, stationary or portable that permanently affixes print to paper or produces another output product (such as 3D output).** Devices include, *but are not limited to* printers, copiers, 3D printers, faxes, scanners, multifunction and non-multifunction units, plotters, wide format printers, duplication devices, e-printers and production, high volume printers or other similar devices.

MPS may be proposed per single category of an MPS listed below or Vendors may propose optional bundled MPS detailed within a Service Level Support Agreement (SLA). Vendors may also propose Other/Miscellaneous or optional MPS not listed in this RFO, as long as it resides within the scope of this RFO. Each of the categories below have been given definition and specifications for the purpose of evaluation only and may not specifically define the services which are offered by the Vendor; Vendors are encouraged to detail each MPS that they offer to reflect their own business model(s). In the event that the categories of any MPS listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index but are within the scope of this RFO, the Vendor shall list the product/service under the heading, **Miscellaneous/Other** pricing.

Declared Disaster Equipment Recovery Program

For 48 and 60-month multifunction leases, Vendors may opt to offer Bid Package 7, Declared Disaster Equipment Recovery Program Agreement ("Disaster Recovery Program" or "program") to their Customers. If the Vendor offers this program as part of their contract, they shall propose (at a minimum) 48 and 60-month leasing pricing **without** Declared Disaster pricing in addition to 48 and 60-month leasing pricing **with** Declared Disaster pricing. Refer to Bid Package 7 Declared Disaster Equipment Program Agreement example for further detail of the program. If the Vendor opts to offer The Declared Disaster Equipment Program to their Customers, the Agreement will become an appendix to their contract. The Bid Package 7, as written, is not negotiable unless DIR amends it; in which case, it will be amended to all Vendors offering the Disaster Recovery Program.

Service Level Support Agreement

- All Service Level Support Agreements shall ensure that the MPS Vendor provides an optimal printing environment for the DIR Customer by establishing service performance metrics with corresponding service level objectives. An SLA shall detail each support services offered by a Vendor. **Vendors offering Maintenance and/or Support Services shall provide a Service Level Support Agreement with their proposal, which shall include Service Level metrics.**

Managed Print Services Examples

- Technical Discovery/Assessment Services
  Analyze and document current business processes, work flow and usage of existing components and technologies surrounding print management and output devices. Services within this category would include producing inventory reports of output devices, usage for printing, copying, (black and white and color) faxing, scanning, plotting and associated costs, usage of consumable products (ink/toner), cost analysis reporting, cost savings, and ultimately recommending how to make changes to improve productivity and reduce cost.

- Change Management
  A comprehensive strategy to manage change and control project scope for the MPS, such as a methodology that addresses how solutions contribute to greater user satisfaction and user adoption and how users print behaviors are modified.

- Implementation and Project Management
  Describes in detail the project management processes and methodology for the MPS landscape, such as showing how the most cost-effective devices will be installed when a new or replacement device is recommended. The plan should include implementation progress milestones. Implementation plans shall be coordinated and developed by DIR Customer and Vendor.

- Support Services for Output Devices Owned or Leased by Customer
  Manage services on output devices owned or leased by the Customer. This would include, but not be limited to, standard and Ad Hoc usage reports, maintenance, break/fix, troubleshooting, on-site support function, supplies, and upgrading of devices to provide needed technology features.

- Procurement and Support Services for Output Devices provided by Vendor
  Manage procurement and support services including bearing the cost for new devices that may be required by a Customer. All maintenance, break/fix, troubleshooting, and upgrades for such devices shall be the responsibility of the Vendor.

- Maintenance
  Manage full maintenance to include all labor, all parts (including drums), all service, all travel and all regular and preventative maintenance. A guaranteed maintenance service may be included in the monthly rate or can be billed separately by month or quarterly. Document output device maintenance service shall be provided for all leased document output devices installed.

Each maintenance agreement shall be in written form in the format of a Service Level Support Agreement (SLA) as defined above. Vendor will repair or adjust the machine(s) as required to maintain them in good working order. These costs are borne by the Vendor and are inclusive in the MPS monthly costs.

Preventive maintenance will be based upon specific needs of the individual devices as determined by the Vendor in accordance with manufacturer specifications. Preventive maintenance will include, but not be limited to, lubrication, necessary adjustments and replacement of unserviceable parts, with preventive maintenance inspection per manufacturer suggestion.

The Vendor shall agree to provide a service log (service history on the machine) on any machine when requested by the Customer. This history will provide the cause of the breakdown and length of time it is down. If the down time is determined to be operator error, misuse or abuse by the Customer, the downtime will not be considered in accessing satisfactory machine performance.

- Managed Print Security Services
  Vendor agrees that all managed service products equipped with hard disk drives (e.g. printers, fax machines, scanners, MFD) shall have the capability to securely erase data written to the hard drive prior to final disposition of the product, in accordance with **Texas Administrative Code, Title 1, Chapter 202 (1 TAC 202)** https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202 (Link: Texas Administrative Code). Documentation of completed hard disk drive erasure shall be made available to Customer, i.e. certification/validation/report.

- Consumables Supply Services
  Paper is not considered a consumable supply to be provided by the Vendor. Unless otherwise negotiated between the DIR Customer and Vendor, MPS includes the management of output device consumables; toner/ink cartridges, developer, drums, staples etc. It is the Vendor's responsibility to manage the procurement, and restocking of consumables as necessary. All costs for these supplies will be the Vendor's responsibility.

- Proactive Support Services
  Providing electronic monitoring and support services for document output devices that will result in fewer support calls and decrease device down time. **Each Vendor contract that provides maintenance or support as a Service shall include a Service Level Support Agreement as a part of their contract**.

- Asset Tracking
  Manage all tracking of output devices to include, but not be limited to, physical location of device, device usage, and maintenance records.

- Installation/Moves/Changes/Returns
  Provide installation of new output devices, relocation of existing or new output devices, and continued modification or upgrade of output devices, including Returns of

equipment. Cost for all handling, packing, transport, insurance, removal and installation and return charges, to include device hard drive data purging (aka hard drive wiping) or hard drive removal and subsequent return to the DIR Customer, shall be the responsibility of the Vendor. Vendor shall perform all installations and shall verify proper operation of all equipment. For installation and removals that require special rigging, Vendor shall submit a price quote to DIR Customer for approval prior to any work being done. Vendor shall contact the DIR Customer to inquire about stairs, loading dock, etc.

- Technical Support/Help Desk Service

  Provide technical assistance in the installation, operation, maintenance of MPS document output devices upon request. Unless otherwise negotiated between the DIR Customer and Vendor, such assistance shall be available from 8:00 A.M. until 5:00 P.M. (Standard Business Hours), Central Time, Monday through Friday, at no additional cost. Additional services such as: Weekend, Holiday, and 24x7x365 coverage may be negotiated, as required by DIR Customer. Texas holidays are defined by the Texas Comptroller of Public accounts at https://comptroller.texas.gov/about/holidays.php (link: State of Texas Holiday Schedule - Fiscal 2019). Technical services must include assistance in the installation and network configuration of new devices and software. Vendor shall supply a toll-free telephone number and/or specific email address for Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. The support process must include the ability to track service calls as well as a timely confirmation for, and a resolution of, all Customer service requests submitted.

- Training

  Provide output device and work-flow training as necessary to fully take advantage of the MPS. For new device installations, the Vendor shall provide (at a minimum) one (1) on site on-boarding training session per new device model/category. The number of training sessions shall reflect the size and scope of the installation and the number of users. Each training session will be a minimum of one (1) hour in length and will familiarize users with the new device(s). Training services must include instructional sheets, user guides and other related documentation as part of the program rollout and on an ongoing training/refresher/updated technology as determined by DIR Customer and Vendor.

- Standard and Ad-hoc Reporting and Documentation

  Produce various types of reports via online or hard copy as may be required by DIR Customer. Vendor must define all standard reports and a description of the Ad Hoc reporting process in their Service Level Support Agreement.

- Managed Print Services Accounting Services

  For accounting requirements, when applicable, the document output device(s) provided under MPS must have the ability to account for the usage costs by job, task, device, user, location, department or other similar Customer requirement. Costs for any counting device must be included in monthly MPS pricing.

- End of Engagement/De-Installation Services

  Provide de-installation (packing and handling) and removal of Vendor provided output

devices, including providing a plan to coordinate these services, at no cost to the DIR Customer. Services include, but are not limited to, managing all return processes for all devices provided by Vendor and performing and accrediting hard drive data security and purging in accordance with 1 TAC 202. The de-installation and removal of devices shall occur in a timely manner but no later than a removal completion date as agreed between Customer and Vendor. Customer shall not be liable for payment except for the time that a device is in use by the Customer. If the Vendor fails to meet the agreed upon completion removal date, they may be liable for any late removal fees that may have been previously agreed upon by Customer and Vendor.

- End of Engagement/Transition Plan
  Provide an end of engagement plan that, at a minimum, considers hardware, software and data network licenses and contracts, key personnel (DIR Customer staff and Vendor staff), knowledge transfer facilitated through documentation, accommodation and technology spaces, and data – on disks, storage locations, etc. End of Engagement plans shall be coordinated and developed by DIR Customer and Vendor. In addition, a transition plan that addresses the orderly transition to DIR Customer, or a successor MPS Vendor, of all MPS provided by Vendor.

- Additional Services/Emerging Technologies
  Responding Vendors are encouraged to provide any other services, including but not limited to emerging technologies for MPS, in addition to the above services being requested.

- Pooling and Overages
  Monthly Pooling of Click Charges shall be allowed for DIR Customers under a DIR Contract. Excluding color MFD, the Schedule or other Agreement between the DIR Customer and Vendor shall define each device as a Category of either: High, Medium, or Low according to the device Pages per Minute (PPM) output. Devices on the same contract and within the same Category may pool the allowed number of Click Charges per month for all of the devices within the same category. Overage or Excess Clicks will not be assessed until the total of all the individual Category Click Charges have been pooled together and exhausted.

Copiers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Printers

- Rental, Lease, Purchase, Fleet, and Mail and Production
- Portable and Stationary
- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

Scanners

- Rental, Lease, Purchase, Fleet
- Portable and Stationary

- Non-Multifunctional (single function), and Multifunctional (multiple functions), Network capable and Non-Network (stand-alone)

3D Printers

DIR intends to establish and provide contracts to DIR Customers for 3D printers capable of processing or making three dimensional solid objects from a digital file achieved using additive processes. DIR is interested in 3D printers that can offer 3D technology to all agencies across the state of Texas in all industries to include healthcare (i.e., bioprinting, prosthetic, chemistry, sensors, medical models, bone, valves, cartilage, medical equipment, cranium replacement, temporary skin for burn victims.

3D Printer technologies all share the common theme of sequential-layer of material addition/joining throughout a 3D work envelope under automated control. Responding Vendors should provide full device descriptions including device type, including *but not limited to* Extrusion, Wire, Granular, Laminated, Light polymerized or Powder bed and inkjet head and the technology associated with the device such as Fused Deposition Modeling (FDM), Electron Beam Freeform Fabrication (EBF3), Selective laser sintering (SLS), etc.

Include any trademark or patent-specific, warranty or licensing agreements with proposal. Vendor may propose accessories, additives and raw materials as Accessories or as Miscellaneous/Other Items in Bid Package 2, Pricing Sheet.

3D Printer Types and Methodologies

Type	Technology		Type	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)		Granular	Direct metal laser sintering (DMLS)
Laminated	Laminated object manufacturing (LOM)			Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)			Selective laser melting (SLM)
	Digital Light Processing (DLP)			Selective heat sintering (SHS)
Type	**Technology**		**Type**	**Technology**
Wire	Electron Beam Freeform Fabrication (EBF3)			Selective laser sintering (SLS)
Extrusion	Fused deposition modeling (FDM)			

Accessories

Accessories may be defined as a thing that can be added to something else in order to make it more useful, versatile, or attractive.

Accessories may exist under the following product categories (although not inclusive): Printers, copiers, scanners, plotters, facsimiles, 3D printers. Tab 3 of Bid Package 2 Pricing Index titled

Entire Product Offering has listed **Accessories** as a Category. Vendor should list all products that they consider as an accessory, peripheral, or ancillary product within the Accessories category. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. **If an accessory is not listed in tab 3, Entire Product Offering, it may not be offered on a resulting contract.**

The following are some examples of an accessory: power surge, power conditioner, document feeder, punch, trimmer, wireless accessory, memory, finisher, kits, licenses, tools, monitor, envelope inserters, cables, keyboards, additives, raw materials, plotter paper, etc.

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, on demand printers, facsimile machines, copiers, multifunction printers, document scanners, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

Security

The Vendor must provide for the security of all Documents picked up from Customer and the Documents must be transported in a closed and locked vehicle with appropriate climate control. Documents must be secured in such a manner as to prevent them from being damaged or disarranged during transport.

The Vendor must take all necessary precautions to ensure against loss or theft while in possession of the Documents, or at any time while they are the Vendor's responsibility (as in the case where an authorized subcontractor is used). Additionally, the Vendor must have appropriate staff criminal history checks and bonding as required by the Customer's written SOW or ordering document. The Vendor must maintain proper control and handling of the Documents in order to prevent unauthorized access and/or access to the Documents by unauthorized individuals.

The Vendor must provide for Secure storage of Source Media while in its' custody. It is reasonable for the Vendor to store Source Media for 30 Business Days before the start of a project and 30 Business Days after the completion date at no cost to Customer. If there is a charge for additional days of storage, then it must be included in Bid Package 2, Pricing Index, tab 3 Entire Product Offering. Completion date should be defined as the final delivery date for the records imaged

unless otherwise agreed by the Vendor and Customer. The Vendor must not connect imaging equipment to the internet without Customer's prior written approval.

The Vendor must utilize a location that is properly Secured in order to ensure adequate protection against theft of or damage to Customer Documents. Documents should not be exposed to food, drink, or other contaminants at any time. Documents must be unloaded and scanned in a Secure location and may not be left in an unsecure location or in a Secure location accessible to unauthorized persons.

Vendor's facilities must meet or exceed the following minimum security and environmental requirements:

- physical security and access control systems;
- basic environmental controls, such as air conditioning and heating;
- an automatic fire detection system;
- emergency opening and alarm activation capabilities that are in compliance with all applicable government fire and safety codes;
- 24 hours per day / 365 days per year police and fire monitoring; and
- Immediately upon becoming aware of any loss, damage to or theft of Customer Documents, data, Images, etc., the Vendor must notify the Customer and the DIR Contract Manager.

The Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States. All work and data must remain always and exclusively in the continental United States. The Vendor must handle, distribute, and store confidential Documents in accordance with all applicable security regulations and laws, including but not limited to Texas Business and Commerce Code Chapters 521, 502, and 503; 15 USC §§6801 et seq. (Gramm-Leach-Bliley Act), 26 USC §§ 6108, 7609 (Tax Reform Act), 5 USC §552a (federal Privacy Act); 29 USC §1181 et seq. (HIPAA). In addition, Vendors must also support Customer's processes for managing records' lifecycle. Additionally, Vendor must comply with, at a minimum, the statutes and regulations regarding all record management and electronic records listed below:

- State – Gov't Code 441.180-205 and rules 13 TAC 6
- Local – Local Government Records Act – Local Gov't Code 201-205 and rules 13 TAC 7

The following items are included in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) under Document Imaging Services/Solutions. Vendor's proposed pricing may offer one, all or none of the following items, depending on their line of business. These categories have been identified from product/services sales data on the current SPD contracts. In the event that the document imaging items listed in the Pricing sheets do not adequately align with the Vendor line-of-business/offerings, Bid Package 2, Pricing Index, tab 3 (Entire Product Offering) provides for **Miscellaneous/Other** products/services pricing to add unique or miscellaneous document imaging product/services/solutions, as long as the offering is with the scope of Document Imaging as defined in this RFO.

Black and White Image Capture	Low (200 DPI)		Index Field - Type 1	16-30 Characters
Black and White Image Capture	Medium (300 DPI)		Index Field - Type 1	31-45 Characters

Black and White Image Capture	High (400 DPI)	Index Field - Type 2	Up to 15 Characters
Black and White Image Capture	Very High (600 DPI +)	Index Field - Type 2	16-30 Characters
Black and White Image Capture	Preservation < 600 PPI	Index Field - Type 2	31-45 Characters
Black and White Image Capture	Preservation >= 600 PPI	Searchable PDF Documents	Scanned images with text portions
Color Image Capture Service/Solution	Medium (300 DPI)	Special Document Handling Service/Solution	Handling includes overnight vault storage services
Color Image Capture Service/Solution	High (400 DPI)	Special Document Handling	Special handling for fragile materials
Color Image Capture Service/Solution	Very High (600 DPI +)	Special Document Handling	Handling includes stringent environmental requirements/solutions
Color Image Capture Service/Solution	Preservation < 600 PPI	Capture from Special Formats Service/Solution	Photographic prints
Color Image Capture Service/Solution	Preservation >= 600 PPI	Capture from Special Formats	Photographic negatives
Large Format Image Capture Service/Solution	Medium (300 DPI)	Capture from Special Formats	Newspapers
Large Format Image Capture Service/Solution	High (400 DPI)	Capture from Special Formats Service/Solution	X-Rays
Large Format Image Capture Service/Solution	Very High (600 DPI +)	Capture from Special Formats Service/Solution	Manuscripts
Transparent Media Image Service/Solution	Medium (1200 PPI)	Capture from Special Formats Service/Solution	Drawings
Transparent Media Image Service/Solution	High (2400 PPI)	Capture from Special Formats Service/Solution	Bound Books
Transparent Media Image Service/Solution	Very High (4000 PPI +)	Enhancing Images Service/Solution	Bit depth
Image Processing Service/Solution	Low (200 DPI)	Enhancing Images Service/Solution	Resolution
Image Processing Service/Solution	Medium (300 DPI)	Enhancing Images Service/Solution	Tonal dynamic range
Image Processing Service/Solution	High (400 DPI)	Enhancing Images Service/Solution	Contrast
Image Processing Service/Solution	Very High (600 DPI +)	Enhancing Images Service/solution	Color space
Image Processing Service/Solution	Preservation < 600 PPI	Delivery Media	CD
Image Processing Service/Solution	Preservation >= 600 PPI	Delivery Media	DVD

Microfiche Conversion Service/Solution	Conversion of microfiche to digital Images	Delivery Media	USB
Microfilm Conversion Service/Solution	Conversion of microfilm to digital Images	Delivery Media	External hard drive
Index Field - Type 1	Up to 15 Characters	Transportation of Source Material	Secure carrier charge for each box in shipment
Secure Document Destruction Service/Solution	Non-Paper Destruction Service/solution	Secure Document Destruction Service/Solution	Paper Destruction

Source Document Destruction or Return

Upon termination or completion of all work and/or at specified intervals as required by Customer, the Vendor must comply with the Customer requirements for Document disposal or return. All source Documents and materials produced or delivered, if not already the property of the Customer, will become and remain the property of the Customer.

When required by the SOW, the Vendor must destroy (rather than return) the Source Media and as requested, send written confirmation or certificate of destruction to the Customer that the information has been destroyed. State agencies are required to use the set-aside Document Destruction Services Contracts as per Human Resources Code §122.008 and Vendor(s) are encouraged to accommodate the Customer requirements. It is not expected that Documents are to undergo Re-preparation if the Documents are to be destroyed; however, it is always dependent on Customer requirements as spelled out in the SOW as to what will be required with Documents following imaging.

All data must be destroyed in accordance with Customer records series retention periods and records management practices via written consent. This requirement includes any data that may have been captured by scanning devices used in a Digital Imaging project for any PA. The Vendor must comply with the requirements of 1 TAC §202.26 or §202.76, as applicable, regarding destruction of information stored on hard drives or other media.

The Vendor must describe how all data Captured will be destroyed once data backup and retention requirements no longer apply and certify in writing to the Customer that the information has been destroyed.

Customer Service

The Vendor must deliver "best in class" Customer Service. Vendor's Service Level Support Agreement should address Vendor Customer Service including, but not limited to, general service call center, relationship management for escalation of issues, and technical representative available to the Customer. A well-detailed Service Level Support Agreement will provide descriptions of all aspects of customer service related to services to be performed and solutions provided by Vendor under a Contract issued as a result of this RFO including standard procedures and corrective action procedures if issues are discovered by the Customer.

Training

If training is requested by PA, Vendor shall provide all training at no cost unless training costs

are listed on the Price Sheet Attachment. Use your response to describe your Training Services and what separates your company from others.

Enterprise Content Management (ECM)

Enterprise Content Management (ECM) is used to create, store, distribute, discover, archive, transform and manage unstructured content (such as scanned documents, email, reports, medical images and office documents), and ultimately analyze usage to enable organizations to deliver relevant content to users where and when they need it. Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

The ECM in this RFO includes such software and SaaS and cloud services to facilitate content management records management, document management, document storage/ imaging/archiving/retrieval, and enterprise content management such as, but not all inclusive as:

- IT Based ECM Software and Services to include (although not all inclusive):
    - document conversion;
    - records management and storage;
    - information governance;
    - transactional content management;
    - social content management;
    - online channel optimization; and
    - infrastructure content management.
    - Software as a Service for video, mobility, social, and cloud platforms.
    - Digital Asset Management
    - Archiving
    - Imaging
    - Business Process Management
    - Records Management
    - Document Management
    - Web Content Management

3.1.1 Pricing

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 related services, if any, shall be priced and discounted as instructed in this solicitation number DIR-TSO-TMP-419. All products for Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services may be made available on a single Vendor contract depending upon 1) the vendor's offerings in their proposal, 2) successful evaluation scoring, and 3) successful negotiations.

Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS. Failure to

respond as instructed may result in Vendor's offer being disqualified from further evaluation.

3.1.1.1 Bid Package 2 Pricing Index

Pricing Index: Bid Package 2 has six (6) tabs.

- The **first tab** (titled **1 - Instructions**) contains instructions for completing the Price Sheets that will assist as the Vendor completes their proposal.

- The **second tab** (titled **2** - **BidStamp Pricing Sheet**) has representative samples (titled **EXAMPLE**) of products. Below Examples (in white/uncolored rows) is a list of products that should be entered in to the BidStamp VIS Portal Price Form. Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. **If you do not offer the product listed in tab 2 Price Sheet, do not enter it into the BidStamp VIS Portal Price Form. If you do offer the product listed in tab 2 Price sheet, enter it into the BidStamp VIS Portal Price Form.** You will not be penalized if you do not offer a particular product and it will not affect Vendor's scoring/rating.

    - MPS Category: For instance, if you do not offer a copier line that falls within the M1 Volume Band (1 – 30 Pages per Minute [PPM]) then you should not enter it into the BidStamp VIS Portal Price Form. If you do offer six M1 Volume Band products/copiers, there are separate rows on the Pricing Sheet for **"lowest"** and **"highest".** Of the six M1 Volume bands that you offer, list the lowest-priced product and the highest-priced product/copier in the M1 Volume Band of the BidStamp VIS Portal Price Form.

- Tab 2 – BidStamp Pricing Sheet (tab 2) has sections titled:
    - Managed Print Services, Network Devices, Non-Network Devices [scanners, plotters, facsimiles, etc.] (**MPS**)
    - Document Imaging (**DIS**)
    - Enterprise Content Management (**ECM**)

  NOTE: For BidStamp VIS Portal Price Form, it is very IMPORTANT that for each applicable category only enter **"MPS"**, **"DIS"** or **"ECM"** in the **BRAND** Column.

- For BidStamp ENTRY: It is IMPORTANT to know if the following fields are left blank or not populated an ERROR will occur:
    - BRAND
    - Product Number/SKU
    - MSRP
    - Discount % off MSRP
    - Manufacturer or Reseller

- The **Third tab** (titled **3 - Entire Product Offering MPS**) provides several examples under each category:
  - Managed Print Services, Network Devices, Non-Network Devices
    - Service Level Agreement "SLA Project/SOW"
    - Related Services
    - Accessories
    - Miscellaneous/Other

- The **Fourth tab** (titled **4 - Entire Product Offering DIS**) provides several examples under each category:
  - Document Imaging
    - Miscellaneous/Other

- The **Fifth tab** (titled **5 - Entire Product Offering ECM**) provides several examples under each category:
  - Enterprise Content Management
    - Related Services
    - Miscellaneous/Other

  Vendors must submit their complete catalog of products with specific pricing in the format outlined on **third tab, fourth tab and fifth tab** titled **3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM**. This Microsoft Excel ™ file shall be submitted as an attached file to the Vendor proposal through the VIS Portal. Vendor should add additional rows to provide **all** products and pricing that are offered in their response. Vendor should not delete any tabs or delete any columns. **If a product or service is not listed in tabs 3 - Entire Product Offering-MPS, 4 - Entire Product Offering-DIS and 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

- The **sixth tab** (titled **6 - Volume Discount**): DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index. In addition to VOLUME pricing for specific Products and/or Services, DIR encourages Vendors to propose increased discount based on total statewide aggregate contract sales for Products and Services. See Instruction tab in Bid Package 2, Pricing Index for volume pricing instructions.

DIR is not soliciting Managed Print Services (MPS), Printers, Copiers, 3D Printers, and Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services for the agency. DIR establishes statewide master contracts for use by DIR eligible customers. 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.

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

3.2. Related Services

Related services are any value-added service that Vendor may perform as related to the products proposed in Section 3.1. Related services include but are not limited to: product installation, maintenance and technical support, project management, managed services and product training and Managed Print Services. Any Vendor offering product Services must submit a description of those services and the related pricing in Bid Package 2 Pricing Index, tab 3 (Entire Product Offering) of the spreadsheet in the Automated Pricing Form in the BidStamp VIS in the (MS Excel©) format provided in the Pricing Sheet attachment. **If a product or service is not listed on Tab 3 - Entire Product Offering-MPS, Tab 4 - Entire Product Offering-DIS or Tab 5 - Entire Product Offering-ECM Entire Product Offering, it may not be offered on a resulting contract.**

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

3.3. Emerging Technologies

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 DIR-TSO-TMP-419. Vendor may propose such products and related services throughout the term of the contract. In order to meet the needs of DIR customers, DIR may request the addition of products and services within scope of DIR-TSO-TMP-419 by augmenting the original solicitation through a competitive bidding process. Pricing and terms will be negotiated upon DIR agreement. Any determination will be at DIR's sole discretion and any decision will be final.

3.4. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Senate Bill 533 (85R) relating to DIR Cooperative Contracts. Senate Bill 533 (SB533) requires state agencies to adhere to the following purchasing thresholds:

Threshold Requirements for IT Commodities (Hardware, Software and Services)

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
$50,000.01 to $1,000,000,00	Three (or all DIR Vendors in a category with less than three vendors)
$1,000,000.01 to $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000.01	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

In addition, TGC Section 2157.0685 requires that state agencies procuring more than $50,000

worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

Threshold and SOW review and signature processes do not apply to Institutions of higher education, K-12, local governments, assistance organizations, or out-of-state customers.

3.5. Electronic and Information Resources (EIR) Accessibility

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and WCAG 2.0 AA as applicable, and when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Accordingly, **all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATs located on manufacturer websites for each proposed product or product family prior to an award for the proposed product or product family.** Instructions on how to complete a VPAT® can be found on DIR's website.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must use the VPAT form to: (1) specify each exempt product or product family and indicate "Not Applicable" in the "Supporting Features" column of the Summary Table; (2) provide an explanation in the "Remarks" column of Summary Table.

- For Consumer Off the Shelf (COTS) products, including Software as a Service (SaaS), a completed, accurate **Voluntary Product Accessibility Template (VPAT)** for each product or service included in the submitted pricelist.

Vendors who do not already have accessibility documentation should complete the form located here: http://www.itic.org/public-policy/accessibility. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

In addition to the VPAT requirement, vendors **must** complete the **Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment**. (Bid Package 10)

3.6. Form of Contract

3.6.1 Sample Contract and Terms Negotiation

Negotiation: 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 the **sample** *Contract for Products and Related Services* attached as "Bid Package 3" and the *Standard Terms and Conditions for Products and Related Services Contracts* attached as "Bid Package 4" to the posting for this RFO, requisition number DIR-TSO-TMP-419, on the Electronic State Business Daily, http://www.txsmartbuy.com/sp

3.6.2 Proposed Changes and Exceptions

Caution: Vendors' Responses may be disqualified if their exceptions are excessive, or if they except to non-negotiable terms, as described below. Item 11 of Exhibit A contains the format for Vendor to note any exception to any provision, term, or condition specified in the *Contract for Products and Related Services and Standard Terms and Conditions for Products and Related Services Contracts*. Vendor should provide any proposed changes to contract language in redline in the "Proposed Language (redline)" column of the chart in Item 11 of Exhibit A. **Vendors may request exceptions to standard contract terms and conditions; however, (1) where noted, exceptions to certain terms and conditions will not be allowed. If Vendor is unable to comply with these provisions, the Vendor's response may be subject to disqualification from further consideration for this solicitation; (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 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.

DIR anticipates an initial contract term of two (2) years renewable automatically in one (1) optional two-year renewal and one (1) optional one-year renewal under the same terms and conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modifications of terms or not renew. In the event of prolonged contract negotiations 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 *Standard Terms and Conditions for Products and Related 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.

4. General Information

4.1. Point of Contact

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

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

4.2. Contact with DIR Staff

Upon issuance of this RFO, employees and representatives of DIR other than the Point of Contact identified in Section 4.1 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.

4.3. Anticipated Schedule

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 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 W. 15th Street
Ground Floor, Room 103
Austin, Texas 78701

Webinar Information
A webinar will be held on the date and time specified in RFO Section 4.3.1 above.
To reserve a webinar seat, register at:

https://attendee.gotowebinar.com/register/2982423486435590147

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

DIR will provide conference and webinar attendees with an 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://www.txsmartbuy.com/sp. 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 during the time period that the solicitation is Open per the RFO Schedule in 4.3.1. 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.

4.3.3 Written Questions and Official Answers

Vendors shall submit all questions regarding this RFO through the BidStamp VIS. **Questions regarding this RFO will be accepted until the date and time specified above in Section 4.3.1, RFO Schedule.** Note: Texas observes Daylight Savings Time. Official answers will be posted as an addendum to this RFO, requisition number DIR-TSO-TMP-419 on the Electronic State Business Daily (ESBD), http://www.txsmartbuy.com/sp. 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.

4.4. 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 2161.252(b), 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.

4.4.1 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 available in the BidStamp VIS. 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 uploaded into BidStamp. The completed plan shall become a part of the contract that may be awarded as a result of this RFO.

4.4.2 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.

4.4.3 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.jsp. For additional information, contact the CPA's HUB program office at StatewideHUBProgram@cpa.texas.gov. 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.

4.5. Vendor Qualifications

4.5.1 Authorized Vendors

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

1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher 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. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

2) Vendor 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. Vendor may also sell directly to Customers. 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. Signed letters of authorization must be submitted on Manufacturer/Publisher letterhead with original signature with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**

4.5.2 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.

4.5.3 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://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/

4.5.4 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 12 of Exhibit 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 DIR within the past five (5) years;
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 DIR. Disclosure of former state employees may be limited to the last five (5) years; and
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.

4.6. 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 solicitation response due date listed in section 4.3.1. No late responses will be reviewed**. No facsimile or e-mail responses shall be accepted. No physical written responses will be accepted unless pre-approved and authorized by DIR in accordance with section 2.1 of this solicitation.

4.6.1 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 electronically in the BidStamp VIS or if accommodation is granted by DIR, when received by the Purchasing Office on the 13th floor.

4.7. Response Format and Contents

Per section 2.1 of this solicitation, any Vendor responding to this RFO must submit their response through the BidStamp VIS unless granted an accommodation by DIR by the appropriate deadline.

4.7.1 Mandatory Response Contents

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

1) **Vendor Information – Exhibit 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. Vendors Response should offer information to support its capability to provide the products and services requested in this RFO. Attachments 1 and 2 must be completed and submitted with the response if applicable per Item 21, Canceled Contracts.

2) **Vendor History and Experience - Exhibit B of this RFO**
   Vendors Response should offer information to support its capability to provide the products and services requested in this RFO.

3) **Contract Marketing and Support Plan – Exhibit C of this RFO**
   Vendor must provide a plan that describes the Vendor's ability and strategy for promoting and supporting the contract, if awarded.

4) **HUB Subcontracting Plan Forms – Exhibit D 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. **The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal**. Refer to Section 4.4 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 signed copy of the HSP must be uploaded and submitted in the BidStamp VIS.**

5) **Product Pricing**
   Vendor shall provide a detailed description and the specific pricing for any products and related services that Vendor is proposing to offer in response to this RFO **via the Automated pricing Form in the BidStamp VIS**. Vendor shall provide specific pricing for the products and related services applicable to their response. Bid Package 2 – Pricing Index will be uploaded into BidStamp VIS.

6) **Signed letter(s) from the Manufacturer / Publisher,** on Manufacturer/Publisher letterhead certifying that Vendor is an authorized reseller of Manufacturer's / Publisher's products. Handwritten signature or certified digital signature (i.e. Docusign) are acceptable; typed or script font signatures are not.

7) **Software License Agreements and/or Service Agreements**
   Vendor shall provide any Software License Agreements and/or Service Agreements that are applicable to the services Vendor is proposing. These Agreements must, at a minimum, allow and provide for inclusion of the terms and conditions of the *Contract for Products and Related Services* (Bid Package 3) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 4).

8) Policy-Driven Adoption for Accessibility – Bid Package 10

Vendor must provide the PDAA form (Bid Package 10) as requested in Section 3.5, Electronic and Information Resources (EIR) Accessibility, of this RFO.

4.7.2 References – Bid Package 8

Vendor must send the Vendor Reference Questionnaire (Bid Package 8) to three (3) companies or government agencies. Instructions are included on the questionnaire. Vendor may submit the Vendor Reference Questionnaire to companies or government agencies through the BidStamp VIS. DIR is not responsible for undeliverable e-mails or for non-responsive references. Vendor's references will be evaluated in accordance with Section 5.2.2. 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. References may be contacted for clarification at DIR's discretion.

4.7.3 Accessibility of Electronic Response Documents – Bid Package 9

Vendor response documents should be submitted in a format that is accessible to people with disabilities. This can include, but is not limited to accessible Office, Adobe PDF, or other productivity document suite. **Vendor should not submit scanned documents.**

4.8. 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 may 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.

4.9. 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-419 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp. 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 RFO 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.

4.10. 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.

4.11. 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.

5. Evaluation, Negotiations, and Award

5.1. 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.

5.2. Evaluation Criteria

5.2.1 Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12)
2. Compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:
    a. A letter grade score of D or F in the Vendor Performance System;
    b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
    c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

5.2.2 Weighted Evaluation Criteria

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

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).

5.3. Oral Presentations, Best and Final Offer

DIR in its discretion shall make the determination whether to request oral presentations and/or engage in the Best and Final Offer process. Both oral presentations and 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.

5.4. Negotiations

At the conclusion of the evaluation, as described within Sections 5.1 through 5.3 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.

5.5. 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 on the Electronic State Business Daily, http://www.txsmartbuy.com/sp, 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.

5.6. 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

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Bid Package 1 Exhibit 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) Company Name: _____

2) Comptroller of Public Accounts 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) Officer or Agent empowered to contractually bind the Vendor:
Name:
Title:
Address:
Phone Number:

Fax:
Email:

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

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

10) Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies. 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).

11) List below by subsection all exceptions to the *Contract for Product and Services* and *Standard Terms and Conditions for Product and Services Contracts* **in redline form**. You must include the basis of your exceptions 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. Vendor shall not redline the contract or Exhibit A. All exceptions must be listed in the chart below.**

Section	Section Title	Explanation of Exception	Proposed Language (redline)

12) Vendor and Subcontractor Conflict of Interest Disclosure
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.

13) 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.**

14) Electronic Product Environment Assessment Tool (EPEAT). To the extent Customers use products provided by Vendor in the delivery of Services offered under this RFO, indicate whether the products provided are EPEAT certified and identify the applicable EPEAT rating (bronze, silver or gold) for certified products. If products provided are not EPEAT certified, describe Vendor's efforts to obtain EPEAT certified products.

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 Respondent's own program

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

16) 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
Responses must be submitted in the BidStamp VIS Portal	
Mandatory Response Contents	
Vendor Information – Exhibit A	
Vendor History and Experience – Exhibit B	
Contract Support Plan – Exhibit C	
Manufacturer Letters, Section 4.5.1	
HUB Subcontracting Plan Forms – BidStamp VIS Form (Print, sign and upload)	
Pricing Form (BidStamp VIS Portal)	
Accessibility Documentation (PDAA), Section 3.5 RFO Requirement	
Service Agreement(s) *(if applicable)*	

B. **Certification Statement**

The undersigned hereby certifies on behalf of *insert company name here* that DIR-TSO-TMP-419; 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) To the extent applicable to this scope of this Solicitation, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services offered in the response to this solicitation number DIR-TSO-TMP-419;
iv) Vendor agrees, if awarded a contract, to abide by the terms and conditions of the resulting contract;
v) 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;
vi) 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;
vii) 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;
(viii) 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;
(ix) 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;
(x) 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);
(xi) 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;
(xii) 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; .Enter the name and Social Security Numbers for each person below (alternatively, if this section applies, Vendor may make a note here and include Names and Social Security Numbers on a separate page and include it in the electronic folder labeled "Confidential and Proprietary."

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

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

(xvi) 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;

(xvii) 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;

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

(xix) 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

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

(xxi) Respondent certifies that there have been ☐ **yes** / ☐ **no** canceled contracts in the past five (5) years. Note: If yes is checked, Respondent must complete Exhibit A, Attachment 1 & 2 and submit with the response; and

(xxii) Vendor represent and warrant as required by Texas Government Code section 2270.002, by executing this Contract, that Vendor does not, and will not during the term of this Contract, boycott Israel. Vendor further certifies that no subcontractor of the Vendor boycotts Israel, or will boycott Israel during the term of this Contract. Vendor agrees to take all necessary steps to ensure this certification remains true during the term of this Contract.

_____

Signature of Officer or Agent empowered to contractually bind the Vendor

_____

Date

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Exhibit A
Attachment 1
List of Vendor's Cancelled Contracts

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR ANY IDENTIFIED CONTRACT CANCELLED WITHIN THE PAST FIVE YEARS REFERENCE AND SUBMITTED WITH THE RESPONDENT'S REQUIREMENTS SUBMISSION

RESPONDENT NAME: _____

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

COMPANY NAME			
COMPANY ADDRESS (Street, City, State, Zip Code)			
*CONTACT NAME / PHONE			
*E-MAIL			
CONTRACT AWARD DATE:	OPERATIONS START DATE:	CONTRACT CANCELLATION DATE:	
DESCRIPTION OF SERVICE:			
REASON FOR CANCELLATION:			

*** Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference**

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419
Exhibit A
Attachment 2
RESPONDENT RELEASE OF LIABILITY
(TO REFERENCE)

THIS FORM MUST BE COMPLETED/SIGNED BY RESPONDENT FOR EACH IDENTIFIED REFERENCE (CANCELLED CONTRACT REFERENCES) AND SUBMITTED WITH THE RESPONDENTS REQUIREMENTS SUBMISSION

To company providing the reference:

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

Enter name of company (Respondent) or key staff person's name needing a reference

to the:

Texas Department of Information Resources
Solicitation Evaluation Team

Please disclose any and all information that you deem relevant relating to the above-named parties' business relationship. By signing this document, the entity and, if applicable, individual key staff person signing below releases the above-named company providing a reference, its agents, employees, and all persons, natural or corporate, in privity with above-named company providing a reference from any and all liability, claims or causes of action arising from their disclosure of information pursuant to this request for a business reference.

Signed the _____ day of _____, 20____.

_____
(Respondent Signature)

_____
(Respondent Printed Name)

_____
(Respondent Title)

Signed the _____ day of _____, 20____.

_____
(Key Staff Signature or "N/A" if Respondent-level release)

_____
(Key Staff Printed Name)

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit B
Vendor History and Experience

1) Provide a **detailed** history of your company.

2) Provide the number of years your company has sold the products/services proposed in your response to this RFO.

3) Provide the number of years your company has sold the products/services proposed in your response to this RFO to Texas state agencies, local governments, independent school districts, and institutions of higher education.

4) Indicate whether or not Texas state agencies, local governments, independent school districts, and institutions of higher education have purchased the products/services proposed in your response to 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.

5) 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 the same products/services requested in this RFO.

_____Yes _____No

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

6) Indicate whether or not your company holds a contract with any entity or consortium authorized by Texas law to sell the 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.

7) Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.

_____Yes _____No

If yes, provide the DIR contract number(s).

END OF EXHIBIT B

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Bid Package 1 Exhibit C
Contract Marketing and Support Plan

Vendor must provide a 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 the services listed in this RFO to eligible DIR Customers. A Contract Marketing Plan, as an example, would list the marketing elements Vendor would use like publishing on DIR website, email signature tag, Trade Publication Advertisements etc.

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

3) Provide the projected total sales of the 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.

4) Do you have other existing DIR Contracts? If yes, list those existing DIR contracts, and explain how this contract will impact the marketing and support of your other contracts? How will your other contracts impact the marketing of this contract, should you receive an award?

5) 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. In a narrative, describe how the Vendor will manage the contract to ensure uninterrupted, high quality performance and overall contract effectiveness.

END OF EXHIBIT C

Texas Department of Information Resources

DIR-TSO-TMP-419 Bid Package 1
Exhibit D

Sample HUB Subcontracting Plan

Complete an automated version of the HUB Subcontracting Plan in BidStamp.
Note: Vendors must also print, sign, and upload the signed HSP. (reference Vendor Guide Section 5.4)

Rev. 2/17

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 <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> 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 <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB 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 (i.e., employees, supplies, materials and/or equipment), 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

<u>Continuous Contract</u>:** ***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, to include 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.

Rev. 2/17

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) §20.284 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 §20.285(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 the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's 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 contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "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, including employees, goods and services. (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 do not have a continuous contract* in place for more than five (5) years.	**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 https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

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 **do not** have a **continuous contract*** in place with for **more than five (5) years**, **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 #: DIR-TSO-TMP-419

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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 do not have a continuous contract* in place for more than five (5) years.	**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 #: DIR-TSO-TMP-419

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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 available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

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

Reminder:

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

HSP Good Faith Effort - Method A (Attachment A)

Rev. 2/17

Enter your company's name here: _____ Requisition #: DIR-TSO-TMP-419

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

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 the attachment.

Item Number: _____ 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 Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

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

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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

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 the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its 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*, 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 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 https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and 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 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 you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. 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 Texas Vendor Identification (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	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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

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

Rev. 2/17

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

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

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

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

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. 2/17

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, §20.285 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 §20.282(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 #: _____ Bid Open Date: _____ (mm/dd/yyyy)

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 _____ (Central Time) on _____ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, 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, §20.282(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
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimilie Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
BID PACKAGE 2 - PRICING INDEX

Instructions

CATEGORIES MUST BE ENTERED IN BIDSTAMP AS LISTED BELOW.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
!! IMPORTANT!! For this category only enter "MPS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a copier line that falls within the M1 Volume Brand (1 - 30 pages per Minute [PPM]) then add it as a row on the BIDStamp VIS Price Form. Add rows for the lowest-priced product and the highest-price product (if you offer both) in multiple rows for the M1 Volume Band in the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: A product number/SKU must be entered
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 3 - ENTIRE PRODUCT OFFERING - MPS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
TAB 3 - ENTIRE PRODUCT OFFERING - MPS - is not entered in the BidStamp VIS; it is entered in the tab titled "3 - Entire Product Offering - MPS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.

3) **For all Tabs above - Price to DIR Customer shall include all Shipping and Handling or Transport fees.**

4) **For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.**

5) **IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP**

DOCUMENT IMAGING SERVICES

1) **TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing.**
Vendor must offer only one price for each product listed. The Price to the DIR Customer shall include all shipping and handling fees. If you do not offer anything in the product lines defined, do not add it to the BidStamp VIS Price Form.
IMPORTANT!! For this category only enter "DIS" in the BRAND Column !! IMPORTANT !!
DIR has provided Examples, followed by rows below the Examples in white/uncolored rows, which list specific Products for your pricing and entry into the BIDStamp VIS Price Form.
Example: If you do not offer a Microfilm (Digital Archive Writer), then do not enter that product row in the BIDStamp VIS Price Form.
Example: If you do offer a Microfilm (Digital Archive Writer), then add it as a row on the BIDStamp VIS Price Form.
PRODUCT PART NUMBER/SKU: For DIS PRODUCT PART NUMBER/SKU: if Vendor do not have an assigned Product Part Number/SKU, enter "Services". If providing Service/Solution vendor is listed as Manufacture.
Discount range (e.g., 0% - 99%) is not allowed.

2) **TAB 4 - ENTIRE PRODUCT OFFERING-DIS - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP).**
Vendor will provide a MSRP price list of Services/Solutions being proposed
Discount range (e.g., 0% - 99%) is not allowed.

	TAB 4 - ENTIRE PRODUCT OFFERING - DIS - is not entered in the BidStamp VIS; it is entered in the tab titled "4 - Entire Product Offering - DIS" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment.
3)	For all Tabs above - Price to DIR Customer shall include all shipping and handling fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP

ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES

1)	TAB 2 - BIDStamp PRICE SHEET - Is an EXAMPLE Price Sheet. You will enter each of the offerings in the white/uncolored rows into the BIDStamp VIS Price Form in accordance with RFO Bid Package 1, Section 3.1.1 Pricing. DIR has provided Examples, followed by rows below the Examples,which list specific Product Categories for your pricing. IMPORTANT!! For this category only enter "ECM" in the BRAND Column !! IMPORTANT !! PRODUCT PART NUMBER/SKU: A Product Part Number/SKU must be entered Discount range (e.g., 0% - 99%) is not allowed.
2)	TAB 5 - ENTIRE PRODUCT OFFERING - ECM - The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Vendor will provide an MSRP and Discount for EACH item that they wish to offer on their contract. If a product is not listed it may NOT be offered on their contract. Discount range (e.g., 0% - 99%) is not allowed. Product/Services detail list Pricing information is not entered in the BidStamp VIS. TAB 5 - ENTIRE PRODUCT OFFERING - ECM - is not entered in the BidStamp VIS; it is entered in the tab titled "5 - Entire Product Offering - ECM" and submitted in BidStamp VIS as an EXCEL spreadsheet Attachment. The Entire Product Offering is not entered in the BidStamp VIS; it is entered in "5 - Entire Product Offering - ECM" tab and submitted in BidStamp VIS as an EXCEL spreadsheet in the tab 5 format.
3)	For all Tabs above - Price to DIR Customer shall include all Shipping, Handling and Transport fees.
4)	For Tabs 3, 4, 5 and 6, DO NOT CREATE COLUMNS WITHIN THE TABS. ENTIRE PRODUCT OFFERINGS SHALL BE COMPLETED ON THE TABS PROVIDED IN THIS BID PACKAGE 2 AND UPLOADED WITH YOUR PROPOSAL AS AN ATTACHMENT.
5)	IMPORTANT!!! For BIDStamp ENTRY: An ERROR will occur if the following fields are left blank: BRAND, Product Number/SKU, MSRP and Discount % off MSRP
	TAB 6 - VOLUME DISCOUNT SHEET- The discount being offered shall be based upon the Manufacturer's Suggested Retail Price (MSRP). Volume Pricing information is not entered in the BidStamp VIS. If Vendor is proposing Volume Discounts, the service must be listed on the Volume Discount Tab with the associated type or grouped with an associated discount. For example: ABC Service, 1-5 Units - 10.00% - (two decimals) ABC Service, 6-10 Units - 20.00% - (two decimals) ABC Service, 10+ Units - 30.00% - (two decimals) All Volume Discounts will be listed on the Volume Discount Tab and will be submitted in the tab 6 EXCEL spreadsheet format as an Attachment.

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)
DO NOT make any changes to the format of the grids. Insert additional rows as needed.

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)

CATEGORY	BRAND	PRODUCT DESCRIPTION	PRODUCTS/SERVICES SUB DESCRIPTION	PRODUCT PART NUMBER/ SKU	MANUFACTURER "Y" IF APPLICABLE	RESELLER "Y" IF APPLICABLE	MSRP	Discount % off MSRP	UNIT
Volume Band M1 (Lowest Priced)	MPS	Nonac Copier Black and White	2 x 550 Sheet Paper Cassette, an 100-Sheet Stack Bypass, 512mb RAM, UFR II LT Printing, Network ScanGear, 10/100 Base TX Ethernet, USB 2.0 high speed connectivity and a drum unit	MKS345	Y		$1,000.00	30.00%	Each
Volume Band M3 (Highest Priced)	MPS	Copier Black and White	Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 4 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	DKE476		Y	$2,000.00	35.00%	Each
Volume Band C2 (Lowest Priced)	MPS	Copier Color	Digital Multifunction Copier, Standard Network Print & Scan, Duplexing, 100 Sheet Bypass, 2 x 550 Sheet Cassettes (L,L,L), 9" Wide Color Touch Screen Controlls, Scan to File / USB / Email, RADF, Stand	FIE873	Y		$3,000.00	40.00%	Each

	A	B	C	D	E	F	G	H	I	J
14	Non-MFD	MPS	Scanner	Scanner: Up to 4800 dpi optical resolution; 48 bit internal color depth; 8.5" x 11.7" maximum scan size; easy photo fix technology; advanced digital dust correction; 3-color RGB LEDs, Built-in Kickstand; High-speed usb 2.0 interface; photo scan software; 1 year warranty	JSLE8743	Y		$4,000.00	45.00%	Each
15	Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		$249.66	40.00%	Each
16	Non-MFD (Highest Priced)	MPS	3D Printer	Build Area: 2.36 x 1.77 x 3.94 in. (65 x 40 x 100 mm), XY resolution: 33 microns with patented grayscaling software, footprint: 9 x 9.5 x 24.2 in. (22.86 x 24.13 x 61.5 cm), electrical requirement: 110 VAC @ 3A, weight: 35 lbs (16 kg)	SOW09E		Y	$5,999.00	50.00%	Each
17	Volume Band M1 (Lowest Priced)		Copier Black and White							
18	Volume Band M1 (Highest Priced)		Copier Black and White							
19	Volume Band M3 (Lowest Priced)		Copier Black and White							
20	Volume Band M3 (Highest Priced)		Copier Black and White							
21	Volumen Band M5 (Lowest Priced)		Copier Black and White							
22	Volumen Band M5 (Highest Priced)		Copier Black and White							
23	Volume Band C2 (Lowest Priced)		Copier Color							
24	Volume Band C2 (Highest Priced)		Copier Color							
25	Non-MFD (Lowest Priced)		Facisimilie							
26	Non-MFD (Highest Priced)		Facisimilie							
27	Non-MFD (Lowest Priced)		Scanner							
28	Non-MFD (Highest Priced)		Scanner							
29	Non-MFD (Highest Priced)		3D Printer							
30	Non-MFD (Lowest Priced)		3D Printer							
31	**DOCUMENT IMAGING SERVICES**									
32	**IMPORTANT!! For this category enter "DIS" in the BRAND Column (See Example)**									
33	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
34	Imaging Services	DIS	Black and White Image Capture	Low (200 DPI)	Service	Y		$0.03	20.00%	Per Image
35	Imaging Services	DIS	Black and White Image Capture	High (400 DPI)	Service	Y		$0.04	30.00%	Per Image
36	Imaging Services		Color Image Capture	Medium (300 DPI)						Per Image
37	Imaging Services		Color Image Capture	Preservation >= 600 PPI						Per Image

	A	B	C	D	E	F	G	H	I	J
38	Imaging Services		Index Field - Type 1	Up to 15 Characters						Per Document
39	Imaging Services		Index Field - Type 2	31-45 Characters						Per Document
40	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Image
41	Imaging Services		Delivery Media	Microfilm (Digital Archive Writer)						Per Roll
42	Imaging Services		Microfilm Conversion	Conversion of microfilm to digital Images						Per Image
43	Imaging Services		Microfiche Conversion	Conversion of microfiche to digital Images						Per Image

	A	B	C	D	E	F	G	H	I	J
44	**ENTERPRISE CONTENT MANAGEMENT PRODUCTS, SOFTWARE, SERVICES, AND RELATED SERVICES**									
45	**IMPORTANT!! For this category enter "ECM" in the BRAND Column (See Example)**									
46	**CATEGORY**	**BRAND**	**PRODUCT DESCRIPTION**	**PRODUCTS/SERVICES SUB DESCRIPTION**	**PRODUCT PART NUMBER/ SKU**	**MANUFACTURER "Y" IF APPLICABLE**	**RESELLER "Y" IF APPLICABLE**	**MSRP**	**Discount % off MSRP**	**UNIT**
47	Software	**ECM**	Digital Enterprise Mid Level Enterprise Content Management Software. Gartner Majic Quadrant rated. The solution can be hosted on premise or in the cloud, depending on the user's needs.	Software is a document management solution (DMS) that is suitable for companies of all sizes and in a wide range of industries such as accounting and financial services, manufacturing and health care.	SOFTWARE123	Y		$6,500.00	25.00%	Perpetual
48	Software	**ECM**	Mary Jane ECM offers integration with Salesforce, which gives users the ability to drag and drop and manage files from either system.	The system is accessible using mobile apps that can be used from a smartphone ot tablet.	TABLET123	Y		$2,000.00	33.00%	Annual Term
49	Software									
50	Software									
51	Software									

Department of Information Resources
Request for Offer DIR-TSO-TMP-419
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - ENTIRE PRODUCT OFFERING MPS

You should list every product that will be offered on a contract. If it is not listed here it will not be included in the contract. BE SURE TO DETAIL YOUR PRODUCT DESCRIPTION.

* For Vendor reference: DIR CUSTOMER PRICE contains 0.75% DIR Administrative Fee and it will be AUTOMATICALLY calculated once all other cells are filled.
For reference purposes, the formula to calculate DIR Customer Price is: DIR Customer Price = MSRP x (1-DIR Discount%) x (1+0.75%)

DO NOT make any changes to the format of the grids. Insert additional rows as needed.

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

Monochrome, B&W MFD	
Volume Band M1	1 - 30 Pages Per Minute (PPM)
Volume Band M2	31 - 49 Pages Per Minute (PPM)
Volume Band M3	50 - 68 Pages Per Minute (PPM)
Volume Band M4	69 - 89 Pages Per Minute (PPM)
Volume Band M5	90 + Pages Per Minute (PPM)
Color and B&W MFD	
Volume Band C1	1 - 30 Pages Per Minute (PPM)
Volume Band C2	31 - 50 Pages Per Minute (PPM)
Volume Band C3	51 + Pages Per Minute (PPM)

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES

CATEGORY	SUBCATEGORY	MODEL	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Lowest Model)	Copier Black and White	C0989					Includes: PS, PCL, and XPS Controller, 100-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 1 GB Standard Memory (when UK-219 is installed), 50 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 4K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M1 (Highest Model)	Copier Black and White	VEA-3823					Includes: PS, PCL, and XPS Controller, 500-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 2 GB Standard Memory (when UK-219 is installed), 250 GB HDD, Standard USB 2.0 (supports local printing), Two USB 2.0 Host Ports, 6K Starter Toner and 60K Imaging Unit	$1,000.00	15.00%	$856.38
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Lowest Model)	Copier Black and White	BW 7777	$1,500.00	$1,300.00	$1,000.00	$800.00	Includes: PS, PCL, and XPS Controller, 1000-sheet Single Pass Duplex Document Feeder, Standard Wireless Connectivity and Web Browser, 6 GB Standard Memory (when UK-419 is installed), 500 GB HDD, Standard USB 2.0 (supports local printing), Four USB 5.0 Host Ports, 12K Starter Toner and 120K Imaging Unit	$45,000.00	15.00%	$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band M3 (Highest Model)	Copier Black and White	L - 246978	$3,800.00	$2,800.00	$2,300.00	$2,000.00	Digital MFP Copier, Standard Network Print & Scan, LED Print Heads, RADF, 1x530 Sheet Cassette L,L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	$225,000.00	20.00%	$181,350.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Lowest Model)	Copier Color	CL 9999	$2,000.00	$1,050.00	$1,000.00	$900.00	Digital MFP Color Copier, Standard Network Print & Scan, LED Print Head, 1x530 Sheet Cassette St-R to LG, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED, RADF, Duplexing	$100,000.00	25.00%	$75,562.50
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE:** Volume Band C2 (Highest Model)	Copier Color	L - 367894	$4,000.00	$2,100.00	$2,000.00	$1,800.00	Lease of L-36 Base model includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCLc / PCL 6 / PostScript network printing, Scan single-pass dual-sided color scanning, network scanning, 100-sheet doublesided single-pass feeder, auto duplexing, one 500-sheet paper drawer and 100-sheet bypass tray, developer and drum cartridges. Toner cartridges sold separately	$200,000.00	45.00%	$110,825.00
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	3D Printer	586-3D	$139.58	$93.00	$69.79	$55.83	1 form 2 3D printer, resin tank, build platform, finish kit, per-form software, 1 year warranty.	$3,350.00	20.00%	$2,700.10
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: Non-MFD	Scanner	S-7870					SCANNER I1350 DESKTOP SCANNER, Color, Sheet Fed (Flatbed accessory available), 3000 pages per day, 600DPI Optical, 25PPM B&W/Color (1st 10 sheets @ 40PPM), USB 2.0/3.0 , 50 Sheet ADF (A4), EasyTouch & Capture SW, WARRANTY 3YR	$40,000.00	10.00%	$36,270.00

CATEGORY	SUBCATEGORY	BRAND	SKU / PART NUMBER	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*

Service Level Agreement (SLA) Projects/SOW may have no MSRP but must offer a % discount off of original quoted price

MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
Managed Print Services and Network Devices, Non-Network Devices and Related Services	**EXAMPLE**: MPS	N/A	Project		Agency Growth Project		40.00%	Per SLA or SOW

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES RELATED SERVICES

RELATED SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	[redacted]	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
RELATED SERVICES	**EXAMPLE:** Training	N/A	4847		Copier Training per hour	$25.00	40.00%	$15.11
								$0.00
								$0.00
								$0.00
								$0.00
								$0.00

MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES ACCESSORIES

ACCESSORIES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU	Per Mo-24 Month	Per Mo-36 Month	Per Mo-48 Month	Per Mo-60 Month	PRODUCT DESCRIPTION	MSRP	DIR CUSTOMER DISCOUNT% OFF MSRP	DIR CUSTOMER PRICE*
EXAMPLE ACCESSORY	Document Feeder	Nonac	12345	$14.00	$12.00	$10.00	$8.00	Width : 51 mm to 216 mm (2" to 8.5") Length : 89 mm to 356 mm (3.5" to 14.0"), Thickness : 35 to 128g/m² (9 to 32 lb bond), Capacity (80g/m² paper) : 50 sheets or stacked to a height of 6.0 mm (0.2") (including curling)	$895.00	60.00%	$360.69
EXAMPLE ACCESSORY	Power Surge	John Doe Power Surge Co	3857					AMPS 15, Sentury, Plastic, Surge Strip, PN: 100190, Receptacles 6, Surge Suppression: Yes, Length Inches: 12; # OF Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	$95.00	45.00%	$52.64
											$0.00
											$0.00

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

VENDOR NAME

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and *VENDOR NAME* (hereinafter "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 of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-419, on December 7, 2018, for Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services. *DIR subsequently issued a BAFO opportunity on BAFO DATE.* Upon execution of this Contract, a notice of award for DIR-TSO-TMP-419 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: 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 Level Support Agreement; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix F, Master Operating Lease Agreement; Appendix G, Master Lease Agreement, as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized

SAMPLE

Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement; Appendix E, Service Level Support Agreement; Appendix H, Declared Disaster Equipment Recovery Program Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-419, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-419, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, Appendix G, Appendix H, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix F or Appendix G, depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix H, then Exhibit 1, and finally Exhibit 2. 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 initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with one (1) optional two-year renewal and one (1) optional one-year renewal. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of 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 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services as specified in Appendix C, Pricing Index. Vendor may

SAMPLE

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 three quarters of one percent .75%. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

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 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:
Kelly Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

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

SAMPLE

7. Software License, Service and Leasing 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 D 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 D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. rder 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 Level Support 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,

SAMPLE

such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer or Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

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 NAME

Authorized By: _____

Name: _____

Title: _____

Date: _____

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

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of
General Counsel: _____

SAMPLE

Table of Contents

1. Contract Scope 1

2. No Quantity Guarantees 1

3. Definitions 1

4. General Provisions 2

   A. Entire Agreement 2
   B. Modification of Contract Terms and/or Amendments 2
   C. Invalid Term or Condition 2
   D. Assignment 3
   E. Survival 3
   F. Choice of Law 3
   G. Limitation of Authority 3
   H. Proof of Financial Stability 3

5. Intellectual Property Matters 3

   A. Definitions 3
   B. Ownership. 4
   C. Further Actions. 5
   D. Waiver of Moral Rights. 5
   E. Confidentiality. 5
   F. Injunctive Relief 6
   G. Return of Materials Pertaining to Work Product. 6
   H. Vendor License to Use. 6
   I. Third-Party Underlying and Derivative Works. 6
   J. Agreement with Subcontracts. 6
   K. License to Customer. 6
   L. Vendor Development Rights 7

6. Product Terms and Conditions 7

   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) 7
   B. Purchase of Commodity Items (Applicable to State Agency Purchases Only) 7

7. Contract Fulfillment and Promotion 8

A. Service, Sales and Support of the Contract 8
B. Use of Order Fulfillers 8
1) Designation of Order Fulfillers 8
2) Changes in Order Fulfiller List 8
3) Order Fulfiller Pricing to Customer 8
C. Product Warranty and Return Policies 9
D. Customer Site Preparation 9
E. Internet Access to Contract and Pricing Information 9
1) Vendor Webpage 9
2) Accurate and Timely Contract Information 9
3) Webpage Compliance Checks 10
4) Webpage Changes 10
5) Use of Access Data Prohibited 10
6) Responsibility for Content 10
F. DIR Logo 10
G. Vendor and Order Fulfiller Logo 10
H. Trade Show Participation 10
I. Orientation Meeting 11
J. Performance Review Meetings 11
K. DIR Cost Avoidance 11

8. Pricing, Purchase Orders, Invoices, and Payments 11

A. Manufacturer's Suggested Retail Price (MSRP) or List Price 11
B. Customer Discount 11
C. Customer Price 11
D. Shipping and Handling Fees 12
E. Tax-Exempt 12
F. Travel Expense Reimbursement 12
G. Changes to Prices 12
H. Purchase Orders 12
I. Invoices 13
J. Payments 13

9. Contract Administration 13

A. Contract Managers 13
1) State Contract Manager 13
2) Vendor Contract Manager 13
B. Reporting and Administrative Fees 14
1) Reporting Responsibility 14
2) Detailed Monthly Report 14
3) Historically Underutilized Businesses Subcontract Reports 14
4) DIR Administrative Fee 14
5) Accurate and Timely Submission of Reports 15

C. Records and Audit 15
D. Contract Administration Notification 16

10. Vendor Responsibilities 16

A. Indemnification 16
1) INDEPENDENT CONTRACTOR 16
2) ACTS OR OMISSIONS 16
3) INFRINGEMENTS 17
4) PROPERTY DAMAGE 17
B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE 18
C. Vendor Certifications 18
D. Ability to Conduct Business in Texas 20
E. Equal Opportunity Compliance 20
F. Use of Subcontractors 20
G. Responsibility for Actions 21
H. Confidentiality 21
I. Security of Premises, Equipment, Data and Personnel 21
J. Background and/or Criminal History Investigation 21
K. Limitation of Liability 21
L. Overcharges 22
M. Prohibited Conduct 22
N. Required Insurance Coverage 22
O. Use of State Property 23
P. Immigration 23
Q. Public Disclosure 24
R. Product and/or Services Substitutions 24
S. Secure Erasure of Hard Disk Products and/or Services 24
T. Deceptive Trade Practices; Unfair Business Practices 24
U. Drug Free Workplace Policy 24
V. Accessibility of Public Information 25
W. Vendor Reporting Requirements 25

11. Contract Enforcement 25

A. Enforcement of Contract and Dispute Resolution 25
B. Termination 25
1) Termination for Non-Appropriation 25
2) Absolute Right 26
3) Termination for Convenience 26
4) Termination for Cause 26
5) Immediate Termination or Suspension 27
6) Customer Rights Under Termination 27
7) Vendor or Order Fulfiller Rights Under Termination 27
C. Force Majeure 27

12. Notification 28

A. Notices 28
B. Handling of Written Complaints 28

13. Captions 28

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

1. Contract Scope

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax 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 for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) designated Order Fulfillers;

f) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

g) instructions for obtaining quotes and placing Purchase Orders;

h) warranty policies;

i) return policies;

j) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

k) a link to the DIR "Cooperative Contracts" webpage; and

l) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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) Webpage Compliance Checks

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

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage 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

Vendor and 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

If DIR receives Vendor's or Order Fulfiller's prior written approval, DIR may use the Vendor's and Order's 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 no more than two 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 to include reporting requirements. 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 may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. 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 and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the 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.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller.

Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfiller when accepted by Vendor or Order Fulfiller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84th Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or 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 Vendor or Order Fulfiller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 identify a specific 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 Vendor and 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. Vendor will provide all required documentation at no cost.

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 are due on the fifteenth (15th) calendar day of the month following the month of the sale. 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 estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), 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. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

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) The Vendor shall pay an administrative fee 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. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.

b) 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.

c) 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 Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

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 seven (7) 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, customer records including but not limited to contracts, agreements, purchase orders and statements of work, 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) Prior to 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) 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;

(xii) 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;

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

(xiv) 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;

(xv) under Section 2155.006, and Section 2261.053, Texas 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;

(xvi) 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

(xvii) 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; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

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 if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

E. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of

its obligations under the Contract.

G. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Exhibit A to the RFO and/or Section 10.C. (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 the status of conflicts of interest.

H. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 the Customer.. 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

For any claims or cause of action arising under or related to the Contract: i) to the extend 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 have an A rating and a Financial Size Category Class of VII from A.M. Best and are 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 $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. 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; and
d) Waiver of Subrogation

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 PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

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. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

O. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 Security[1]s 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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

R. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

V. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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 or other contractual document or relationship 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 or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship 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 ten (10) 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. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

7) Vendor or Order Fulfiller Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

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.

Appendix F

MASTER OPERATING LEASE AGREEMENT

1. Definitions. Capitalized terms used in this Appendix and not otherwise defined will have the meanings set forth in the Contract.

(a) "Assets" refers to the Products as allowed within the Contract, including the Hardware, Software, and Related Services, which are specifically identified on the applicable Schedule. Assets includes any items associated with the foregoing, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, and documentation (technical and/or user manuals).

(b) "Contract" refers to DIR Contract number DIR-TSO-XXXX which this Appendix is incorporated.

(c) "Event of Default" is defined in Section 23, "Default."

(d) "Event of Loss" means an event of loss, theft, destruction or damage of any kind to any item of the Assets, including the loss, theft or taking by governmental action of any item of the Assets for a stated period extending beyond the Term of any Schedule.

(e) "Hardware" refers to the computer machinery and equipment specifically identified on the applicable Schedule.

(f) "Lease" means the financing transaction described in this MOLA.

(g) "Lessee" means any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003 (8-a), 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.

(h) "Lessor" means the Vendor identified in the Contract.

(i) "MOLA" means this Master Operating Lease Agreement (Appendix F). Any reference to "MOLA" includes the Contract, the Opinion of Counsel, and any riders, amendments and addenda thereto, and

Example

any other documents as may from time to time be made a part hereof upon mutual agreement in a writing signed by authorized representatives of both parties.

(j) "Rent Payment" means the amount payable by Lessee for the Assets as specified in the applicable Schedule.

(k) "Schedule" or "Supplementary Schedule" to this MOLA means the form or format entered into between Lessor and Lessee which contains, at a minimum, a description of the Assets, the name of the Lessee, applicable Rent Payment, and term of the Lease. To be effective, a Schedule must be executed by both Lessor and Lessee.

(l) "Services" refers to the configuration, installation, implementation, support, training, and other professional and consulting services specifically identified on the applicable Schedule.

(m) "Software" refers to the computer programs specifically identified on the applicable Schedule.

(n) "Stipulated Loss Value" is the value of each unit of Hardware at various times during the Lease as specified in the applicable Schedule; however, in no event will the Stipulated Loss Value of a Hardware unit exceed its fair market value.

2. <u>Lease</u>.

(a) Lessor and Lessee intend that this MOLA constitute an operating lease and a true lease as those terms are defined in the Statement of Financial Accounting Standards No. 13 and as provided for under the Uniform Commercial Code – Leases, Tex. Bus. & Comm. Code Article 2A. Under no circumstances shall this MOLA or any Schedules entered into under it be construed as a "finance lease" as defined in Tex. Bus. & Comm. Code § 2A.103 (7). In addition, Lessor acknowledges that Lessee is not a "merchant lessee" for purposes of Tex. Bus. & Comm. Code § 2A.511.

(b) Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Assets described on each Schedule. Each such Schedule constitutes a separate agreement between Lessor and Lessee. In addition, each Schedule is subject to the terms and conditions of this MOLA as if a separate MOLA were executed for such Schedule by the parties.

(c) In the event of Lessee's rightful rejection of the Assets as specified in Section 10 ("Inspection and Acceptance") of this MOLA, Lessee shall have the right, at its sole option, to cancel this Lease as to the rejected Assets or as to all of the Assets to be leased under the Schedule applicable to such Assets. Upon cancellation, Lessee shall have no obligations under this MOLA with respect to the portion of this Lease so cancelled.

Example

(d) Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or provided any legal or management advice to Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with Lessor to satisfy individual procurements in which case such terms shall be set forth in a Rider to the MOLA or the Schedule. To the extent that any of the provisions of the MOLA conflict with any of the terms contained in any Schedule, the terms of this MOLA shall control.

(e) If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Assets for its own use, DIR is not a party to any Schedule executed under this MOLA and is not responsible for Rent Payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or Lessor (or both of them) arising from the use of this MOLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MOLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 ("Default") of this MOLA.

3. Term of MOLA.

The term of this MOLA shall commence (a) upon commencement of the term of the Contract, if this MOLA was agreed to under the Contract, or (b) on the Effective Date specified in Amendment Number (XX), if this MOLA is added to the Contract under such Amendment. The term of this MOLA shall continue until the last to occur of the following: (i) the Schedule Term of each Schedule entered into by the parties has expired or been terminated, or (ii) the Contract has expired or been terminated. In the event of any termination or expiration of the Contract or termination of this MOLA, any provisions of the Contract and this MOLA as may be necessary to preserve the rights of Lessor or Lessee hereunder shall survive said termination or expiration.

4. Term of Schedule.

The term for each Schedule agreed to by a Lessee and Lessor under this MOLA shall commence on the date specified in the Lessee Certificate of Acceptance, as described in Section 10, unless earlier terminated as provided for herein, the Schedule shall continue for the number of whole months or other payment periods set forth in it (the "Schedule Term"). Specifically with respect to Hardware, under no circumstances shall the Schedule Term exceed seventy five percent (75%) of the economic life of the Hardware, nor shall the present value of the Rent Payments for the Hardware on the Schedule Commencement equal or exceed ninety percent (90%) of the value of the Hardware. Lessee shall provide confirmation that its lease of assets satisfies the two foregoing percentage limitations. The Schedule Term may be earlier terminated upon: (i) the non-appropriation of funds pursuant to Section 8 ("Appropriation

Example

of Funds") of this MOLA, (ii) an Event of Loss, (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, (iv) an event of default or other breach of this Agreement by Lessor and Lessee's election to cancel the Schedule pursuant to Section 24 ("Remedies") of this MOLA, or (v) as otherwise set forth herein.

5. Administration of MOLA.

(a) When a prospective Lessee wishes to lease Assets under this MOLA, the prospect will submit its request directly to Lessor. Lessor shall apply the applicable pricing discounts as stated in Section 4 of the Contract or the price as agreed upon by Lessee and Lessor in the applicable Schedule, whichever is lower and submit the lease proposal to the prospective Lessee. If the prospective Lessee wishes to proceed to lease Assets based on the proposal, Lessor will negotiate the applicable Rent Payment, availability of Assets, and term of the Lease directly with the prospective Lessee.

(b) With respect to Lessor's obligations under Section 5 of the Contract to report the sale and make payment of the DIR administrative fee as defined in that Section, all leasing activities in conjunction to this MOLA shall be treated as a "purchase sale." Notwithstanding treatment of this Lease as a "purchase sale" as to the transaction between Lessor and DIR under the Contract, however, under no circumstances shall this MOLA be construed as creating anything other than a true lease and operating lease as stated in Section 2 ("Lease") hereof for the transaction(s) between Lessor and Lessee.

(c) Upon agreement by Lessor and Lessee on the applicable Rent Payment, availability, Lease term, and the like, Lessee may issue a purchase order in the amount indicated on the applicable Schedule to Lessor for the Assets and reference the Contract number on the purchase order. Any pre-printed terms and conditions on the Schedule issued by Lessor (with respect to any item other than the specific Assets which are the subject of the Lease, the Schedule Term, and the Rent Payments), Lessor's order acknowledgement form or the like shall not be effective with respect to the lease of Assets hereunder. Rather, the terms and conditions of this MOLA shall control in all respects.

(d) Until a Schedule is entered into by Lessor and a Lessee per the process set forth in this MOLA, neither DIR nor any Lessee is obligated under this MOLA to lease Assets from Lessor nor is Lessor obligated under this MOLA to lease Assets to a Lessee.

6. Rent Payments.

(a) During the Schedule Term and any renewal terms agreed to by Lessee as specified herein, Lessee agrees to pay Lessor the Rent Payments set forth in the relevant Schedule for each Asset. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments

Example

in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made. Under no circumstances shall the present value of the Rent Payments exceed ninety percent (90%) of the value of the Assets.

(b) Any amounts received by Lessor from Lessee in excess of Rent Payments and any other sums required to be paid by Lessee shall be refunded to Lessee within ninety (90) calendar days. All Rent Payments shall be paid to Lessor at the address stated on the Schedule or any other such place as Lessor or its assigns may hereafter direct to Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to Lessor. Lessor's (including its assignees') remedy for late payments is as set forth in Chapter 2251, Texas Government Code.

Lessee acknowledges and agrees, except as specifically provided for in Section 8 ("Appropriation of Funds") of this MOLA and excluding claims resulting from a breach of Lessor's obligations as set forth in this MOLA or any Schedule or of Lessee's rights under Section 16 ("Quiet Enjoyment") hereof, that Lessee's obligation to pay Rent and other sums payable hereunder, shall not be abated, reduced or subject to offset or diminished as a result of any past, present or future claims Lessee may have against Lessor under this Lease. Notwithstanding the foregoing, nothing in this Section or any other provision of this MOLA shall affect or preclude Lessee from enforcing any and all other rights it may have against Lessor and its assignees under this MOLA or otherwise affect any right Lessee may have against the manufacturer or licensor of the Assets or any party other than Lessor.

7. Liens.

Lessee shall keep the Assets free and clear of all levies, liens and encumbrances, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of the Assets.

8. Appropriation of Funds.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated

Example

to continue the Schedule Term for any fiscal period (as set forth on the Schedule) of Lessee beyond the fiscal period first in effect at the commencement of the Schedule Term, Lessee may terminate the Schedule with regard to those of the Assets on the Schedule so affected. Lessee shall endeavor to provide Lessor with written notice sixty (60) days prior to the end of its current Fiscal Period confirming which Assets on the Schedule will be so affected by the termination. All obligations of Lessee to make Rent Payments due with respect to those Assets after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in those Assets will terminate, Lessee shall surrender those Assets in accordance with Section 15 ("Option to Extend; Surrender of Assets") of this MOLA, and the applicable Schedule shall be deemed amended. Lessee represents and warrants it has adequate funds to meet its obligations during the first fiscal period of the Schedule Term. Lessor and Lessee intend that the obligation of Lessee to make Rent Payments under this MOLA shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas, as applicable, beyond the fiscal period for which sufficient funds have been appropriated to make Rent Payments hereunder.

9. Assignment of Warranties.

Each Schedule is intended to be a true lease and operating lease as defined in Tex. Bus. & Comm. Code Article 2A. Lessor has acquired or will acquire the Assets in connection with this MOLA and hereby agrees to assign to Lessee any warranties provided to Lessor with respect to the Assets during the Term of the applicable Schedule, to the extent the warranties are assignable. Unless Lessor is the manufacturer or is otherwise liable under the Contract, Lessor shall not be liable for damages for any reason for any act or omission of the manufacturer of the Assets. Except as provided in Section 24 ("Remedies") hereof, Lessee acknowledges that none of the following shall relieve Lessee from the obligations under this MOLA during the Schedule Term unless due to Lessor's acts or omissions: (i) Lessee's dissatisfaction with any unit of the Assets, (ii) the failure of an Asset to remain in useful condition for the Schedule Term, or (iii) the loss or right of possession of the Assets (or any part thereof) by Lessee. Lessee shall have no right, title or interest in or to the Assets except the right to use the same upon the terms and conditions herein contained. The Assets shall remain the sole and exclusive personal property of Lessor and not be deemed a fixture whether or not it becomes attached to any real property of Lessee.

10. Inspection and Acceptance.

Promptly upon delivery of the Assets, Lessee will inspect and test the Assets. No later than twenty (20) business days following its date of delivery (or, if the Assets are part of a system, the date of last delivery of the Assets comprising the system), Lessee will execute and deliver either (i) a Certificate of Acceptance, or (ii) written notification of any defects in the Assets. If Lessee has not given notice within such time

Example

period, the Assets shall be deemed accepted by Lessee as of the twentieth (20th) business day, as described above. In the event Lessee does not accept the Assets, Vendor will promptly remove the Assets from Lessee's premises and deliver conforming Assets within ten (10) business days thereafter. If conforming Assets are not delivered within that timeframe, Lessee may terminate the Schedule on written notice to Lessor. Lessee's acceptance of any Assets shall not be deemed to waive any rights Lessee may have against the manufacturer or licensor, as applicable. Lessor and its assigns, including either of their respective agents shall have the right to inspect the Assets upon reasonable notice to Lessee and during normal business hours provided that anyone who does so has first executed a non-disclosure agreement acceptable to Lessee.

11. Installation and Delivery; Use of Assets; Repair and Maintenance.

(a) Except as set forth in this MOLA, all transportation, delivery, installation, and de-installation costs associated with the Assets shall be borne by Lessee. Lessee shall provide a place of installation for the Assets, which conforms to the requirements of the manufacturer and Lessor.

(b) Subject to the terms hereof, Lessee shall be entitled to use the Assets for the conduct of its business in compliance with all laws, rules, and regulations of the jurisdiction in which the Assets are located. Lessee shall not use or permit the use of the Assets for any purpose for which, according to the specification of the manufacturer, the Assets are not designed.

(c) Lessee, at its expense, shall take good and proper care of the Hardware and make all repairs and replacements necessary to maintain and preserve the Hardware and keep the Hardware in good order and condition (reasonable wear and tear excepted). Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each Hardware unit. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Hardware without the prior written consent of Lessor, except for additions or attachments to the Hardware leased by Lessee from Lessor or purchased by Lessee from the manufacturer of the Hardware (or an authorized distributor of the manufacturer) or any other person approved by Lessor. Lessee shall affix on a prominent place on each item of Hardware any tags, decals or labels supplied by Lessor to Lessee which describe the ownership of the Hardware. Subject to the provisions of Section 15(b) under "Option to Extend; Surrender of Hardware and Software Assets," Lessee agrees to restore the Hardware to Return Condition prior to its return to Lessor.

12. Relocation of Hardware and Software.

Except as set forth on the applicable Schedule, Lessee shall at all times keep the Hardware and Software within its exclusive possession and control. Lessee may move the Hardware or Software to another

Example

location of Lessee within the continental United States, provided Lessee is not in default on any Schedule and pays all costs associated with such relocation. If such relocation requires Lessor's prior written consent, Lessee shall obtain such consent prior to relocating the Hardware or Software, as applicable, which consent Lessor shall not unreasonably withhold. Notwithstanding the foregoing, in those situations where consent is otherwise required, Lessee may move the Hardware or Software to another location within Texas without notification to, or the consent of, Lessor; provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Hardware and Software at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the Hardware and Software, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Hardware and Software.

13. Taxes.

Unless otherwise agreed by the parties on the applicable Schedule, Lessor will pay any Imposition or file any forms or returns with respect thereto. Lessee shall, when billed, and with copy of Imposition invoice(s) with respect to Assets specified on the Schedule, reimburse Lessor for such payment. For purposes of this paragraph "Impositions" means all taxes, including personal property taxes and fees, without pro-ration as described in the Financial Disclosure Summary Work Sheet (Attachment 1) hereafter imposed, assessed or payable during the term of the relevant Schedule including any extension thereof. Because the reimbursement date for an Imposition may occur after the expiration or termination of the term of the relevant Schedule, it is understood and agreed that Lessee's liability to reimburse for such Impositions shall survive the expiration or termination of the term of the relevant Schedule.

14. Ownership.

The Hardware and Software shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties' rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Hardware except a leasehold interest as provided for herein. Lessee agrees that the Hardware shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of Lessor. Upon Lessor's request, Lessee will enter into agreements necessary to ensure that the Hardware remains the personal property of Lessor.

15. Option to Extend; Surrender of Hardware and Software Assets.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term, Lessor shall notify Lessee in writing of options to extend the Schedule for continued use of the Hardware or Software specified in that Schedule. If Lessee desires to exercise any of the options offered by Lessor (and provided that, with respect to Hardware, any extension does not exceed seventy five percent (75%) of

Example

its economic life), Lessee shall give Lessor irrevocable written notice of the option Lessee intends to exercise at least forty-five (45) days before the expiration of such Schedule Term. In the event the Lease is extended for some but not all of the Hardware and Software specified on a Schedule, the Schedule shall be updated to reflect those changes. At the end of the Schedule Term (as well as with respect to any Hardware and Software not extended as described immediately above), Lessee will surrender and return the Hardware and Software to Lessor in compliance with Section 15(b) below.

(b) Except as specified otherwise herein, upon the expiration, early termination as provided herein, or final termination of the Schedule, Lessee, at its cost and expense, shall promptly return the Hardware, freight prepaid, to Lessor in good repair and working order, with reasonably unblemished physical appearance and with no defects which affect the operation or performance of the Hardware ("Return Condition"), reasonable wear and tear excepted. If the Hardware is not in Return Condition, Lessee shall, at its option, either restore the Hardware (at Lessee's cost) to Return Condition or pay for the Hardware at its Stipulated Loss Value if the Hardware is not reasonably repairable. Lessee shall arrange and pay for the de-installation and packing of the Hardware in suitable packaging, and return the Hardware to Lessor at the location specified by Lessor; provided, however, that such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. At its option and expense, Lessor shall have the right to supervise and direct the preparation of the Hardware for return. If, upon termination or expiration of the Schedule for any reason, Lessee fails or refuses to return to Lessor a Hardware unit or Software program specified in that Schedule or to pay Lessor the Stipulated Loss Value for a Hardware unit, Lessee shall remain liable for Rent Payments for that unit or program up to the date on which the unit or program is returned to the address specified by Lessor (or on which Lessee has paid Lessor the Stipulated Loss Value). In such event and specifically with respect to the Hardware, Lessor shall also have the right to enter Lessee's premises or any other premises where the Hardware may be found upon reasonable written notice to the Lessee and during normal business hours, and subject to Lessees reasonable safety and security requirements to take possession of and to remove the Hardware, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Hardware. However, as an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession except as provided by Paragraph b. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the Constitution and laws of the State of Texas, Lessee's obligation to return Hardware may, at Lessor's option, be specifically enforced by Lessor.

Example

16. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Assets as long as an Event of Default (as hereinafter defined in Section 23 ("Default") of the MOLA) has not occurred.

17. Warranties regarding the Assets.

Lessor acknowledges that warranties made by the manufacturer or licensor of the Assets, if any, inure to the benefit of Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer or licensor of the Assets and shall not pursue any such claim against Lessor.

18. No Warranties by Lessor regarding the Assets.

Except as set forth in the Contract, Lessee acknowledges that Lessor is not the manufacturer or licensor of the Hardware or Software Assets. Lessee agrees that Lessor makes no representations or warranties of whatsoever nature, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, or quality of the Hardware or Software Assets or any unit thereof. Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessee specifically waives all right to make claim against Lessor for breach of any warranty of any kind whatsoever; and with respect to Lessor, Lessee leases the Hardware and Software "as is". Except to the extent Lessor is the manufacturer or licensor of the Hardware or Software Assets, Lessor shall not be liable to Lessee for any loss, damage, or expense of any kind or nature caused directly or indirectly by any Hardware or Software leased hereunder, or by the use or maintenance thereof, or by the repairs, service or adjustment thereto or any delay or failure to provide any thereof, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever and howsoever caused. Lessor agrees to assign to Lessee, upon Lessee's request therefor, any warranty of a manufacturer or licensor or seller relating to the Hardware and Software that may have been given to Lessor.

19. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to the Hardware specified on the Schedule, whether partial or complete, from any cause whatsoever. Lessee shall promptly notify Lessor regarding any Event of Loss. Upon any Event of Loss, Lessee shall, at its option: (a) immediately repair the affected Hardware so that it is in good condition and working order, (b) replace the affected Hardware with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value for such affected Hardware unit, plus any other unpaid amounts then due under the Schedule. If an

Example

Event of Loss occurs as to part of the Hardware for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of a Hardware unit for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of Lessee with respect to such Hardware unit (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

20. <u>Representations and Warranties of Lessee</u>.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Section 2054.003 (8-a), Texas Government Code) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding true lease and operating lease agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, this MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of Lessee or on the Hardware or Software leased under any Schedule between Lessor and Lessee pursuant to any instrument to which Lessee is a party or by which it or its assets may be bound;

Example

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MOLA or any Schedule between Lessor and Lessee;

(f) The use of the Assets is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MOLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. <u>Representation and Warranties of DIR</u>.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MOLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided Lessee or Lessor with any legal or management advice regarding the MOLA or any Schedule executed pursuant thereto;

(b) This MOLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MOLA;

(d) The entering into and performance of the MOLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Hardware or Software pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

Example

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MOLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract; and

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law.

22. <u>Representations and Warranties of Lessor</u>.

Lessor represents and warrants for the benefit of DIR and each Lessee:

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MOLA and each Schedule executed in conjunction to this MOLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MOLA or any Schedule;

(d) The entering into and performance of the MOLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of Lessor, including the Hardware or Software leased under the MOLA and Schedules thereto, pursuant to any instrument to which Lessor is a party or by which it or its assets may be bound;

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MOLA or any Schedule;

(f) Lessor acknowledges that DIR and any Lessee that is a state agency, as government agencies, are subject to the Texas Public Information Act, and that DIR and Lessees that are state agencies will

Example

comply with such Act, including all opinions of the Texas Attorney General's Office concerning this Act.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (b) Lessee's material breach of this MOLA, any Schedule, or any applicable software license agreement, which is not cured within thirty (30) days after written notice thereof from Lessor; (c) Lessee's filing of any proceedings commencing bankruptcy or the taking of other similar action by Lessee under any state insolvency or similar law, (d) the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (e) subjection of a substantial part of Lessee's property or any part of the Hardware to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (f) any representation or warranty made by Lessee in this MOLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Assets being or becoming untrue in any material respect.

24. Remedies.

(a) Lessor's Remedies.

i. Upon the occurrence of an "Event of Default," Lessor may, in its sole discretion, do any one or more of the following:

A. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, terminate any or all Schedules executed by Lessor and the defaulting Lessee;

B. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule;

C. after giving thirty (30) days prior written notice to Lessee of the Event of Default, during which time Lessee shall have the opportunity to cure such Default, and whether or not the Schedule is terminated, take possession of the Hardware and Software wherever located, without additional demand, liability, court order or other process of law. To the extent permitted by Texas law, Lessee hereby authorizes Lessor, its assigns or the agents of either to enter upon

Example

the premises where such Hardware or Software is located or cause Lessee, and Lessee hereby agrees, to return such Hardware and Software to Lessor in accordance with the requirements of Section 15 ("Option to Extend; Surrender of Hardware and Software Assets") hereof;

D. by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of:

I. the present value of the Rent owed from the earlier of the last date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Hardware is not returned to or repossessed by Lessor, the present value of the Stipulated Loss Value of the Hardware at the end of the Schedule Term, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis;

II. without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and

III. interest on (I) from the date of default at 1½ % per month or portion thereof (or the highest rate allowable by law, if less) and, on (II) from the date Lessor incurs such fees, costs or expenses.

ii. Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Hardware, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Hardware, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Hardware shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Hardware shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Hardware, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated

Example

damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

iii. No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default by Lessee shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

iv. Neither DIR nor non-defaulting Lessees shall be deemed in default under the MOLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

(b) Lessee's Remedies. Anything herein to the contrary notwithstanding, Lessee shall have all rights provided under Tex. Bus. & Comm. Code § 2A.508 through § 2A.522, including without limitation, the right to cancel a Schedule and recover damages from Lessor in the event of nonperformance of or other default by Lessor hereunder.

(c) Each party agrees that any delay or failure by the other party to enforce that party's rights under this MOLA or a Schedule does not prevent that party from enforcing its rights at a later time.

25. <u>Notices and Waivers</u>.

(a) All notices relating to this MOLA shall be delivered to DIR or Lessor as specified in Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of Lessor or Lessee or shall be given by certified or registered mail or overnight carrier to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MOLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes.

(b) A waiver of a specific default shall not be a waiver of any other or subsequent default. No waiver of any provision of this MOLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the waiving party. No failure on the part of a party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

Example

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Upon thirty (30) days advance written notice to Lessee and provided that any such assignee expressly assumes Lessor's obligations under this MOLA and each Schedule, Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MOLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MOLA, any Schedule and/or any Asset; and/or (iii) sell or transfer its title and interest as owner or licensor of the Hardware and Software and/or as Lessor under any Schedule; and DIR and each Lessee leasing Hardware under the MOLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MOLA. Each Lessee leasing Assets through Schedules under this MOLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Lessor shall remain liable for performance under the MOLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MOLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) Lessee will not sell, assign, sublet, pledge or otherwise encumber, or permit a lien to exist on or against any interest in this MOLA or the Assets without Lessor's prior written consent except otherwise permitted under this MOLA; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the MOLA to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance (if Acceptance has taken place); (b) Opinion of Counsel; (c) Financial Statements; (d) incumbency certificate; and (e) other documents specified in the applicable Schedule as being reasonably required by Lessor.

28. Miscellaneous.

(a) Prior to delivery of any Assets, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control. In such event, the obligation of Lessee to commence Rents for such Assets shall also be suspended.

(b) Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Assets, other than as set forth in this MOLA, including the Contract, and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that

Example

this MOLA, including the Contract, and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee, order acknowledgement and other forms issued by Lessor, and the like. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MOLA and the Contract and that both contain the entire agreement between them. The terms and conditions of this MOLA may be amended only by written instrument executed by Lessor and DIR. The terms of a Schedule may only be amended in a writing signed by both Lessee and Lessor.

Example

Attachment 1 to the Master Operating Lease Agreement
Financial Disclosure Summary

Lease Rate Factor(s):	**Response**	**Notes**
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, who owns the software?	☐ Agency ☐ Lessor	
Personal Property Tax	**Response**	**Notes**
Estimated PPT		
PPT Payment made by	☐ Agency ☐ Lessor on Agency behalf	
PPT calculation method	☐ Agency pays direct ☐ Lessor pays and passes invoice through ☐ Lessor estimates and includes ☐ Lessor sets PPT at disclosed rate	
If PPT rate changes, how are charge backs or short falls handled?	☐ N/A - Agency pays direct ☐ N/A - Lessor pays/passes invoice through ☐ Lessor is responsible ☐ Lessee is invoiced for short fall	
Equipment Schedule Details	**Response**	**Notes**
Can Agency make decisions at asset level (extend, purchase, return)?	☐ Asset level ☐ All and not less than all	
Does this ES auto extend?	☐ Yes ☐ No	

Example

If Yes, how long?		
What is the cost of the Auto extension?		
What is the notice period?		
Are negotiated extensions FMV based?	☐ Yes ☐ No	
On FMV, can Agency select own evaluator?	☐ Yes ☐ No	
Is asset and lease information available online?	☐ Yes ☐ No	
End of Lease Details	**Response**	**Notes**
Where are the assets returned to?		
What is the return freight cost?		
Who pays the return freight cost?	☐ Agency ☐ Lessor	
Do I need to return original packaging?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return original manuals and documentation?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Do I need to return software?	☐ Yes ☐ No If yes, what is the cost if not returned?	
Is there an FMV purchase cost cap?	☐ Yes ☐ No If yes, what is the cost cap percentage?	
What is the cost for a lost asset?		
What is the cost for missing equipment?		
What is the cost for data sanitization on assets with memory?		

Example

What is the cost for data sanitization?		
What is the cost for on-site data destruction?		

Example

Appendix G
MASTER LEASE AGREEMENT

1. Scope.

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the Equipment described on each Supplementary Schedule ("Schedule"), which is a separate agreement executed from time to time by Lessor and Lessee and makes specific reference to this Master Lease Agreement ("MLA"). The terms and conditions contained herein shall apply to each Schedule that is properly executed in conjunction with this MLA and made subject to such terms and conditions as if a separate MLA were executed for each Schedule by the Lessee. Each Lessee has made an independent legal and management determination to enter into each Schedule. DIR has not offered or given any legal or management advice to the Lessor or to any Lessee under any Schedule. Lessee may negotiate additional terms or more advantageous terms with the Lessor to satisfy individual procurements, such terms shall be developed by the Lessor and Lessee and stated within a Rider to the MLA or the Schedule. To the extent that any of the provisions of the MLA conflict with any of the terms contained in any Schedule, the terms of the Schedule shall control. It is expressly understood that the term "Equipment" shall refer to the Products and any related Services as allowed within said Contract number DIR-TSO-XXX, as described on a Schedule and any associated items therewith, including but not limited to all parts, replacements, additions, repairs, and attachments incorporated therein and/or affixed thereto, all documentation (technical and/or user manuals), operating system and application software as needed.

If more than one Lessee is named in a Schedule, the liability of each named Lessee shall be joint and several. However, unless DIR leases Equipment for its own use, DIR is not a party to any Schedule executed under this MLA and is not responsible for Rents, payments or any other obligations under such Lessee's Schedule. The invalidation, fulfillment, waiver, termination, or other disposition of any rights or obligations of either a Lessee or the Lessor or both of them arising from the use of this MLA in conjunction with any one Schedule shall not affect the status of the rights or obligations of either or both of those parties arising from the use of this MLA in conjunction with any other Schedule, except in the Event of Default as provided in Section 23 of this MLA.

Any reference to "MLA" shall mean this Agreement, including the Opinion of Counsel, and any riders, amendments and addenda thereto, and any other documents as may from time to time be made a part hereof upon mutual agreement by DIR and Lessor.

As to conditions precedent to Lessor's obligation to purchase any Equipment, (i) Lessee shall accept the MLA terms and conditions as set forth herein and execute all applicable documents such as the Schedule, the Acceptance Certificate, Opinion of Counsel, and any other documentation as may be required by the

Example

Lessor that is not in conflict with this MLA, and (ii) there shall be no material adverse change in Lessee's financial condition except as provided for within Section 7 of this MLA.

2. Term of MLA.

The term of this MLA shall commence on the last date of approval by DIR and Lessor of Amendment Number XXX (XX) and shall continue until (i) the obligations of Lessee under every Schedule are fully discharged, (ii) the full and final expiration date of the Contract, or (iii) either party exercises their termination rights as stated within Appendix A, Section 11B of the Contract. In regards to either the Contract expiration date or Contract termination date or the termination of this MLA, before all obligations of Lessee under every Schedule are fully discharged, such Schedules and such other provisions of the Contract and this MLA as may be necessary to preserve the rights of the Lessor or Lessee hereunder shall survive said termination or expiration.

3. Term of Schedule.

The term for each Schedule, executed in conjunction to this MLA, shall commence on the date of execution of an Acceptance Certificate by the Lessee or twenty (20) days after the delivery of the last piece of Equipment to the Lessee ("Commencement Date"), and unless earlier terminated as provided for in the MLA, shall continue for the number of whole months or other payment periods as set forth in the applicable Schedule Term, commencing on the first day of the month following the Commencement Date (or commencing on the Commencement Date if such date is the first day of the month). The Schedule Term may be earlier terminated upon: (i) the Non-appropriation of Funds pursuant to Section 7 of this MLA, (ii) an Event of Loss pursuant to Section 18 of this MLA, or (iii) an Event of Default by Lessee and Lessor's election to cancel the Schedule pursuant to Section 24 of this MLA.

4. Administration of MLA.

(a) For requests involving the leasing of Equipment, each potential Lessee will submit its request directly to the Lessor. Lessor shall apply the then current Equipment pricing discounts as stated within the Contract or the price as agreed upon by Lessee and Lessor, whichever is lower. Lessor shall submit the lease proposal and all other applicable documents directly to the potential Lessee and negotiate the Schedule terms directly with the potential Lessee.

(b) All leasing activities in conjunction to this MLA shall be treated as a "purchase sale" in regards to the requirements of the Lessor to report the sale and make payment of the DIR administrative fee as defined within Section 5 of the Contract.

Example

(c) Upon agreement by Lessor and Lessee on pricing, availability and the like, Lessee may issue a purchase order in the amount indicated on the Schedule to Lessor for the Equipment and reference said Contract number DIR- TSO-XXX on the purchase order. Any pre-printed terms and conditions on the purchase order submitted by the Lessee shall not be effective with respect to the lease of Equipment hereunder. Rather, the terms and conditions of this MLA and applicable Schedule terms and conditions shall control in all respects.

(d) Nothing herein shall require the Lessor to use this MLA exclusively with Lessees. Further, this MLA shall not constitute a requirements Agreement and Lessor shall not be obligated to enter into any Schedule for the lease of Equipment with any Lessee.

5. Rent Payments.

During the Schedule Term and any renewal terms, Lessee agrees to pay Lessor Rent Payments. Rent Payments shall be the amount equal to the Rent Payment amount specified in the Schedule multiplied by the amount of the total number of Rent Payments specified therein. Lessee shall pay Rent Payments in the amount and on the due dates specified by Lessor until all Rent Payments and all other amounts due under the Schedule have been paid in full. If the Schedule Commencement Date is other than the first day of a month, Lessee shall make an initial payment on the Schedule Commencement Date in an amount equal to one-thirtieth of the Rent Payment specified in the Schedule for each day from the Schedule Commencement Date (including the Schedule Commencement Date) through the last day of such month (including that day). For example, if a scheduled payment amount is $3,000 and the Scheduled Commencement date is the 15th of the month, a payment of $1,500 will be made.

Any amounts received by Lessor from the Lessee in excess of Rent Payments and any other sums required to be paid by the Lessee shall be held as non-interest bearing security for Lessee's faithful performance under the conditions of this MLA and any Schedule. All Rent Payments shall be paid to the Lessor at the address stated on the Schedule or any other such place as the Lessor or its assigns may hereafter direct to the Lessee. Lessee shall abide by Appendix A, Section 8J of the Contract in making payments to the Lessor. Any sum received by the Lessor later than ten (10) business days after its due date will bear interest from such due date at the rate of one-percent (1%) per month (or the maximum rate allowable by law, if less) until paid. Late charges, attorney's fees and other costs or expenses necessary to recover Rent Payments and any other amounts owed by Lessee hereunder are considered an integral part of this MLA.

Each Schedule is a net lease and except as specifically provided herein, Lessee shall be responsible for all costs and expenses arising in connection with the Schedule or Equipment. Lessee acknowledges and agrees, except as specifically provided for in Section 7 of this MLA, that its obligation to pay Rent and other sums payable hereunder, and the rights of Lessor and Lessor's assignees, shall be absolute and unconditional in all events, and shall not be abated, reduced or subject to offset or diminished as a result

Example

of any event, including without limitation damage, destruction, defect, malfunction, loss of use, or obsolescence of the Equipment, or any other event, defense, counterclaim or recoupment due or alleged to be due by reason of any past, present or future claims Lessee may have against Lessor, Lessor's assigns, the manufacturer, vendor, or maintainer of the Equipment, or any person for any reason whatsoever.

"Price" shall mean the actual purchase price of the Equipment. Rent Payments shall be adjusted proportionately downward if the actual price of the Equipment is less than the estimate (original proposal), and the Lessee herein authorizes Lessor to adjust the Rent Payments downward in the event of the decrease in the actual Equipment price. However, in the event that the Equipment price is more than the estimate (original proposal), the Lessor may not adjust the Rent Payment without prior written approval of the Lessee.

6. Liens and Taxes.

Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances, except those in favor of Lessor or its assigns, and shall give Lessor immediate notice of any attachment or other judicial process affecting any item of Equipment. Unless Lessee first provides proof of exemption therefrom, Lessee shall promptly reimburse Lessor, upon receipt of an accurate invoice, as an additional sum payable under this MLA, or shall pay directly if so requested by Lessor, all license and registration fees, sales, use, personal property taxes and all other taxes and charges imposed by any federal, state, or local governmental or taxing authority, from which the Lessee is not exempt, whether assessed against Lessee or Lessor, relating to the purchase, ownership, leasing, or use of the Equipment or the Rent Payments, excluding all taxes computed upon the net income of Lessor. Any tax statement received by the Lessor, for taxes payable by the Lessee, shall be promptly forwarded by the Lessor to the Lessee for payment.

7. Appropriation of Funds.

(a) This paragraph applies only to Lessees designated as state agencies defined in Section 2054.003, Texas Government Code, including institutions of higher education as defined in Texas Education Code, Section 61.003 and those state agencies utilizing a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of Lessee beyond the Fiscal Period first in effect at the Commencement of the Schedule

Example

Term, Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be so terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period for which such termination applies will cease, all interests of Lessee in the Equipment will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general revenues, funds or monies of Lessee or the State of Texas beyond the Fiscal Period for which sufficient funds have been appropriated to pay Rent hereunder.

(b) This paragraph applies only to Lessees designated as local government entities.

Lessee intends to continue each Schedule to which it is a party for the Schedule Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Schedule Term can be obtained. Lessee further intends to act in good faith to do those things reasonably and lawfully within its power to obtain and maintain funds from which the Rent may be paid. Notwithstanding the foregoing, in the event sufficient funds are not appropriated for Lessee to continue the Schedule Term for any Fiscal Period (as set forth on the Schedule) of the Lessee beyond the Fiscal Period first in effect at the commencement of the Schedule Term, the Lessee may terminate the Schedule with regard to not less than all of the Equipment on the Schedule so affected. Lessee shall endeavor to provide Lessor written notice sixty (60) days prior to the end of its current Fiscal Period confirming the Schedule will be terminated. All obligations of Lessee to pay Rent due after the end of the Fiscal Period first in effect at the commencement of the Schedule Term will cease, all interests of Lessee in the Asset(s) will terminate and Lessee shall surrender the Equipment in accordance with Section 13 of this MLA. Notwithstanding the foregoing, Lessee agrees, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, that it will use reasonable efforts to obtain appropriation of funds to avoid termination of the Schedule by taking reasonable and appropriate action including the inclusion in Lessee's budget request for each Fiscal Period during the Schedule Term hereof a request for adequate funds to meet its obligations and to continue the

Example

Schedule in force. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Schedule Term.

8. Selection of Equipment.

The Equipment is the size, design, capacity and manufacture selected by Lessee in its sole judgment and not in reliance on the advice or representations of Lessor. No representation by the manufacturer or a vendor shall in any way affect Lessee's duty to pay Rent and perform its other obligations hereunder. Each Schedule is intended to be a "finance lease" as defined in Article 2A of the Uniform Commercial Code. Lessor has acquired or will acquire the Equipment in connection with this MLA. Lessor shall not be liable for damages for any reason, for any act or omission of the supplying manufacturer. Lessor agrees, to the extent they are assignable, to assign the Lessee, without recourse to Lessor, any warranties provided to Lessor with respect to the Equipment during the Term of the applicable Schedule. Lessee acknowledges that neither its dissatisfaction with any unit of Equipment, nor the failure of any of the Equipment to remain in useful condition for the Schedule Term, nor the loss of possession or the right of possession of the Equipment or any part thereof by the Lessee, shall relieve Lessee from the obligations under this MLA or Schedule Term. Lessee shall have no right, title or interest in or to the Equipment except the right to use the same upon the terms and conditions herein contained. The Equipment shall remain the sole and exclusive personal property of the Lessor and not be deemed a fixture whether or not it becomes attached to any real property of the Lessee. Any labels supplied by Lessor to Lessee, describing the ownership of the Equipment, shall be affixed by Lessee upon a prominent place on each item of Equipment.

9. Inspection and Acceptance.

Promptly upon delivery of the Equipment, Lessee will inspect and test the Equipment, and not later than ten (10) business days following the Commencement Date, Lessee will execute and deliver either (i) an Acceptance Certificate, or (ii) written notification of any defects in the Equipment. If Lessee has not given notice within such time period, the Equipment shall be conclusively deemed accepted by the Lessee as of the tenth (10th) business day. Lessor, its assigns or their agents, shall be permitted free access at reasonable times authorized by the Lessee, the right to inspect the Equipment.

10. Installation and Delivery; Use of Equipment; Repair and Maintenance.

(a) All transportation, delivery, and installation costs associated with the Equipment shall be borne by the Lessee. Lessor is not and shall not be liable for damages if for any reason the manufacturer of the Equipment delays the delivery or fails to fulfill the order by the Lessee's desired timeframe. Any delay in delivery by the manufacturer shall not affect the validity of any Schedule. Lessee shall provide a place of installation for the Equipment, which conforms to the requirements of the manufacturer and Lessor.

Example

(b) Subject to the terms hereof, Lessee shall be entitled to use the Equipment in compliance with all laws, rules, and regulations of the jurisdiction wherein the Equipment is located and will pay all cost, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee agrees to solely use the Equipment in the conduct of Lessee's business. Lessee agrees, at its expense, to obtain all applicable permits and licenses necessary for the operation of the Equipment, and keep the Equipment in good working order, repair, appearance and condition (reasonable wear and tear is acceptable). Lessee shall not use or permit the use of the Equipment for any purpose, which according to the specification of the manufacturer, the Equipment is not designed or reasonably suited. Lessee shall use the Equipment in a careful and proper manner and shall comply with all of the manufacturer's instructions, governmental rules, regulations, requirements, and laws, and all insurance requirements, if any, with regard to the use, operation or maintenance of the Equipment.

(c) Lessee, at its expense, shall take good and proper care of the Equipment and make all repairs and replacements necessary to maintain and preserve the Equipment and keep it in good order and condition. Unless Lessor shall otherwise consent in writing, Lessee shall, at its own expense, enter into and maintain in force a maintenance agreement covering each unit of Equipment. Lessee shall furnish Lessor with a copy of such agreement, upon request. Lessee shall pay all costs to install and dismantle the Equipment. Lessee shall not make any alterations, additions, or improvements, or add attachments to the Equipment without the prior written consent of Lessor, except for additions or attachments to the Equipment purchased by Lessee from the original supplier of the Equipment or any other person approved by Lessor. If Lessee desires to lease any such additions or attachments, Lessee hereby grants to Lessor the right of first refusal to provide such lease financing to Lessee for such items. Subject to the provisions of Section 13B of this MLA, Lessee agrees to restore the Equipment to Return Condition prior to its return to the Lessor.

11. Relocation of Equipment.

Lessee shall at all times keep the Equipment within its exclusive possession and control. Upon Lessor's prior written consent, which shall not be unreasonably withheld, Lessee may move the Equipment to another location of Lessee within the continental United States, provided (i) Lessee is not in default on any Schedule, (ii) Lessee executes and causes to be filed at its expense such instruments as are necessary to preserve and protect the interests of Lessor and its assigns in the Equipment, (iii) Lessee pays all costs of, and provides adequate insurance during such movement, and (iv) Lessee pays all costs otherwise associated with such relocation. Notwithstanding the foregoing, Lessee may move the Equipment to another location within Texas without notification to, or the consent of, Lessor. Provided, however, that not later than December 31 of each calendar year, Lessee shall provide Lessor a written report detailing the total amount of Equipment at each location of Lessee as of that date, and the complete address for each location. Lessor shall make all filings and returns for property taxes due with respect to the

Example

Equipment, and Lessee agrees that it shall not make or file any property tax returns, including information returns, with respect to the Equipment.

12. Ownership.

The Equipment shall at all times be and remain the sole and exclusive property of Lessor, subject to the parties rights under any applicable software license agreement. Lessee shall have no right, title or interest in the Equipment except a leasehold interest as provided for herein. Lessee agrees that the Equipment shall be and remain personal property and shall not be so affixed to realty as to become a fixture or otherwise to lose its identity as the separate property of the Lessor. Upon request, Lessee will enter into any and all agreements necessary to ensure that the Equipment remain the personal property of Lessor.

13. Purchase and Renewal Options; Location and Surrender of Equipment.

(a) Not less than ninety (90) days prior to the expiration of the initial Schedule Term Lessor shall notify Lessee of options for continued use of Equipment. Lessee shall have the option to: (i) renew the Schedule as to all but not less than all of the Equipment, or (ii) purchase all but not less than all of the Equipment for cash or by the Lessor's acceptance of a purchase order from Lessee upon the last business day on or prior to the expiration of the Schedule Term thereof for a price equal to the amount set forth in the Schedule. If the Fair Market Value (FMV) Purchase Option was selected on the Schedule, the FMV shall be determined on the basis of and shall be equal in amount to, the value which would be obtained in an arms-length transaction between an informed and willing buyer-user (other than a used equipment dealer), who would be retaining the Equipment as part of its current operations, in continuing and consistent use, and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal from the location of current use shall not be a deduction from such value. If Lessee desires to exercise either option, it shall give Lessor irrevocable written notice of its intention to exercise such option at least sixty (60) days (and not more than 180 days) before the expiration of such Schedule Term. In the event that Lessee exercises the purchase option described herein, upon payment by Lessee to Lessor of the purchase price for the Equipment, together will all Rent Payments and any other amounts owing to Lessor hereunder, Lessor shall transfer to Lessee without any representation or warranty of any kind, express or implied, title to such Equipment. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IF LESSEE FAILS TO NOTIFY LESSOR OF ITS INTENT WITH RESPECT TO THE EXERCISE OF THE OPTIONS DESCRIBED IN THIS SECTION 13 WITHIN THE TIME FRAMES CONTEMPLATED HEREIN, THE INITIAL SCHEDULE TERM SHALL BE TERMINATED ON THE DATE AS STATED IN THE SCHEDULE.

(b) The Equipment shall be delivered to and thereafter kept at the location specified in the Schedule and shall not be removed therefrom without Lessor's prior written consent and in accordance with Section 11 of this MLA. Upon the expiration, early termination as provided herein, or upon final termination

Example

of the Schedule, upon at least ninety (90) days prior written notice to Lessor, Lessee at its cost and expense, shall immediately disconnect, properly package for transportation and return all (not part) of the Equipment (including, without limitation, all service records and user manuals), freight prepaid, to Lessor in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the Equipment ("Return Condition"), reasonable wear and tear excepted. Lessee shall, at Lessor's request, affix to the Equipment, tags, decals or plates furnished by Lessor indicating Lessor's ownership and Lessee shall not permit their removal or concealment. Lessee shall return the Equipment to Lessor at a location specified by Lessor, provided, however, such location shall be within the United States no farther than 500 miles from the original Lessee delivery location, unless otherwise agreed to on the applicable Schedule. If the Equipment is not in Return Condition, Lessee shall remain liable for all reasonable costs required to restore the Equipment to Return Condition. Lessee shall arrange and pay for the de-installation and packing of the Equipment and the de-installation shall be performed by manufacturer-certified technicians, approved by Lessor and the Lessor shall have the right to supervise and direct the preparation of the Equipment for return. IF, UPON TERMINATION OR EXPIRATION OF THE SCHEDULE FOR ANY REASON, LESSEE FAILS OR REFUSES FORTHWITH TO RETURN AND DELIVER THE EQUIPMENT TO LESSOR, LESSEE SHALL REMAIN LIABLE FOR ANY RENT PAYMENTS ACCRUED AND UNPAID WITH RESPECT TO ALL OF THE EQUIPMENT ON THE SCHEDULE AND SHALL PAY RENT UP TO THE DATE THAT THE EQUIPMENT IS RETURNED TO THE ADDRESS SPECIFIED BY LESSOR. Notwithstanding the foregoing, Lessor shall have the right, without notice or demand, to enter Lessee's premises or any other premises where the Equipment may be found and to take possession of and to remove the Equipment, at Lessee's sole cost and expense, without legal process. Lessee understands that it may have a right under law to notice and a hearing prior to repossession of the Equipment. As an inducement to Lessor to enter into a transaction, but only to the extent that Lessee, if a state agency, has statutory authority to do so, Lessee hereby expressly waives all rights conferred by existing law to notice and a hearing prior to such repossession by Lessor or any officer authorized by law to effect repossession and hereby releases Lessor from all liability in connection with such repossession. Without waiving the doctrines of sovereign immunity and immunity from suit and to the extent authorized by the constitution and laws of the State of Texas, Lessee's obligation to return Equipment may, at Lessor's option, be specifically enforced by Lessor.

14. Quiet Enjoyment.

During the Schedule Term, Lessor shall not interfere with Lessee's quiet enjoyment and use of the Equipment provided that an Event of Default (as hereinafter defined in Section 23 of the MLA) has not occurred.

Example

15. Warranties.

Lessor and Lessee acknowledge that manufacturer Equipment warranties, if any, inure to the benefit of the Lessee. Lessee agrees to pursue any warranty claim directly against such manufacturer of the Equipment and shall not pursue any such claim against Lessor. Lessee shall continue to pay Lessor all amounts payable under any Schedule under any and all circumstances.

16. No Warranties.

LESSEE ACKNOWLEDGES THAT LESSOR IS NOT THE MANUFACTURER OR LICENSOR OF THE EQUIPMENT. LESSEE AGREES THAT LESSOR HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, OR QUALITY OF THE EQUIPMENT OR ANY UNIT THEREOF. LESSEE SPECIFICALLY WAIVES ALL RIGHT TO MAKE CLAIM AGAINST LESSOR FOR BREACH OF ANY EQUIPMENT WARRANTY OF ANY KIND WHATSOEVER; AND WITH RESPECT TO LESSOR, LESSEE LEASES EQUIPMENT "AS IS". LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED DIRECTLY OR INDIRECTLY BY ANY EQUIPMENT LEASED HEREUNDER, OR BY THE USE OR MAINTENANCE THEREOF, OR BY THE REPAIRS, SERVICE OR ADJUSTMENT THERETO OR ANY DELAY OR FAILURE TO PROVIDE ANY THEREOF, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEROF, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATESOEVER AND HOWSOEVER CAUSED WITHOUT IN ANY WAY IMPLYING THAT ANY SUCH WARRANTY EXISTS AND WITHOUT INCREASING ITS LIABILITY HEREUNDER, TO ASSIGN TO LESSEE UPON LESSEE'S REQUEST THEREFOR ANY WARRANTY OF A MANUFACTURER OR LICENSOR OR SELLER RELATING TO THE EQUIPMENT THAT MAY HAVE BEEN GIVEN TO LESSOR.

17. Indemnification.

(a) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee shall indemnify, protect, save and hold harmless Lessor, its agents, servants and successors from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses and attorney's fees, of whatsoever nature, arising out of the use, misuse, condition, repair, storage, return or operation (including, but not limited to, latent and other defects, whether or not discoverable by it) of any unit of Equipment, regardless of where, how and by whom operated, and arising out of negligence (excluding the gross negligence or willful misconduct of Lessor). Lessee is liable for the expenses of the defense or the settlement of any suit or suits or other legal proceedings brought to enforce any such losses, damages, injuries, claims, demands, and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of the MLA or a

Example

Schedule whether by expiration of time, by operation of law or otherwise. With respect to Lessor, Lessee is an independent contractor, and nothing contained herein authorizes Lessee or any other person to operate the Equipment so as to impose or incur any liability or obligation for or on behalf of Lessor.

(b) Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR individually and collectively assume all risks and liabilities with respect to any claim made by any third party that the lease arrangements herein are not authorized by law. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Lessee and DIR agree to indemnify, save and hold harmless Lessor from any and all such claims and all expenses incurred in connection with such claims or to defend against such claims, including without limitation any judgments by a court of competent jurisdiction or settlement or compromise with such claimant.

(c) Lessor is the owner of the Equipment and has title to the Equipment. If any other person attempts to claim ownership of the Equipment by asserting that claim against Lessee or through Lessee, Lessee agrees, at its expense, to protect and defend Lessor's title to the Equipment. Lessee further agrees that it will at all times keep the Equipment free from any legal process, encumbrance or lien whatsoever, and Lessee shall give Lessor immediate notice if any legal process, encumbrance or lien is asserted or made against the Equipment.

18. Risk of Loss.

Commencing upon delivery and continuing throughout the Schedule Term, Lessee shall bear the entire risk of loss or damage in respect to any Equipment, whether partial or complete, from any cause whatsoever. In the event of loss, theft, destruction or damage of any kind to any item of Equipment, or if any Equipment is lost stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor. Lessee shall, at its option: (a) immediately place the affected Equipment in good condition and working order, (b) replace the affected Equipment with identical equipment of at least equal value, in good condition and repair, and transfer clear title thereto to Lessor, or (c) to the extent permitted by law, pay to Lessor, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV" as hereafter defined) for such affected Equipment, plus any other unpaid amounts then due under the Schedule. If an Event of Loss occurs as to part of the Equipment for which the SLV is paid, a prorated amount of each Rent Payment shall abate from the date the SLV payment is received by Lessor. The SLV shall be an amount equal to the sum of all future Rent Payments from the last Rent Payment date to the end of the Schedule Term with such Rent Payments discounted to present value at the like-term Treasury Bill rate for the remaining

Example

Schedule Term in effect on the date of such Event of Loss, or if such rate is not permitted by law, then at the lowest permitted rate.

In the event of a governmental taking of Equipment for an indefinite period or for a stated period, which does not extend beyond the Schedule Term, all obligations of the Lessee with respect to such Equipment (including payment of Rent) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.

19. Insurance.

At its expense, Lessee shall keep the Equipment insured against all risks of loss and damage with companies acceptable to Lessor for an amount equal to the original cost of the Equipment, with Lessor or its assign(s) named as a loss payee. Lessee shall also maintain comprehensive general liability insurance, with Lessor or its assign(s) named as an additional insured. Lessee shall be liable for any loss not covered by insurance. All said insurance shall be in form and amount satisfactory to Lessor. Lessee shall pay the premiums therefor and deliver to Lessor or its assign(s) the certificates of insurance or duplicates thereof or other evidence satisfactory to Lessor or its assign(s) of such insurance coverage. Evidence of such insurance coverage shall be furnished no later than the Schedule Commencement Date of each Schedule and from time to time as Lessor or its assign(s) may request. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts received in payment for loss or damage under any said insurance policy. Lessee may self-insure with respect to the required coverage.

Further, Lessees that are defined as state agencies in accordance with Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, may self-insure their obligations in this section.

20. Representations and Warranties of Lessee.

Lessee represents and warrants for the benefit of Lessor and its assigns, and Lessee will provide an opinion of counsel to the effect that, as of the time of execution of the MLA and each Schedule between Lessor and Lessee:

(a) Lessee is either a Texas state agency or Texas local government, as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003) or a state agency purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code. Lessee has made an independent legal and management determination to enter into this transaction;

Example

(b) Each Schedule executed by Lessee has been duly authorized, executed and delivered by Lessee and constitutes a valid, legal and binding agreement of Lessee, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessee of any Schedule between Lessor and Lessee;

(d) The entering into and performance of any Schedule between Lessor and Lessee, the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of the Lessee or on the Equipment leased under any Schedule between Lessor and Lessee pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

(e) To the best of Lessee's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessee, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the MLA or any Schedule between Lessor and Lessee;

(f) The use of the Equipment is essential to Lessee's proper, efficient and economic operation, and Lessee will sign and provide to Lessor upon execution of each Schedule between Lessor and Lessee hereto written certification to that effect; and

(g) Lessee represents and warrants that (i) It has authority to enter into any Schedule under this MLA, (ii) the persons executing a Schedule have been duly authorized to execute the Schedule on Lessee's behalf, (iii) all information supplied to Lessor is true and correct, including all credit and financial information and (iv) it is able to meet all its financial obligations, including the Rent Payments hereunder.

21. Representation and Warranties of DIR.

DIR represents and warrants for the benefit of Lessor and its assigns, and DIR will provide an opinion of counsel to the effect that, as of the time of execution of the MLA:

(a) DIR is a State agency as defined in Section 2251.001, Texas Government Code. DIR has not provided the Lessee or the Lessor with any legal or management advice regarding the MLA or any Schedule executed pursuant thereto;

Example

(b) This MLA has been duly authorized, executed and delivered by DIR and constitutes a valid, legal and binding Agreement of DIR, enforceable in accordance with its terms;

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or governmental authority or instrumentality with respect to the entering into or performance by DIR of this MLA;

(d) The entering into and performance of the MLA does not violate any judgment, order, law or regulation applicable to DIR or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon assets of DIR or on the Equipment pursuant to any instrument to which DIR is a party or by which it or its assets may be bound;

(e) To the best of DIR's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting DIR, which if determined adversely to DIR will have a material adverse effect on the ability of DIR to fulfill its obligations under the MLA;

(f) DIR is authorized to charge and collect the administrative fee as set forth within Section 5 of the Contract;

(g) Lessor's payment of the administrative fee to DIR shall not constitute an illegal gratuity or otherwise violate Texas law; and

(h) DIR is a government agency subject to the Texas Public Information Act. Lessor acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney Generals' office concerning this Act.

22. Representations and Warranties of Lessor.

(a) Lessor is an entity authorized and validly existing under the laws of its state of organization, is authorized to do business in Texas, and is not in default as to taxes owed to the State of Texas and any of its political subdivisions;

(b) The MLA and each Schedule executed in conjunction to this MLA have been duly authorized, executed and delivered by Lessor and constitute valid, legal and binding agreements of Lessor, enforceable with respect to the obligations of Lessor herein in accordance with their terms;

Example

(c) No approval, consent or withholding of objection is required from any federal or other governmental authority or instrumentality with respect to the entering into or performance by Lessor of this MLA or any Schedule;

(d) The entering into and performance of the MLA or any Schedule will not violate any judgment, order, law or regulation applicable to Lessor or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon the assets of the Lessor, including Equipment leased under the MLA and Schedules thereto, pursuant to any instrument to which the Lessor is a party or by which it or its assets may be bound; and

(e) To the best of Lessor's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting Lessor, which if determined adversely to Lessor will have a material adverse effect on the ability of Lessor to fulfill its obligations under the MLA or any Schedule.

23. Default.

Lessee shall be in default under a Schedule upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) nonpayment or incomplete payment by Lessee of Rent or any other sum payable; (b) nonpayment or incomplete payment by Lessee of Rent or any other sum payable on its due date; (c) failure by Lessee to perform or observe any other term, covenant or condition of this MLA, any Schedule, or any applicable software license agreement, which is not cured within ten (10) days after notice thereof from Lessor; (d) insolvency by Lessee; (e) Lessee's filing of any proceedings commencing bankruptcy or the filing of any involuntary petition against Lessee or the appointment of any receiver not dismissed within sixty (60) days from the date of said filing or appointment; (f) subjection of a substantial part of Lessee's property or any part of the Equipment to any levy, seizure, assignment or sale for or by any creditor or governmental agency; or (g) any representation or warranty made by Lessee in this MLA, any Schedule or in any document furnished by Lessee to Lessor in connection therewith or with the acquisition or use of the Equipment being or becoming untrue in any material respect.

24. Remedies.

(a) Upon the occurrence of an "Event of Default" and at any time thereafter Lessor may, in its sole discretion, do any one or more of the following: (i) After giving fifteen (15) days prior written notice to Lessee of default, during which time Lessee shall have the opportunity to cure such default, terminate any or all Schedules executed by Lessor and the defaulting Lessee; (ii) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, Lessor may proceed by appropriate court action to enforce the performance of the terms of the Schedule and/or recover damages, including all of

Example

Lessor's economic loss for the breach thereof; (iii) whether or not the Schedule is terminated, upon notice to Lessee, take possession of the Equipment wherever located, without demand, liability, court order or other process of law, and for such purposes Lessee, to the extent authorized by Texas law, hereby authorizes Lessor, its assigns or the agents of either to enter upon the premises where such Equipment is located or cause Lessee, and Lessee hereby agrees, to return such Equipment to Lessor in accordance with the requirements of Section 13 of the MLA; (iv) by notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and as a remedy, the sum of (a) the present value of the Rent owed from the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee until the end of the Schedule Term plus, if the Equipment is not returned to or repossessed by Lessor, the present value of the estimated in-place fair market value of the Equipment at the end of the Schedule Term as determined by Lessor, each discounted at a rate equal to the rate used by Lessor for business opportunity analysis; (b) all Rent and other amounts due and payable on or before the earlier of the date of payment by Lessee or the date Lessor obtains a judgment against Lessee; and (c) without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, costs, fees (including all attorneys' fees and court costs) and expenses associated with collecting said sums; and (d) interest on (a) and (b) from the date of default at 1 ½% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.

(b) Upon return or repossession of the Equipment, Lessor may, if it so decides in its sole discretion, upon notice to Lessee, use reasonable efforts to sell, re-lease or otherwise dispose of such Equipment, in such manner and upon such terms as Lessor may determine in its sole discretion, so long as such manner and terms are commercially reasonable. Upon disposition of the Equipment, Lessor shall credit the Net Proceeds (as defined below) to the damages paid or payable by Lessee. Proceeds upon sale of the Equipment shall be the sale price paid to Lessor less the Stipulated Loss Value in effect as of the date of default. Proceeds upon a re-lease of the Equipment shall be all rents to be received for a term not to exceed the remaining Schedule Term, discounted to present value as of the commencement date of the re-lease at the Lessor's current applicable debt rate. Without Lessee and DIR waiving the doctrines of sovereign immunity and immunity from suit, and to the extent allowed by the laws and Constitution of the State of Texas, "Net Proceeds" shall be the Proceeds of sale or re-lease as determined above, less all costs and expenses incurred by Lessor in the recovery, storage and repair of the Equipment, in the remarketing or disposition thereof, or otherwise as a result of Lessee's default, including any court costs and attorney's fees and interest on the foregoing at eighteen percent (18%) per annum or the highest rate allowable by law, if less, calculated from the dates such costs and expenses were incurred until received by Lessor. Lessee shall remain liable for the amount by which all sums, including liquidated damages, due from Lessee exceeds the Net Proceeds. Net Proceeds in excess thereof are the property of and shall be retained by Lessor.

Example

(c) No termination, repossession or other act by Lessor in the exercise of its rights and remedies upon an Event or Default shall relieve Lessee from any of its obligations hereunder. No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Lessor at law or in equity.

(d) Neither DIR nor non-defaulting Lessees shall be deemed in default under the MLA or Schedules because of the default of a particular Lessee. Lessor's remedies under this Section 24 shall not extend to DIR and those non-defaulting Lessees.

25. Notices and Waivers.

All notices relating to this MLA shall be delivered to DIR or the Lessor as specified within Section 6 of the Contract, or to another representative and address subsequently specified in writing by the appropriate parties hereto. All notices relating to a Schedule shall be delivered in person to an officer of the Lessor or Lessee or shall be mailed certified or registered to Lessor or Lessee at its respective address shown on the Schedule or to another address subsequently specified in writing by the appropriate parties thereof. DIR, Lessee, and Lessor intend and agree that a photocopy or facsimile of this MLA or a Schedule and all related documents, including but not limited to the Acceptance Certificate, with their signatures thereon shall be treated as originals, and shall be deemed to be as binding, valid, genuine, and authentic as an original signature document for all purposes. This MLA and those Schedules in conjunction hereof are a "Finance Lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). A waiver of a specific Default shall not be a waiver of any other or subsequent Default. No waiver of any provision of this MLA or a provision of a Schedule shall be a waiver of any other provision or matter, and all such waivers shall be in writing and executed by an officer of the Lessor. No failure on the part of Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof.

26. Assignment by Lessor; Assignment or Sublease by Lessee.

(a) Lessor may (i) assign all or a portion of Lessor's right, title and interest in this MLA and/or any Schedule; (ii) grant a security interest in the right, title and interest of Lessor in the MLA, any Schedule and/or any Equipment; and/or (iii) sell or transfer its title and interest as owner of the Equipment and/or as Lessor under any Schedule; and DIR and each Lessee leasing Equipment under the MLA understand and agree that Lessor's assigns may each do the same (hereunder collectively "Assignment"). All such Assignments shall be subject to each Lessee's rights under the Schedule(s) executed between it and Lessor and to DIR's rights under the MLA. Each Lessee leasing Equipment through Schedules under this MLA and DIR hereby consent to such Assignments and agree to execute and deliver promptly such acknowledgements, Opinions of Counsel and other instruments reasonably requested to effect such Assignment. Each Lessee leasing Equipment through

Example

Schedules under this MLA and DIR acknowledge that the assigns do not assume Lessor's obligations hereunder and agree to make all payments owed to the assigns without abatement and not to assert against the assigns any claim, defense, setoff or counterclaim which DIR or the Lessee(s) may possess against the Lessor or any other party for any other reason. Lessor shall remain liable for performance under the MLA and any Schedule(s) executed hereunder to the extent Lessor's assigns do not perform Lessor's obligations under the MLA and Schedule(s) executed hereunder. Upon any such Assignment, all references to Lessor shall also include all such assigns, whether specific reference thereto is otherwise made herein.

(b) **LESSEE WILL NOT SELL, ASSIGN, SUBLET, PLEDGE OR OTHERWISE ENCUMBER, OR PERMIT A LIEN TO EXIST ON OR AGAINST ANY INTEREST IN THIS LEASE, OR THE EQUIPMENT, OR REMOVE THE EQUIPMENT FROM ITS LOCATION REFERRED TO ON THE SCHEDULE, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT EXCEPT AS PROVIDED IN SECTION 11 OF THIS MLA. LESSOR MAY ASSIGN ITS INTEREST IN THIS LEASE AND SELL OR GRANT A SECURITY INTEREST IN ALL OR ANY PART OF THE EQUIPMENT WITHOUT LESSEE'S CONSENT. LESSEES THAT ARE STATE AGENCIES, WITHOUT WAIVING THE DOCTRINE OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND ONLY AS MAY BE AUTHORIZED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, AGREE THAT IN ANY ACTION BROUGHT BY AN ASSIGNEE AGAINST LESSEE TO ENFORCE LESSOR'S RIGHTS HEREUNDER, LESSEE WILL NOT ASSERT AGAINST SUCH ASSIGNEE AND EXPRESSLY WAIVES AS AGAINST ANY ASSIGNEE, ANY BREACH OR DEFAULT ON THE PART OF LESSOR HEREUNDER OR ANY OTHER DEFENSE, CLAIM OR SET-OFF WHICH LESSEE MAY HAVE AGAINST LESSOR EITHER HEREUNDER OR OTHERWISE. NO SUCH ASSIGNEE SHALL BE OBLIGATED TO PERFORM ANY OBLIGATION, TERM OR CONDITION REQUIRED TO BE PERFORMED BY LESSOR HEREUNDER**. Without the prior written consent of Lessor, DIR shall not assign, sublease, transfer, pledge or hypothecate the Master Lease Agreement; provided, however, that no such prior written consent from Lessor is necessary in the event of a legislative mandate to transfer the contract to another state agency.

27. Delivery of Related Documents.

For each Schedule, Lessee will provide the following documents and information satisfactory to Lessor: (a) Certificate of Acceptance; (b) Opinion of Counsel; (c) proof of self-insurance acceptable to Lessor; (d) Financial Statements; (e) Incumbency Certificate; and (f) Other documents as reasonably required by Lessor.

28. Lessee's Waivers.

To the extent permitted by applicable law, Lessee hereby waives the following rights and remedies conferred upon Lessee by the Uniform Commercial Code: to (i) cancel any Schedule under the MLA; (ii)

Example

repudiate any Schedule; (iii) reject the Equipment; (iv) revoke acceptance of the Equipment; (v) recover damages from Lessor for any breach of warranty by the manufacturer; (vi) claim a security interest in the Equipment in Lessee's possession or control for any reason; (vii) deduct all or any part of any claimed damages resulting from Lessor's default, if any, under any Schedule; (viii) accept partial delivery of the Equipment; (ix) "cover" by making any purchase or lease of or contract to purchase or lease equipment in substitution for the Equipment due from Lessor; (x) recover any special, punitive, incidental or consequential damages, for any reason whatsoever. Lessee agrees that any delay or failure to enforce Lessor's rights under this MLA or a Schedule does not prevent Lessor from enforcing any rights at a later time.

29. Security Interest and UCC Filings.

To secure payments hereunder, Lessor reserves and Lessee hereby grants to Lessor a continuing security interest in the Equipment and any and all additions, replacements, substitutions, and repairs thereof. When all of the Lessee's obligations under this MLA and respective Schedules have been fully paid and satisfied, Lessor's security interest shall terminate. Nothing contained herein shall in any way diminish Lessor's right, title, or interest in or to the Equipment. Lessor and Lessee agree that a reproduction of this MLA and/or any associated Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC"). Lessee hereby appoints Lessor, its agents, successors or assigns its true and lawful attorney-in-fact for the limited purpose of executing and filing on behalf of Lessee any and all UCC Financing Statements which in Lessor's sole discretion are necessary or proper to secure Lessor's interest in the Equipment in all applicable jurisdictions. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, as Lessor deems necessary or advisable for the protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto.

30. Miscellaneous.

(a) Applicable Law and Venue. The MLA and each Schedule SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. In the event of a dispute between the parties, exclusive venue for any legal action shall be in the state court where Lessee has its principal office or where the Equipment is located, with the following exception: if a Lessee is designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, then exclusive venue shall be in the state district court of Travis County, Texas.

(b) Counterpart. Only original counterpart No. 1 of each Schedule shall be deemed to be an "Original" for chattel paper purposes under the Uniform Commercial Code. Any and all other counterparts

Example

shall be deemed to be a "Copy". NO SECURITY INTEREST IN THIS MLA, IN ANY SCHEDULE, OR IN ANY OF THE EQUIPMENT MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS MLA ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MLA BY REFERENCE.

(c) Suspension of Obligations of Lessor. Prior to delivery of any Equipment, the obligations of Lessor hereunder shall be suspended to the extent that it is hindered or prevented from performing because of causes beyond its control.

(d) Severability. In the event of any provision of this MLA or any Schedule shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the parties hereto agree that such provision shall be ineffective without invalidating the remaining provisions thereof.

(e) Entire Agreement. Lessor and Lessee acknowledge that there are no agreements or understanding, written or oral, between them with respect to the Equipment, other than as set forth in this MLA and in each Schedule to which Lessee is a signatory party. Lessor and Lessee further acknowledge that this MLA and each Schedule to which Lessee is a party contain the entire agreement between Lessor and Lessee and supersedes all previous discussions and terms and conditions of any purchase orders issued by Lessee. DIR and Lessor acknowledge that there are no agreements or understandings, written or oral, between them other than as set forth in this MLA and Contract Number DIR-TSO-XXX and that both contain the entire agreement between them. Neither this MLA nor any Schedule may be altered, modified, terminated, or discharged except by a writing signed by the party against whom enforcement of such action is sought.

(f) Headers. The descriptive headings hereof do not constitute a part of any Schedule and no inferences shall be drawn therefrom.

(g) Language context. Whenever the context of this MLA requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor.

(h) Lessor Certifications. Lessor certifies that:

(i) it has not given, offered to give, and does 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 this MLA and/or any Schedules executed hereunder;

Example

(ii) it 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, Texas Family Code and acknowledges this MLA may be terminated and payment withheld if this certification is inaccurate;

(iii) neither it , nor anyone acting for it, has 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;

(iv) it has not received payment from DIR, Lessee or any of their employees for participating in the preparation of this MLA and the Schedule(s) hereunder;

(v) during the term of this MLA, it will not discriminate unlawfully against any employee or applicant and that, upon request it 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,

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

(vii) 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 MLA;

(viii) Lessor 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;

(ix) as of the effective date of the MLA, 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;

(x) to the extent applicable to this scope of this MLA, Lessor 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;

Example

(xi) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(xii) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

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

(xiv) Lessor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; if Section 669.003 applies, Vendor will complete the following information: Name of Former Executive; Name of State Agency; Position with Vendor and Date of Employment with Vendor.

(xv) Lessor represents and warrants that the provision of goods and services or other performance under the MLA will not constitute an actual or potential conflict of interest and certifies that it will not reasonably create the appearance of impropriety, and, if these facts change during the course of the MLA, Lessor certifies it shall disclose for itself and on behalf of subcontractors the actual or potential conflict of interest and any circumstances which create the appearance of impropriety;

(xvi) Lessor represents and warrants that the Lessee's payment to Lessor and Lessor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;

(xvii) Under Section 2155.006, Government Code, Lessor certifies that the individual or business entity in this MLA is not ineligible to receive the specified MLA and acknowledges that this MLA may be terminated and payment withheld if this certification is inaccurate. In addition, Lessor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the MLA; and (xviii) Lessor certifies that it has 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.

Example

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

(i) Dispute Resolution. The following paragraph applies only to Lessees designated as a State agency as defined in Section 2054.003, Texas Government Code, including a university system or institution of higher education, and those purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.

Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of this chapter. To the extent that Chapter 2260 of the Texas Government Code, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260, and rules promulgated there under shall be used by the Lessee and Lessor to attempt to resolve any claim for breach of agreement made by Lessor.

(j) Sovereign Immunity. Nothing herein shall be construed to waive the State's sovereign immunity.

(k) 31. Amendments.

The terms and conditions of this MLA may be amended only by written instrument executed by the Lessor and DIR.

Example

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

This Appendix H to DIR Contract Number DIR-TSO-*XXXX* contemplates the economical and timely repair/replacement/ or recovery of multifunctional networked copier equipment that is leased for 48-month or 60-month terms by the Customer (Lessee) from the Vendor (Lessor), for equipment having experienced inoperability, unserviceability, or condition damage that exceeds normal, wear and tear resulting from a declared disaster event ("Event") in the State of Texas. This Agreement is between the Customer and the Vendor and this agreement is not intended as an amendment to any lease agreement.

Monthly leasing prices for the Declared Disaster Equipment Recovery Program may be selected singly, for each piece of leased equipment and shall be identified by serial number. Monthly Declared Disaster Program leasing prices for 48 and 60-months shall be in accordance with DIR Contract Number DIR-TSO-XXXX Appendix C Pricing Index.

A Disaster Declaration is issued by the Governor of the State of Texas. Upon the issuance of a Disaster Declaration Proclamation in accordance with the authority vested by Section 418.014 of the Texas Government Code, *Vendor Name*, and *Customer Name*, in accordance with DIR Contract Number *DIR-TSO-XXXX* will abide by the following Equipment Recovery terms and conditions for property that a) is leased under DIR-TSO-*XXXX* in accordance with the Declared Disaster monthly pricing option, b) is documented as having been previously installed and operating for a minimum period of _____ months at the same location within a Texas county that is designated in the Disaster Declaration, c) having had no more than _____*(number)* late or outstanding payments during the entire lease term. Invoices that are in current dispute status or which have been in a previous dispute and resolved, do not count toward this (c) requirement.

Definitions

Event Date
The Event Date is the date that the disaster occurred.

Disaster Declaration Proclamation
A Disaster Declaration Proclamation for certain Texas counties affected by a disaster which is issued by the Governor of the State of Texas at https://gov.texas.gov/news/category/proclamation.

Initial Equipment Assessment Date
If the Event requires that an agency official pronounce the property as safe to access, after which the area in which the equipment under this Disaster Agreement is safely accessible, the calendar date that the physical equipment is safely accessible for assessment by Lessee is defined as the Initial Equipment Assessment Date.

Lessee Declared Disaster Service Call
The calendar date that a Maintenance and Support call (to the telephone number provided at the time of equipment installation) is initiated by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call.

Vendor Declared Disaster Service Call
The calendar date that a Maintenance and Support call is received by the Vendor that is identified as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words "Declared Disaster" which shall appear on all documentation thereafter.

Initial Vendor Assessment Date
The calendar date that the Vendor arrives on-site to assess the functionality and operability of each device identified by a Lessee Declared Disaster Service Call. The Vendor should arrive on-site within five (5) calendar days after receiving a Declared Disaster Service Call (excluding the date of the service call).

Recovery Plan
A written Recovery Plan initiated by the Vendor to the Lessee within five (5) calendar days after the Initial Vendor Assessment date. The Recovery Plan must be agreed, in writing, by both parties. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event.

Location

- Event Location – the Location at which the Event/Disaster occurred.
- Temporary Location – A physical location to which the agency has relocated their primary business due to the Disaster Event
- Recovery Location – The physical location to which recovery or remediation of equipment is delivered/installed.

Equipment Recovery/Replacement Terms and Conditions

General

Lessee shall continue submitting monthly lease payments during the time of the non-accessibility, throughout the repair/replacement Recovery (reinstall) process and then throughout the remainder of the lease term. All invoicing and payments shall be handled in accordance with Sections I. and J. of Appendix A, Standard Terms and Conditions of DIR Contract Number DIR-TSO-*XXXX*.

A Lessee may relocate to a Temporary Location during construction or repairs and may return to the original Event Location, or even to a new permanent location. The Vendor shall accommodate the Lessee in the installation and deinstallation of loaner or new equipment to the Temporary Location and in the final recovery of equipment at the Recovery Location.

Initial Equipment Assessment
Once the premises has officially been determined to be safe to access by an agency Facility or Security official, and the area in which the equipment under this Disaster Agreement is safely accessible, Lessee shall assess the equipment for operability. In order to qualify for this Program, equipment shall be non-functional or inoperable directly resulting from a Declared Disaster Event. In the event that non-operability of equipment is identified and assumed to constitute a Disaster Declaration Event, a Maintenance and Support call (to the telephone number provided at the time of equipment installation) shall be made by the Lessee to the Vendor, identifying each non-operable piece of equipment by serial number and identifying it as a Declared Disaster Service call. The Vendor shall assign a Ticket/Confirmation Number to the Lessee at the time of the call and shall notate the words “Declared Disaster” which shall appear on all documentation thereafter. Lessee should retain the Confirmation Number for use when filing a written Declared Disaster Claim.

Vendor Assessment
Within five (5) calendar working days (exclusive of the date of the call) after the Vendor receives the Declared Disaster Service call, the Vendor shall arrive on-site to assess the functionality and operability of each device covered on the Declared Disaster Equipment Recovery Program.

Recovery Plan

Within five (5) calendar working days after the Vendor Assessment the Vendor shall and present a written Recovery Plan to the Lessee. A successful Recovery Plan will restore the Lessee to the full, uninterrupted and operational equipment status that existed prior to the Event at the earliest possible date, in order to minimize the Lessee's non-functionality equipment status. The Recovery Plan must be agreed, in writing, by both parties.

As each Declared Disaster Event is unique, below are examples for considerations to be made (as applicable):

- Are there facilities/construction repairs to be made as a result of the Event? Must the repairs be made before, or can they be made after equipment replacement?
    - Can the Lessee assist in expediting repairs? If so, how will they assist?
- Consider an interim operational status that will allow the Lessee to continue their business while new equipment or replacement parts/components are being ordered. Can the Vendor offer loaners?
- Where feasible, expedite the shipment of small to medium items (all handling, shipping and transport charges are borne by the Vendor).
- Vendor may consider shipping new or replacement equipment on a first available basis. An initial/temporary Recovery Plan could (stagger) include both loaner and replacement equipment.

At a minimum, equipment recovery shall be restored to a _____ % level within _____ calendar working days of the Initial Vendor on-site Assessment (first) arrival.

Vendor Obligations

All replacement, and new equipment shall be made with equipment that is equal to, or better than, the equipment being replaced.

All pricing for the monthly leased equipment shall be the same as the Declared Disaster pricing. All pricing for the continuance of Maintenance and Support Services shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index throughout the lease term.

All Copy Allowances and Overage charges on the Maintenance and Support Plan shall remain the same as the original Declared Disaster pricing in accordance with Appendix C Pricing Index.

Vendor is responsible for providing the following *at no cost to the Lessee*:
New and Replacement Equipment costs;
De-installation;
Installation
Parts and components costs;
Packing;
Shipping and Handling charges;
Transport charges and fees;
Labor;
Travel and lodging expenses;

Other Miscellaneous charges and fees associated with the Declared Disaster Equipment Recovery Program.

Lessee Obligations

Lessee shall provide the Vendor access to the premises Monday through Friday (less State Holidays) during normal working hours. If Vendor requests access to the premises during days or times that are outside of normal working hours and Lessee can accommodate without interruption to business, they shall endeavor to accommodate the Vendor.

Whenever Lessee is available to expedite the scheduling of facility or construction services that will impact the equipment recovery process, they shall expedite scheduling in order to allow quicker access by the Vendor.

If the Lessee has relocated their operation to a Temporary Location, and they require that a loaner be provided to this Temporary Location until such a time as the original building is reconstructed/repaired, the Lessee will be obligated to pay the difference in transport charges in excess mileage between the Event Location and the Temporary Location.

Claim

Lessee Claim Obligations

Lessee should initiate the filing of a claim within ten (10) calendar working days of the Initial Vendor Assessment conclusion.

Lessee shall provide a completed Claim consisting of the following documentation. A claim is not considered received until all of the following documentation has been received by the Vendor.

1. Provide documentation of having leased and operated equipment (Lease Agreement) for a minimum period of sixty days or *(enter other)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
2. Submit a Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
3. Complete Claim Form signed by agency head (Director or above).
4. Submit signed Recovery Plan (signed by Lessee and Vendor).

Any costs incurred by the Lessee during the interim of the Disaster Event until the Claim Acceptance Date by the Vendor is not reimbursable.

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

CLAIM FORM

Claim Number (Entered by Vendor) ⟶	
Declared Disaster Service Ticket/Confirmation Number (Entered by Customer/Lessee) ⟶	
Agency/Lessee name	Event/Disaster Date:
Street address	
City / State / ZIP code	
Customer/Lessee POINT OF CONTACT Name	
POINT OF CONTACT Telephone *(area code and number)*	POINT OF CONTACT E-mail

Contract Number:	
Vendor Company Name	
Vendor Point of Contact Name	
Vendor Point of Contact phone *(area code and number)*	Vendor Point of Contact E-mail

Equipment Mfgr and Model	*Equipment Serial Number*	*Equipment COUNTY, Bldg, street, city, state, zip*	*Is Equip inoperable? Yes or No*

Brief Description of Event and Damage

_____

_____

RFO: DIR-TSO-TMP-419 Bid Package 7
TEXAS DEPARTMENT OF INFORMATION RESOURCES
APPENDIX *X* TO DIR CONTRACT NUMBER DIR-TSO-*XXXX*
DECLARED DISASTER EQUIPMENT RECOVERY PROGRAM AGREEMENT

_____

_____

_____

Comments/Notes/Additional Information: _____

_____

_____

_____

_____

This Claim Approved by **Agency Director or above**: _____

Must be original, signed signature (not typed)

Type Name _____

Title: _____

Date Signed _____

Attach the following:

1. This claim form, completed and signed
2. Provide documentation of having leased and operated equipment listed above (Lease Agreement) for a minimum period of sixty days or *(enter other as pre-negotiated)*_____, at the same location within a Texas county that is designated in the Disaster Declaration Proclamation;
3. A Disaster Declaration Proclamation (or Proclamation Amendment) issued by The Governor of the State of Texas (https://gov.texas.gov/news/category/proclamation) that includes the County of the equipment location for which the claim is being filed;
4. A signed Recovery Plan (signed by Lessee and Vendor).

Bid Package 8

Texas Department of Information Resources

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

Vendor References

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Request for Offer (RFO) that has been issued. 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: 419docmanagement@dir.texas.gov

This portion to be completed by the Vendor requesting reference information

Vendor Name_____
***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* 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 this reference and returned to DIR at 419docmanagement@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 Managed Print Services, Document Imaging or Enterprise Content Management Products and Services

1. Have you purchased any Managed Print Services, Document Imaging or Enterprise Content Management Products or from this Vendor in the past 2 years? 0. __No 1. ___Yes
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 or services provided to you? 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 MPS, Document Imaging or Enterprise Content Management Products and Services or related 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.

Request for Offer DIR-TSO-TMP-419
Bid Package 9

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

VPAT™

Voluntary Product Accessibility Template®

Version 1.3

The purpose of the **Voluntary Product Accessibility Template**, or **VPAT™**, is to assist Federal contracting officials and other buyers in making preliminary assessments regarding the availability of commercial "Electronic and Information Technology" products and services with features that support accessibility. It is assumed and recommended that offeror's will provide additional contact information to facilitate more detailed inquiries.

The first table of the Template provides a summary view of the Section 508 Standards. The subsequent tables provide more detailed views of each subsection. There are three columns in each table. Column one of the Summary Table describes the subsections of subparts B and C of the Standards. The second column describes the supporting features of the product or refers you to the corresponding detailed table, e.g., "equivalent facilitation." The third column contains any additional remarks and explanations regarding the product. In the subsequent tables, the first column contains the lettered paragraphs of the subsections. The second column describes the supporting features of the product with regard to that paragraph. The third column contains any additional remarks and explanations regarding the product.

Date:

Name of Product:

Contact for more Information (name/phone/email):

Summary Table

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 Software Applications and Operating Systems		
Section 1194.22 Web-based Internet Information and Applications		
Section 1194.23 Telecommunications Products		
Section 1194.24 Video and Multi-media Products		
Section 1194.25 Self-Contained, Closed Products		
Section 1194.26 Desktop and Portable Computers		
Section 1194.31 Functional Performance Criteria		
Section 1194.41 Information, Documentation and Support		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.21 Software Applications and Operating Systems – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
(b) Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
(c) A well-defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that Assistive Technology can track focus and focus changes.		

(d) Sufficient information about a user interface element including the identity, operation and state of the element shall be available to Assistive Technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
(e) When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
(f) Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
(g) Applications shall not override user selected contrast and color selections and other individual display attributes.		
(h) When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
(i) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(j) When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
(k) Software shall not use flashing or blinking text, objects, or other		

elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
(l) When electronic forms are used, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		

Return to the top of the page.http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.22 Web-based Internet information and applications – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content).		
(b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.		
(c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
(d) Documents shall be organized so they are readable without requiring an associated style sheet.		

(e) Redundant text links shall be provided for each active region of a server-side image map.		
(f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
(g) Row and column headers shall be identified for data tables.		
(h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
(i) Frames shall be titled with text that facilitates frame identification and navigation		
(j) Pages shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of this part, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
(l) When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by Assistive Technology.		
(m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet		

that complies with §1194.21(a) through (l).		
(n) When electronic forms are designed to be completed on-line, the form shall allow people using Assistive Technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
(o) A method shall be provided that permits users to skip repetitive navigation links.		
(p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		

Note to 1194.22: The Board interprets paragraphs (a) through (k) of this section as consistent with the following priority 1 Checkpoints of the Web Content Accessibility Guidelines 1.0 (WCAG 1.0) (May 5 1999) published by the Web Accessibility Initiative of the World Wide Web Consortium: Paragraph (a) - 1.1, (b) - 1.4, (c) - 2.1, (d) - 6.1, (e) - 1.2, (f) - 9.1, (g) - 5.1, (h) - 5.2, (i) - 12.1, (j) - 7.1, (k) - 11.4.

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.23 Telecommunications Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Telecommunications products or systems which provide a function		

allowing voice communication and which do not themselves provide a TTY functionality shall provide a standard non-acoustic connection point for TTYs. Microphones shall be capable of being turned on and off to allow the user to intermix speech with TTY use.		
(b) Telecommunications products which include voice communication functionality shall support all commonly used cross-manufacturer non-proprietary standard TTY signal protocols.		
(c) Voice mail, auto-attendant, and interactive voice response telecommunications systems shall be usable by TTY users with their TTYs.		
(d) Voice mail, messaging, auto-attendant, and interactive voice response telecommunications systems that require a response from a user within a time interval, shall give an alert when the time interval is about to run out, and shall provide sufficient time for the user to indicate more time is required.		
(e) Where provided, caller identification and similar telecommunications functions shall also be available for users of TTYs, and for users who cannot see displays.		
(f) For transmitted voice signals, telecommunications products shall provide a gain adjustable up to a minimum of 20 dB. For incremental volume control, at least one intermediate step of 12 dB of gain shall be provided.		

(g) If the telecommunications product allows a user to adjust the receive volume, a function shall be provided to automatically reset the volume to the default level after every use.		
(h) Where a telecommunications product delivers output by an audio transducer which is normally held up to the ear, a means for effective magnetic wireless coupling to hearing technologies shall be provided.		
(i) Interference to hearing technologies (including hearing aids, cochlear implants, and assistive listening devices) shall be reduced to the lowest possible level that allows a user of hearing technologies to utilize the telecommunications product.		
(j) Products that transmit or conduct information or communication, shall pass through cross-manufacturer, non-proprietary, industry-standard codes, translation protocols, formats or other information necessary to provide the information or communication in a usable format. Technologies which use encoding, signal compression, format transformation, or similar techniques shall not remove information needed for access or shall restore it upon delivery.		
(k)(1) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be tactilely discernible without activating the controls or keys.		
(k)(2) Products which have mechanically operated controls or keys shall comply with the following: Controls and Keys shall be operable		

with one hand and shall not require tight grasping, pinching, twisting of the wrist. The force required to activate controls and keys shall be 5 lbs. (22.2N) maximum.		
(k)(3) Products which have mechanically operated controls or keys shall comply with the following: If key repeat is supported, the delay before repeat shall be adjustable to at least 2 seconds. Key repeat rate shall be adjustable to 2 seconds per character.		
(k)(4) Products which have mechanically operated controls or keys shall comply with the following: The status of all locking or toggle controls or keys shall be visually discernible, and discernible either through touch or sound.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.24 Video and Multi-media Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
a) All analog television displays 13 inches and larger, and computer equipment that includes analog television receiver or display circuitry, shall		

be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals. As soon as practicable, but not later than July 1, 2002, widescreen digital television (DTV) displays measuring at least 7.8 inches vertically, DTV sets with conventional displays measuring at least 13 inches vertically, and stand-alone DTV tuners, whether or not they are marketed with display screens, and computer equipment that includes DTV receiver or display circuitry, shall be equipped with caption decoder circuitry which appropriately receives, decodes, and displays closed captions from broadcast, cable, videotape, and DVD signals.		
(b) Television tuners, including tuner cards for use in computers, shall be equipped with secondary audio program playback circuitry.		
(c) All training and informational video and multimedia productions which support the agency's mission,		

regardless of format, that contain speech or other audio information necessary for the comprehension of the content, shall be open or closed captioned.		
(d) All training and informational video and multimedia productions which support the agency's mission, regardless of format, that contain visual information necessary for the comprehension of the content, shall be audio described.		
(e) Display or presentation of alternate text presentation or audio descriptions shall be user-selectable unless permanent.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.25 Self-Contained, Closed Products – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Self contained products shall be usable by people		

with disabilities without requiring an end-user to attach Assistive Technology to the product. Personal headsets for private listening are not Assistive Technology.		
(b) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
(c) Where a product utilizes touchscreens or contact-sensitive controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		
(d) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(e) When products provide auditory output, the audio signal shall be provided at a standard signal level through an industry standard connector that will allow for private listening. The product must provide the ability to interrupt, pause, and		

restart the audio at anytime.		
(f) When products deliver voice output in a public area, incremental volume control shall be provided with output amplification up to a level of at least 65 dB. Where the ambient noise level of the environment is above 45 dB, a volume gain of at least 20 dB above the ambient level shall be user selectable. A function shall be provided to automatically reset the volume to the default level after every use.		
(g) Color coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		
(h) When a product permits a user to adjust color and contrast settings, a range of color selections capable of producing a variety of contrast levels shall be provided.		
(i) Products shall be designed to avoid causing the screen to flicker with a frequency greater than 2 Hz and lower than 55 Hz.		
(j) (1) Products which are freestanding, non-portable, and intended to		

be used in one location and which have operable controls shall comply with the following: The position of any operable control shall be determined with respect to a vertical plane, which is 48 inches in length, centered on the operable control, and at the maximum protrusion of the product within the 48 inch length on products which are freestanding, non-portable, and intended to be used in one location and which have operable controls.		
(j)(2) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is 10 inches or less behind the reference plane, the height shall be 54 inches maximum and 15 inches minimum above the floor.		
(j)(3) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Where any operable control is more than 10 inches and not more than 24 inches behind the reference plane, the height shall be		

46 inches maximum and 15 inches minimum above the floor.		
(j)(4) Products which are freestanding, non-portable, and intended to be used in one location and which have operable controls shall comply with the following: Operable controls shall not be more than 24 inches behind the reference plane.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.26 Desktop and Portable Computers – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
(a) All mechanically operated controls and keys shall comply with §1194.23 (k) (1) through (4).		
(b) If a product utilizes touchscreens or touch-operated controls, an input method shall be provided that complies with §1194.23 (k) (1) through (4).		

(c) When biometric forms of user identification or control are used, an alternative form of identification or activation, which does not require the user to possess particular biological characteristics, shall also be provided.		
(d) Where provided, at least one of each type of expansion slots, ports and connectors shall comply with publicly available industry standards		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.31 Functional Performance Criteria – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) At least one mode of operation and information retrieval that does not require user vision shall be provided, or support for Assistive Technology used by people who are blind or visually impaired shall be provided.		

(b) At least one mode of operation and information retrieval that does not require visual acuity greater than 20/70 shall be provided in audio and enlarged print output working together or independently, or support for Assistive Technology used by people who are visually impaired shall be provided.		
(c) At least one mode of operation and information retrieval that does not require user hearing shall be provided, or support for Assistive Technology used by people who are deaf or hard of hearing shall be provided		
(d) Where audio information is important for the use of a product, at least one mode of operation and information retrieval shall be provided in an enhanced auditory fashion, or support for assistive hearing devices shall be provided.		
(e) At least one mode of operation and information retrieval that does not require user speech shall be provided, or support for Assistive Technology used by people with disabilities shall be provided.		

(f) At least one mode of operation and information retrieval that does not require fine motor control or simultaneous actions and that is operable with limited reach and strength shall be provided.		

Return to the top of the page. http://www.itic.org/Local Settings/Temporary Internet Files/OLK42/VPAT.html

Section 1194.41 Information, Documentation and Support – Detail

VPAT™

Voluntary Product Accessibility Template®

Criteria	**Supporting Features**	**Remarks and explanations**
(a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge		
(b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.		
(c) Support services for products shall accommodate the		

communication needs of end-users with disabilities.		

Return to the top of the page.

Texas Department of Information Resources

Request for Offer
DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Bid Package 10

Vendor ICT Accessibility Policy Assessment (PDAA)

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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 Catalog 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.)

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:

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
- 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.

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, 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,

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 **(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 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

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

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

(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:

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

· 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

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

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 (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

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 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

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

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

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

Bid Package 10
DIR-TSO-TMP-419

EXAMPLE

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. regarding Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@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.
	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)

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

This Addendum #1 to Request for Offer DIR-TSO-TMP-419

1. Replaces Bid Package 1, Section 4.3.1 RFO schedule extending the RFO response due date and Vendor Reference due date to February 19, 2019 2:00 PM (CT)
2. Replaces Bid Package 1, Section 3.1, Paragraph 43;
3. Replaces first sentence of Bid Package 1, Section 4.7.1;
4. Replace Bid Package 1, Exhibit A Vendor Information, Item 10;
5. Contains questions and answers submitted in writing at the Vendor Pre-Bid Conference and Webinar, and to Carrie Thomas, the Purchasing Point of Contact.
6. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference Sign-In Sheet as an attachment to this Addendum #1; and
7. Provides a copy of the December 21, 2018 Vendor Pre-Bid Conference presentation slides as an attachment to this Addendum # 1.

---

1. DIR-TSO-TMP-419 Bid Package 1, Section 4.3.1 RFO Schedule is hereby replaced as follows:

4.3.1 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
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 A.M. – 11:00 A.M. (CT)	*Optional* Vendor Conference
January 7, 2019 2:00 P.M. (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	*Estimate* for posting answers to questions on the ESBD
February 19, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 19, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 19, 2019 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 1

2. DIR-TSO-TMP-419 Bid Package 1, Section 3.1 Products, paragraph 43 is hereby replaced with:

Document Imaging Services/Solutions

Document imaging equipment systems can take many forms including microfilm, computer output microfilm (COM) and archive writers, or indexing services. Document Imaging means the conversion of paper files (of any size or description) or microfilm / fiche to digital images. Digital Imaging means the conversion of digital files, but not limited to digital to microfilm/ fiche, and microform to digital conversion. This RFO seeks Document Imaging Services or Solutions that may include but are not limited to:

- Document Conversion
- Preservation and Archive Scanning and Imaging
- Document preparation
- Indexing and formatting
- Digital retention, storage and hosting
- Microfiche and Digitization Imaging
- Image Enhancement
- ICR/OCR/OMR
- Interface with Customer system

3. DIR-TSO-TMP-419 Bid Package 1, Section 4.7.1 first sentence is amended as follows: **VENDOR MUST PROVIDE THE ITEMS LISTED BELOW OR THE RESPONSE MAY BE DISQUALIFIED.**

4. DIR-TSO-TMP-419 Bid Package 1, Exhibit A Vendor Information, Item 10 is hereby replaced with:

10. Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies either via the BidStamp VIS Portal or directly via email. Instructions are included in **Bid Package 8**. 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).

Addendum 1

5. **Questions and Official Answers**:

1. Question: Are agencies able to procure digital print services through this vehicle?

Answer: This RFO does not include commercial digital print services. Texas state agencies procure digital printing services through the Comptroller's Statewide Procurement Division State Print Shop Web Portal.

2. Question: Will digital print and, or print mail going to be accepted under this cooperative contract as miscellaneous?

Answer: Print mail services are not included in this RFO. Refer to the Answer to Question 1 above, and Bid Package 1, Section 3. Scope. Print mail services are offered through DIR's Shared Technology Services (STS). STS is currently in the planning phase of a solicitation for **Data Center Services - Print, Mail, and Digitization** due to post in Summer 2019. Please see DIR's Current Contracting Initiatives page for more information.

3. Question: (Pg 6, Section 3.1) The RFO mentions scanning services, referred to as digital imaging and document imaging, and hardware with respect to Managed Print Services, but is silent on actual print services. We understand in the past, agencies used the CCG contract for printing services. Does the RFO consider the use of the contract for printing and/or digital printing services? Digital printing is defined as any printing not using plates to transfer an image or text.

Answer: Printing Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answer to Question 1 above.

4. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for offset printing services, defined as any printing that would use plates to transfer an image or text?

Answer: Offset Printing Services are not included in Bid Package 1, Section 3. Scope.

5. Question: (Pg 6 Section 3.1) Does the RFO consider the use of the contract for agency printing and any associated mail fulfillment services as well?

Answer: Primary Printing Services and Mail Fulfillment Services are not included in Bid Package 1, Section 3. Scope. Please refer to the Answers to Questions 1 and 2 above.

Addendum 1

6. **Question:** (Pg 6, Section 3.1; Pg 18 Section 3.1.1.1. Under "The Third Tab", Miscellaneous/ Other) If the answer is yes to any of the three previous questions, please indicate the pricing schedule for these services that DIR would prefer?

   Answer: The answer is No for questions 3, 4, and 5. Refer to the Answers to Questions 3, 4 and 5 above.

7. **Question:** Will the BidStamp VIS System allow multiple people to have an account from the same vendor?

   Answer: Yes, a single Vendor account may have multiple users.

8. **Question:** May multiple people from one company have access to the portal?

   Answer: Multiple users may have access to a single Vendor account.

9. **Question:** Can you partially fill out and log in later to continue?

   Answer: Yes, BidStamp allows Vendors to leave and return to their response to complete up to the due date and time of the response. DIR suggests selecting SAVE in each line item of the BidStamp pricing form before exiting.

10. **Question:** Are scanner manufacturers and software provided by responder considered 3rd party?

    Answer: Third party software is software that is not published by the manufacturer (as in an operating system/manufacturer application).

11. **Question:** Scanner manufacture (i.e. Kodak) and software developers (i.e. Docuware) each considered 3rd party vendors requiring submittal of documents for authorized vendors of these?

    Answers: Refer to the Answer to Question 10 above.

12. **Question:** Will a manufacture certificate be required for third party equipment?

    Answer: Vendors must provide proof that they are an authorized Reseller for each manufacturer's product proposed in their response. Refer to Bid Package 1, Section 4.5.1, 1).

Addendum 1

13. **Question:** General - Do out of state dealers need a letter of authorization to participate on contract?

    Answer: Vendors must be authorized to do business in Texas in order to have a contract with DIR.

14. **Question:** Exhibit B, Question 1, Detailed history, Is there a page limitation?

    Answer: No, use additional pages as needed.

15. **Question:** To make it easier to manage the product list, in other contracts pricing references have been set up with product category discounts. Will this not be the case for this contract? We have to list every single product for each product category that fits the contract?

    Answer: Yes, a complete response will list every product/service offered in Bid Package 2 in the appropriate tab (Entire Offering) and if it does not fall within one of the categories listed/formatted then, it should be offered/listed in the Miscellaneous/Optional category.

16. **Question:** Would you address changes (new ones and removing old ones) as it relates to this contract after contract award?

    Answer: DIR understands that products have a lifecycle. If awarded a contract, Vendor will work with their assigned DIR Contract Manager to edit their product offering on a schedule determined by DIR and Vendor. These scheduled changes may include, but are not limited to replacing obsolete products, adding enhanced or new versions, and deleting products. In addition, DIR will consider changes at the annual optional renewal term or per the emerging technology changes described in Bid Package 1, Section 3.3 Emerging Technologies.

17. **Question:** General Question: Under this contract award is software available as a stand-alone acquisition item to qualified entities or will software solutions only be allowed as an add-on to hardware purchases?

    Answer: Yes, as it relates to Bid Package 1, Section 3. Scope.

Addendum 1

18. **Question:** DIR-TSO-TMP-419- Bid Package 1- RFO- Please confirm that it is the intent of DIR to allow standalone software components on this RFO.

    Answer: Refer to the Answer to Question 17 above.

19. **Question:** Has the Master Operating Lease and or Master Lease been changed from the current lease under contract?

    Answer: DIR has no knowledge of the contract referenced in the question. The Master Operating Lease Agreement and the Master Lease Agreement for this RFO are posted as Bid Package 5 and Bid Package 6, respectively.

20. **Question:** Will DIR allow or add to lease agreement (MLA / MOLA) "Standard $1.00 Out Lease" structured program/option? Note: Customer would have option to transfer title of ownership at end of lease for $1.00.

    Answer: Yes, refer to Bid Package 6, Master Lease Agreement, Section 13. Purchase and Renewal Options; Location and Surrender of Equipment which discusses a Fair Market Value option.

21. **Question:** Will DIR allow or add to leasing agreements (MLA / MOLA) "Tax Exempt Municipal Lease" structured program/option? Note: This would require title of ownership to transfer to customer.

    Answer: Additional terms to the existing MLA or MOLA may be negotiated between the Vendor and customer as long as the proposed term(s) do not diminish DIR contract or DIR MLA/MOLA terms.

22. **Question:** How can we validate you have received the references?

    Answer: You may contact your references or have them cc: you when they submit to DIR.

23. **Question:** Who can we talk to for clarification on cancelled contracts?

    Answer: Questions should go to Carrie Thomas, as stated in section 4.1 of the RFO.

Addendum 1

24. **Question:** All questions submitted pertain to: DIR-TSO-TMP-419. Who can we talk to for clarification on cancelled contracts?

    Answer: Refer to the Answer to Question 23 above.

25. **Question:** Are there provisions for small businesses to be a prime on this contract?

    Answer: Any qualified Vendor able to provide products and/or services described in this RFO will be evaluated to move to negotiations. Vendors awarded a DIR contract will be considered as master contract holders. There are provisions for Resellers, Order Fulfillers and Subcontractors in Bid Package 1, Section 4.5.1 Authorized Vendors.

26. **Question:** RFO 3.1 PG 12 DIS, is a narrative required for any of the bullets? If so, where to put it in the proposal?

    Answer: The contents of Vendor's proposal must meet the requirements of the RFO, and are at the Vendor's discretion. It is in the Vendor's best interest to answer each question thoroughly.

27. **Question:** Is this contract specific to TX based vendors? If not, are there preferences TX based vendors have? Explain?

    Answer: No, refer to Bid Package 4, Appendix A, Section 3. Definitions, A. No preferences are given to Texas based Vendors.

28. **Question:** Are Texas-based vendors preferred for this contract?

    Answer: Refer to the Answer to Question 27 above.

29. **Question:** What if a customer wants to purchase ECM service/product but they do not want DCS product or service?

    Answer: DIR assumes that the Vendor's question refers to "DIS" and not "DCS". In that regard, each DIR Cooperative contract will have an Appendix C Pricing Index which will provide the Vendor's unique offering of products/services.

Addendum 1

30. **Question:** Is there an option to upload a single Excel or Word document or does each question need to be entered individually?

    Answer: Each question and each document should be submitted singly in the BidStamp Vendor Information System portal (VIS).

31. **Question:** Would it be acceptable to upload one single Word document with all completed RFO documents embedded within that one document or do all of the RFO documents and any additional documentation need to be separately attached one by one?

    Answer: No. Vendors should not embed any documents within the proposal and each document should be uploaded separately into the VIS portal.

32. **Question:** Could you please provide me with the link to the recorded webinar for the prebid conference from the Friday before Christmas?

    Answer: The webinar was not recorded. The Prebid Conference PowerPoint slides are attached to this Addendum 1.

33. **Question:** General - due to the complexity of the RFP, we request a 2 week extension do the due date.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

34. **Question:** DIR-TSO-TMP-419- Entire Bid Package-Would DIR consider offering an extension to this RFO?

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

35. **Question:** General Question: To provide DIR with a comprehensive response that considers all of your valued feedback, we respectfully request a two (2) week extension of current due date. Will DIR extend due date of February 4, 2019 to February 19, 2019?

    Answer: Refer to the Answer to Question 34 above.

Addendum 1

36. **Question:** DIR-TSO-TMP-419. Would DIR consider extending the period for vendors to pose questions to Thursday Jan 10th, 2019? This will allow respondents to further understand the RFO and accommodate for personnel who have been on vacation during this holiday period.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

37. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:22, Section Number: 4.3.1 RFO Schedule January 22, 2019 COB (CT) Estimate for posting answers to questions on the ESBD. Can DIR extend the RFP deadline to insure two weeks from the date of publication of the question responses? Responses could impact the ability of vendors to give DIR the best pricing possible.

    Answer: DIR has extended the Due Date. Refer to Item 1 of this Addendum 1.

38. **Question:** Will the Department of Information Resources (DIR) please allow a second round of questions to clarify any of the answers provided from the first round of vendor questions? It is often the case that answers provided (in general) require additional clarification.

    Answer: The Due Date for all questions in the VIS Portal was January 7, 2019. Vendors may submit clarification questions to the contact listed in Bid Package 1, Section 4.1.

39. **Question:** General - would DIR consider adding another round of questions and answers after this initial round?

    Answer: Refer to the Answer to Question 38 above.

40. **Question:** DIR-TSO-TMP-419- Entire Bid Package- Would the State consider allowing vendors to ask secondary questions to allow for additional clarification when needed?

    Answer: Refer to the Answer to Question 38 above.

Addendum 1

41. **Question:** General: What is the process for price adjustment over the term of the award? For example, a 3rd party software price change (up or down). Can new pricing be submitted as long as the discount rate remains the same?

    Answer: MSRP Pricing can be adjusted in accordance with manufacturer's suggested retail pricing. Throughout the life of the contract, the awarded Vendor may offer increased discounts off MSRP, but they may not decrease the discount off MSRP.

42. **Question:** Is it DIR's intention to post the sign in sheet for the pre-conference that was held on December 17th along with any notes regarding questions and answers? Thank you!

    Answer: The Sign in Sheet is attached to this Addendum 1. Refer to #5 of the Summary listed above.

43. **Question:** What is the estimated number of projects per month? (an average)

    Answer: Refer to Bid Package 4, Standard Terms and Conditions, Section 2. No Quantity Guarantees.

44. **Question:** What is the estimated number of pages for the average project? (an average)

    Answer: Each individual Customer project is based on the Customer's requirements.

45. **Question:** What is the minimum project size? Ex. 20 boxes (50,000 images)

    Answer: Refer to the Answer to Question 44 above.

46. **Question:** Where do you anticipate projects will be coming from? (office/locations)

    Answer: Any eligible DIR customer may purchase products and services offered on a DIR Cooperative contract.

47. **Question:** What is expectation regarding document transport? Will agency/office ship?

    Answer: Refer to the Answer to Question 44 above.

Addendum 1

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: Yes, as long as the data remains within the contiguous United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Refer to the Answer to Question 47 above.

50. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number 3.1 Products. Managed Print Services Examples. Technical Support

Regarding the Analyst services necessary to support Customers connecting their devices to their networks (if applicable) is remote (non-on site) services acceptable?

Answer: Yes, remote services are acceptable. Refer to the Answer to Question 48 above.

51. **Question:** RFO 3.3 page 19 "Vendor may propose such products and related services."

a. What is the process for a vendor to propose to DIR emerging technologies products/services for augmentation to the original solicitation?

Answer: Refer to Bid Package 1, Section 3.3 Emerging Technologies.

b. Would the emerging technologies products/services proposed by that vendor then undergo a bidding process amongst the other contracted vendors (assuming there were multiple contract awards)?

Answer: Refer to the Answer to Question 51 a. above.

52. **Question:** RFO 3.5 page 20 "..all Vendors must submit completed VPAT form (Bid Package 9) or links to completed VPATS…"

a. During the Vendor Conference, vendors were instructed to upload the form as a Word document.

If links are used, should they be pasted into the VPAT Word document? Or, if the links should they be listed in the vendor's proposal, what section of the response should these links be placed under?

Answer: If a Vendor is using links to the manufacturer websites only, Vendors should include a word document titled "VPATs" with the list of links to the specific products that are included in the submitted Pricing Index. If Vendor is a manufacturer submitting the VPATs for the products, Word documents or PDF will be fine. The important thing is that all the VPATs that are submitted are accurate.

b. Page 20 / Section 3.5 - Please confirm that VPAT's are not required for services, only required for physical or electronic products.

Answer: VPAT's are only required for commercial off-the-shelf IT hardware or software.

53. **Question:** RFO 4.5.1 page 25 "Vendors who respond to this RFO must be one of the following:". Are the signed letter(s) of authorization required for vendors who are providing services (not reselling products)?

Answer: Yes, a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized Service Provider of Manufacturer's/Publisher's products.

54. **Question:** RFO 4.4.1 page 24 "…An original, signed paper copy of the HSP must be uploaded into BidStamp." and 4.7.1.4 page 27 "HUB Subcontracting Plan Forms"

Answer: Yes, all pages of the HSP must be completed, signed, scanned and uploaded to the VIS Portal.

Addendum 1

55. **Question:** During the Vendor Conference, it sounded like vendors are to fill in an HSP form within BidStamp VIS, then print it out, sign it, and then upload the signature page. Are all the pages of the HSP to be uploaded or just the signature page of the HSP?

Answer: Refer to the Answer to Question 54 above.

56. **Question:** Our proposal was arranged according to "Section 4.7: Response Format and Contents" from the Bid Package 1 RFO document; however, Bid Package 1 RFO Exhibit A doc also had a section of what to include (16A – Checklist for the RFO). Could you please confirm how our proposal should be organized?

Answer: Vendors must ensure that all mandatory requirements for this RFO are met per Bid Package 1, Section 4.7.1, even if they are not included in this checklist in Exhibit A, 16. Vendor must upload all required documents through the BidStamp VIS portal. A specific order of documents is not required.

57. **Question:** Reference document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 3, Section: 1.2.6 Current Contracts. DIR currently has multiple contracts with 14 Vendors to provide Managed Print Services, Printers, Copiers, 3D and Scanning Equipment and Related Services. This RFO encompasses term contracts that are administered by The Comptroller of Public Accounts (CPA) Statewide Procurement Division (SPD) for Document Imaging Services. Enterprise Content Management (ECM) Products, Software and Services is a new category."

Will stand-alone contracts for software, Imaging and ECM remain active or be phased out? Can components from existing independent contracts be incorporated into an MPS solution or must they also receive an award under DIR-TSO-TMP-419?

Answer: Components from existing contracts cannot be incorporated into an MPS solution. DIR-TSO-TMP-419 is a new solicitation and has no relation to the existing contracts.

58. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page: 16, Section: 3.1 Products Enterprise Content Management (ECM)

Products may include Content Services Platform (CSP) which is a set of services and microservices, embodied either as an integrated product suite or as separate applications that share common APIs and repositories, to exploit diverse content

types and to serve multiple constituencies and numerous use cases across an organization. This kind of platform can be delivered as an integrated product suite or as separate applications that have similar APIs and repositories. The changes in this space represent a shift from self-contained systems and repositories to open services.

Can components from existing DIR contracts be incorporated into an ECM solution or must they also receive an award under this contract?

Answer: ECM has a Related Services element; if the Vendor offers a Related Service to an ECM product, it should be listed in the Entire Product Offering-ECM (Tab 5) of the Pricing Index. Additionally, refer to the Answer to Question 56 above and Bid Package 1, Section 3. Scope.

59. **Question:** Page 5 / Section 3.1. Please confirm that we can include products already existing in other contracts we want included in this contract.

Answer: A Vendor may propose any product and/or services that are listed in Bid Package 1, Section 3. Scope. In addition, the Pricing Index has a category titled Miscellaneous/Other for items that are not listed in Bid Package 1, Section 3. Scope, but are within the scope of the solicitation.

60. **Question:** Bid Package 1 RFO- Section 3.1 Scope Under Scope there are three categories listed, MPS, Document Imaging Services and Enterprise Content Management. Does the Section Under MPS allow for outright purchase of devices, (scanner, printer, MFP's, facsimile devices etc.) Section 3.1 page 10 references copiers, printers, and scanners.

Answer: Yes, direct purchases may be offered for this solicitation.

61. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section: 3.1 Products

Vendors may not propose or provide remanufactured, like-new, newly manufactured, refurbished, reconditioned or any other than NEW products or equipment, to include add-on products.

Vendors use different nomenclatures to label their equipment. Please confirm your acceptance of this definition of manufacturing status as follows: None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished,

or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which model of new equipment is being provided, the District will be the first user of the equipment."

Answer: DIR does not accept the definition above. The scope is defined in Bid Package 1, Section 3.1. Vendors shall propose new products only.

62. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:5, Section Number 3.1 Products.

Regarding Equipment Manufacturing status. Does DIR have any issues with the equipment manufacturing definition? Equipment manufacturing status may change during the lift of the equipment. For equipment that is included in the DIR Final Award, what are the ramifications if equipment manufacturing status changes during the term of the contract?

Answer: If the life cycle of a product ends during the term of the contract, the Vendor may add the new version of the product to their existing contract.

63. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:6, Section: 3.1 Declared Disaster Optional Declared Disaster Equipment Recovery Program. If a vendor elects to participate in the disaster recovery program, must the service be offered on every device in the portfolio or can it be on a subset of available devices?

Answer: All products within the Optional Declared Disaster Equipment Recovery Program for 48 or 60 month leases must be offered. Vendors may elect to only offer their 60 month lease portfolio and/or their 48 month lease portfolio, however, a 48 month portfolio may not be offered without a 60 month lease portfolio.

64. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO- pg. 12, Consumables Supply Services-2. Would DIR consider the addition of the following language into 3.1 Products, Managed Print Services Examples, Consumable Supply Services: "This requirement does not apply to 3D systems. Customers shall order these supplies on an as needed basis."

Answer: No. For 3D Printers it is intended that the Vendor list the equipment and any accessories that they offer on separate lines; refer to Bid Package 1, Section 3. Scope.

Addendum 1

65. **Question:** Would it be possible to use a different font and/or color for our answers for the Exhibits so it is easier to differentiate between the Texas DIR questions and our responses?

Answer: Yes, as long as it is clear, and meets accessibility requirements. Vendor response documents should be submitted in a format that is accessible to people with disabilities. Vendor should refer to Bid Package 1, Section 4.7.3.

66. **Question:** DIR-TSO-TMP-419- Bid Package 1 RFO-Exhibit A- Item 10- Question ten of the DIR-TSO-TMP-419-Bid Package 1 RFO- Exhibit A, directs vendors to Bid package 5 for vendor reference questionnaire instructions, however the Vendor references are located in Bid Package 8. Please confirm that this question was meant to state Bid Package 8.

Answer: Yes, Bid Package 8 is titled Vendor References; refer to the Answer to Question 3 above.

67. **Question:** Exhibit A: Page 26/28: Section 11.B Termination, Item 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

Will DIR clarify that this term/condition does not apply to any and all executed lease agreements under this contract and only applies to the actual contract award?

Answer: If a Vendor offers to lease equipment on a DIR contract that is awarded to them, they will be bound first, to the terms and conditions of either the Master Operating Lease Agreement or Master Lease Agreement (MOLAs or MLAs, respectively) and then Bid Package 4 Standard Terms and Conditions.

68. **Question:** DIR-TSO-TMP-419- Bid Package 2- 11.B.3- DIR-TSO-TMP-419- Bid Package 2- 11.B.3 states, " 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 or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. " Please clarify that this section only applies to the documents listed above and not the underlying lease agreements for the installed equipment.

Answer: Refer to the Answer to Question 67 above.

69. **Question:** Exhibit A Attachment 2 "This form must be completed/signed by respondent for each identified reference (cancelled contract references)". Can you please clarify what "cancelled contract references" means? Is this applicable only if a vendor's reference is from a cancelled contract?

Answer: The Vendor shall complete Exhibit A Attachment 2 if the Vendor has a cancelled contract. If Vendor has a cancelled contract, DIR requires a Point of Contact (POC) for that contract.

70. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Does DIR wish for responding vendors to delete information provided as "examples" and enter response data/pricing applicable to request?

Answer: Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

71. **Question:** Referencing Bid Package 2 – Pricing Index: TAB 2: Bid Stamp Price Sheet: Column D: Products/ Services Sub Description: Are vendors to create their own configurations or will DIR be providing minimum configurations for each of the volume bands requested? If there will be no minimum configuration requirements, are vendors to supply base unit pricing only and list every accessory item available separately?

Answer: The requirement within each Volume Band should be the lowest price of the base model equipment. Bid Package 2 Pricing Index Tab 2 does not require pricing for accessories.

72. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, MFD Copier/Printer Maintenance Plans/Prices. Where would an alternative price plan such as equipment flexible Rental program be placed on the price exhibit?

Answer: If a Vendor offers the rental of equipment, they shall submit a detailed description of the products/services in the Miscellaenous/Other category of Tab 3 – Entire Product Offering-MPS.

73. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab #2, "Product Services Description"

Are there any other minimum specification or requirements other than the stated speed band?

Answer: No, the specifications and requirements are as defined in Bid Package 2 Pricing Index (Tab 2).

74. **Question:** Referencing Bid Package 2 – Based on the format on Tab 3 Entire Product Offering – MPS, how will DIR / Customer determine what accessories go with what models since the accessories are at the bottom of the page and not listed or requested within the volume bands of the MPS equipment?

Answer: If an accessory is sold separately it should be listed in the Accessories section. If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3).

75. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index- 3. Please clarify where DIR would prefer Vendors to include their CPC rates in the pricing submission on the BidStamp portal.

Answer: DIR does not require the submission of Cost per Click (CPC) rates in Vendor response to DIR-TSO-TMP-419. Copy allowances and CPC rates will be determined at the time of Negotiations.

76. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index,
Section: Tab #4, MFD Copier/Printer Maintenance Plans/Prices

MFD Copier/Printer Maintenance Plans/Prices - Is there a requirement and/or opportunity to include multiple equipment service options/plans (copy allowances etc.? Where would we put those in the price exhibit?

Answer: Maintenance should be submitted in the *Managed Print Services, Related Services* section of Bid Package 2 Pricing Index, Entire Product Offering -MPS (Tab 3). Refer to the Answer to Question 74 above.

77. **Question:** DIR-TSO-TMP-419- Bid Package 2 Pricing Index-. If it is the intent of DIR to allow standalone software components, how should vendor's calculate ECM and software lease rates to submit as part of the response?

Answer: In regards to stand alone components, refer to the Answers to Questions 18 and 19 above. If the Vendor offers the lease of software it should be **detailed** in the Entire Product Offering-ECM (Tab 5), Miscellaneous/Other section.

78. **Question:** Bid Package 1 - RFO- SCOPE 3.1 Products - Does this offering include the options for outright purchase of supplies? If so, would these be entered under the miscellaneous/other category on the pricing template?

Answer: Supplies/Accessories should be listed in Entire Product Offering-MPS (Tab 3) under Accessories. Consumable products such as toner, and paper offered as standalone products are outside the scope of this RFO.

79. **Question:** Referencing Bid Package 2 – How are vendors to provide variably monthly lease rates/pricing? There is only one column provided for one monthly lease payment. (ie: FMV, Standard $1.00 Out, Tax Exempt Municipal Lease, etc.)

Answer: The Percent (%) Discount off MSRP that is offered at the time of proposal (if accepted) will remain fixed throughout the term of the contract. The MSRP may vary according to the manufacturer's published suggested retail price.

80. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide accessory pricing on tab 2 Bid stamp price sheet?

Answer: If an accessory is sold separately it should be listed in the Accessories section in Bid Package 2, Entire Product Offering-MPS (Tab 3). If it is part of a copier (configured component) it should be detailed in the Product Description. Refer to the examples in Bid Package 2, Entire Product Offering-MPS (Tab 3). Bid Package 2, Tab 2 lists examples and is provided as a reference only. Vendor must submit Tab 2 items in the automated BidStamp Pricing form.

Addendum 1

81. **Question:** Bid Package 2 Pricing Index - On the pricing index spreadsheet can you clarify where one would enter the pricing for those devices that would be an outright purchase.

Answer: Vendors should list their product offering in Bid Package 2, in the appropriate Entire Product Offering (Tab 3, Tab 4 and/or Tab 5). All items listed are for purchase unless otherwise indicated (as a lease).

82. **Question:** Referencing Bid Package 2 – Where does DIR wish for vendors to provide both mono and color cost maintenance rates for proposed MFD's? How does DIR wish for vendors to provide or present maintenance pricing (cost per print or monthly volume inclusive maintenance programs, etc.).

Answer: To distinguish pricing between Mono and Color, they should be listed in separate rows. Refer to the Answers to Questions 77 and 78 above.

83. **Question:** Document: DIR-TSO-TMP-419 Bid Package 2 Pricing Index, Section: Tab#6, "Volume Discounts"

Volume Discounts – Are the Quantity Bands/Revenue amounts/discount bands for volume discounts stated in the Price Exhibit examples and is it up to the vendor to determine/propose "Bulk Buy" discount criteria. Is the vendor limited to the specifics of the example included in TAB#6?

Answer: It is up to the Vendor to determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

84. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount: Are the quantities listed examples or actual ranges DIR wishes vendors to respond to? If only examples, are vendors to provide their own quantity ranges and applicable discounts?

Answer: The quantities listed are example and the Vendor will determine/propose volume discount and discount criteria in the Volume Discount – (Tab 6).

85. **Question:** Referencing Bid Package 2 – TAB 6. Volume Discount/ "Additional Discount Based on Aggregate Sales": Is this item a requirement or optional?

Answer: Bid Package 2 Pricing Index, Volume Discount (Tab 6) is optional.

Addendum 1

86. **Question:** bid package 4, section B - would DIR consider modifying the reporting requirements to simplify the process?

Answer: DIR will not modify the reporting process in Bid Package 4, Standard Terms and Conditions, Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report.

87. **Question:** DIR-TSO-TMP-419 Bid Package 4 Appendix, pg. 32- 1. Please clarify if force majeure would apply to equipment payments, or would only payment for service be suspended?

Answer: As it applies to Bid Package 1, Standard Terms and Conditions, Section 11. Contract Enforcement, C. Force Majeure, all payments due from the Customer during the Force Majeure term will be suspended.

88. **Question:** Bid Package 8 - References - Can references includes companies / agencies outside of TX?

Answer: Yes, the Vendor selects the Reference then submits Bid Package 8 to the selected Reference.

End of Addendum 1

Texas Department of Information Resources
Request for Offer: DIR-TSO-TMP-419
Vendor Conference Sign-in Sheet
December 21, 2018 / 9:00 A.M. (CT)

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Edgar Antu	Strategic Partnerships, Inc	Eantu04@gmail.com	Yes
Webinar - Debb Atnip	CDWG	Debb.atnip@cdw.com	No
Webinar - Kevin Brooks	CTI – Cartridge Technologies	kevinb@ctimd.com	N/A
Webinar - Juan Celaya	Compu-Date International, LLC	jcelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jjcelaya@cdlac.com	Yes
Webinar - Jim Connolly	Xerox Corporation	James.connolly@xerox.com	No
Webinar - Ed Detwiler	NPC, Inc.	Ed.detwiler@npcweb.com	No
Webinar - Demetra Dickins	Kodak Alaris	Demetra.dickens@kodakalaris.com	No
Webinar - Scott Gorman	Xerox Corporation	Scott.gorman@xerox.com	No
Webinar - Tom Hay	DIR	Tom.hay@dir.texas.gov	No
Webinar - Bill Knapp	Compu-Data International, LLC	bknapp@cdlac.com	Yes

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Webinar - Jeremy Knott	NPC	Jeremy.knott@npcweb.com	No

Webinar - Elizabeth Lopez	DIR	Elizabeth.lopez@dir.texas.gov	No
Webinar - Thomas Mandell	Xerox Corporation	Thomas.mandell@xerox.com	No
Webinar - Darren Morlando	Xerox Corporation	Darren.morlando@xerox.com	No
Webinar - Rasa Myers	Xerox Corporation	Rasa.myers@xerox.com	No
Webinar - John Paider	HMB	jpsifrt@hmbnrt.vom	zno
Webinar - Michelle Passarell	Xerox Corporation	Michelle.passarel@xerox.com	No
Webinar - Jerry Roberts	Muratec America	jroberts@muratec.com	No
Webinar - Ann Russo	Xerox Corporation	Ann.russo@xerox.com	No
Webinar - Blair Shaw	Ricoh	Blair.shaw@ricoh-usa.com	No
Webinar - Talan Tyminski	Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Webinar - Will Waterall	Precision Products, Inc.	waterall@precisionproducts.com	No
Webinar - Joe Yankle	Kodak Alaris	Joseph.yankle@kodakalaris.com	No

Webinar - Geri Pomerantz	Xerox Corporation	Geri.pomerantz@xerox.com	No
Webinar - Michael Wright	Canon USA Inc.	mwright@cusa.canon.com	No
Webinar - Anastasia Foerscher	Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Webinar - Ed Friel	Canon USA Inc.	efriel@cusa.canon.com	No
Webinar - Tammy Leger	Xerox Corporation	Tammy.leger@xerox.com	No

Mandy Hayden	Neubus, Inc.	mhayden@neubus.com	No
Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No

Managed Print Services, Printers, Copiers, 3D printers and Scanning & Plotting Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Vendor Pre-Bid Conference

December 21, 2018

9:00 – 11:00 (CT)

Texas Department of Information Resources

1

Introduction

Linda Hart, DIR **Phyllis Benitez, DIR** **Ray Infante, DIR**	**Jeff Kline, DIR**
Contract Manager Chief Procurement Office	**Program Director** Statewide EIR Accessibility
Kelly Parker, DIR	**CPO Staff, DIR**
Director, Cooperative Contracts Chief Procurement Office	**Webinar Coordinator** Chief Procurement Office

2

Agenda

- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Schedule
  - RFO Contents
  - Mandatory Submissions
  - Evaluation Criteria
- Break
- Questions
- Conference Closing

3

General Information

- Reference the RFO page number and Section number when submitting questions.
- **Webinar participants may submit questions electronically at anytime during the webinar, please use the question tab.**
- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Check the ESBD often for updates
- All questions regarding this RFO must be **submitted in writing through the BidStamp Vendor Information System Portal (VIS)** by 2:00 P.M. (CT), January 7, 2019.

4

General Information (continued)

- **Disqualification of Offers**
  - Failure to sign, scan and upload Vendor Information Form (Exhibit A)
  - Failure to complete Financial Information (DUNS Number)
  - Failure to complete, sign, scan and upload the Historically Underutilized Business (HUB) Subcontracting Plan (HSP)
  - Failure to submit on or before due date and time
  - Contact with DIR employees regarding this RFO other than designated contacts
- **Delivery of Offers**
  - **Any Vendor responding to this RFO must submit their response through the BidStamp VIS.**

5

General Information (continued)

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.

6

General Information (continued)

Contacts for inquiries regarding this RFO

Carrie Thomas – carrie.thomas@dir.texas.gov

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker – kelly.parker@dir.texas.gov or Joan Scott – joan.scott@dir.texas.gov

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – dir.hub@dir.texas.gov
Theresa Williamson (512) 475-4638 – dir.hub@dir.Texas.gov

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline –(512) 463-3248 - jeff.kline@dir.texas.gov

7

DIR Cooperative Contracts

- DIR combines the buying power of DIR Customers to obtain volume-discounted pricing for IT products and services.
- Customer purchases through the Cooperative Contracts Program resulted approximately $5 billion for fiscal years FY2016 – FY2018. See Bid Package 1, Section 1.2.5, Historical Sales.

	FY2016	FY2017	FY2018
Assistance Org	$2,357,384.76	$3,079,520.73	$2,958,.084.65
Higher Ed	$351,693,838.26	$339,061,683.43	$332,385,633.15
K-12	$628,316,299.13	$577,352,825.09	$589,442,854.33
Local Government	$462,736,727.05	$461,433,333.12	$448,209,464.71
Out of State	$8,767,492.85	$20,451,872.88	$19,245,239.18
State Agency	$515,716,174.70	$492,221,768.72	$415,604,984.31
Total:	$1,969,587,916.75	$1,893,601,003.97	$1,807,846,260.33

8

Threshold and SOW Requirements

Beginning September 1, 2017, the Threshold Requirements for IT Commodities (Hardware, Software and Services) are as follows:

Contract Value	Number of DIR Vendors
$50,000 or less	May award directly to DIR Vendor of choice
More than $50,000 but not more than $1 million	Three (or all DIR Vendors in a category with less than three vendors)
More than $1 million but less than $5 million	Six (or all DIR Vendors in a category with less than six vendors)
More than $5,000,000	Agencies must conduct an independent procurement and cannot use DIR Cooperative Contracts

State agencies procuring more than $50,000 worth of services from DIR Contracts must submit their draft and final Statements of Work to DIR for review and approval prior to making payment to a Vendor.

9

Bid Submittal / VIS

- Any Vendor responding to this RFO must submit their response through the BidStamp Vendor Information System (VIS)
- Before users can access any of the BidStamp VIS portal functionality, they will be required to provide login credentials to access a new or existing account. Vendors will access the BidStamp VIS Portal via **http://dircommunity.force.com/BidStamp** and enter in their access credentials.
- If a Vendor does not yet have login credentials, Vendor will request one by clicking on “Are you a vendor and need to request an account?” button that is located on the login page.

10

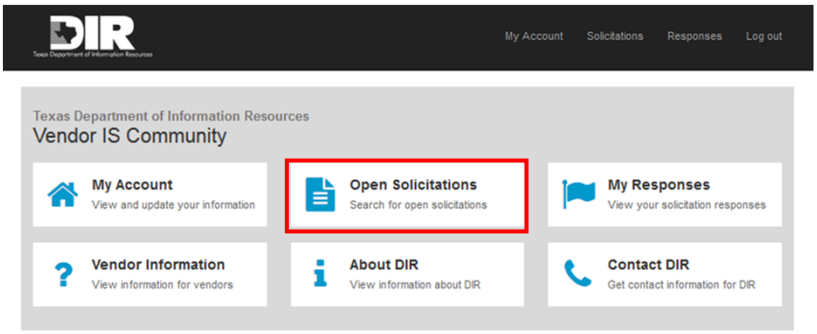
Bid Submittal

- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

11

Responding to a Solicitation

After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



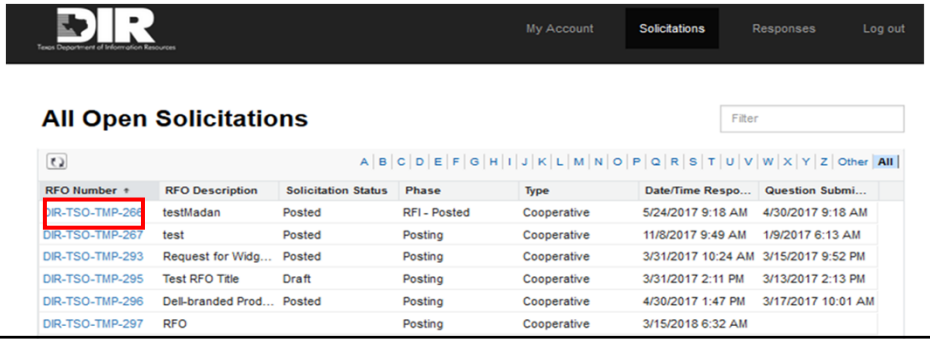
The Vendor BidStamp Guide and the presentation are posted on DIR's website on the Information For Vendors page.
http://dir.texas.gov/View-Information-For-Vendors/Landing.aspx

12

Creating a New Response

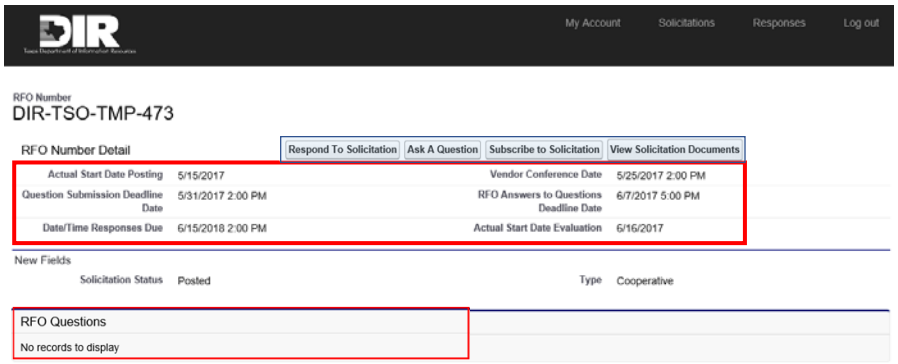
To create a new response:

1. Log in to the VIS portal and select the "Open Solicitations" tile
2. Click on the "RFO Number" (**DIR-TSO-TMP-419**) of the solicitation you want to respond to
3. You will be navigated to the "RFO Number" detail page



13

Creating a New Response, *cont.*



This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide.

14

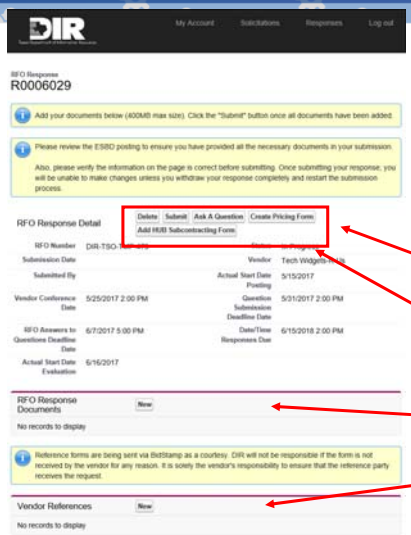
Creating a New Response, *cont.*

RFO Number Detail Button Description:

- **Respond to a Solicitation (or View Response)**: Create a new response or view a response that is in-progress. If a response has already been created or started, this button will read as **"View Response"** and allow you to resume your progress on an existing RFO response.
- **Ask A Question:** Submit a question to be reviewed by a DIR resource. Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page.
- **Subscribe to Solicitation:** Subscribe to a solicitation if you would like to receive addendum notifications. To subscribe to the solicitation, you must select the "Subscribe to Solicitation" button AND have enabled your contact to "Receive Notifications".
- **View Solicitation Documents:** Navigate to the ESBD posting for a solicitation and view the solicitation's documents.

15

Respond to a Solicitation



"RFO Response Page" buttons:

- **Delete:** Delete all information that has been uploaded and the response record before the response has been submitted. **Note:** Once the response is submitted, Vendor must use the **Withdraw** button that will appear upon solicitation submission.
- **Submit:** Submits the response record and all associated information. *(reference Vendor Guide Section 5.7)*
- **Ask A Question:** Questions can be submitted up until the "Question Submission Deadline date" indicated in the RFO document and on the detail page. *(reference Vendor Guide Section 5.6)*
- **Add (or Edit) HUB Subcontracting Form:** Complete an automated version of the HSP form. Note: Vendors must also print, sign, and upload the signed HSP. *(reference Vendor Guide Section 5.4)*
- **Create Pricing Form:** Create a pricing form to submit pricing information for your response *(reference Vendor Guide Section 5.5)*
- **New (RFO Response Documents):** Upload required files indicated in the RFO posted on the ESBD *(reference Vendor Guide Section 5.2)*
- **New (Vendor References):** Submit a new reference's email address and opt to send the vendor a reference *(reference Vendor Guide Section 5.3)*

16

RFO Overview

- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services; Document Imaging Services/Solutions; and Enterprise Content Management (ECM) Products, Software and Services to the State of Texas, acting by and through the Department of Information Resources (DIR).

- DIR may make multiple awards from this RFO.

17

Exhibit D - HUB Subcontracting Plan (Bid Package 1)

*The HSP form is automated in BidStamp Vendor Information System (VIS). **Vendors will complete the form in BidStamp, print, sign, and upload the signed HSP in the VIS portal.**

18

Bid Package 1, Exhibit D – HUB Subcontracting Plan

Exhibit D – HUB Subcontracting Plan (Bid Package 1)

- DIR encourages all respondents to seek Historically Underutilized Business (HUB) subcontractors and maximize HUB participation in their bids.
- Responses submitted without a current HUB Subcontracting Plan (HSP) provided in the RFO, will be **disqualified per TAC Rule** §20.285
- 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
- Vendors must complete a **new** HUB Plan and a good faith effort for this procurement

19

Bid Package 1, Exhibit D – HUB Subcontracting Plan

The HUB Goal for this RFO is 21.1%

- METHOD A (Attachment A) - If you are subcontracting and you are meeting or exceeding the HUB Goal for this RFO, you will complete Method A.
- Include all VID numbers for each vendor, all estimated dollar amounts and percentages for each vendor.

20

Bid Package 1, Exhibit D – HUB Subcontracting Plan

METHOD B (Attachment B) - If you are subcontracting, and are not going to meet the HUB Goal of 21.1% you will complete Method B.

- **Provide written notification** of subcontracting opportunity listed to at least three State of Texas certified HUBs
- **Provide written notification** of subcontracting opportunity to at least (2) 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 with RFO submittal

21

Bid Package 1, Exhibit D – HUB Subcontracting Plan

If not subcontracting, your response must contain a detailed explanation demonstrating HOW your company will fulfill the entire contract with its own resources

- Self-Performance Justification must be provided in the space provided in SECTION 3, do not reference sections in the RFO

22

Bid Package 1 – HUB Subcontracting Plan

You may contact DIR's HUB Department for assistance in completing your HUB Subcontracting Plan (HSP) up to **seven (7) working days** before the RFO submittal.

Lynn Sanchez **512-463-9813**	**Theresa Williamson** **512-475-4638**

Email: dir.hub@dir.texas.gov

23

Electronic and Information Resources (EIR) Accessibility Forms

Texas state agencies and institutions of higher education are required to procure, develop, and use EIR that is inclusive and accessible to people with disabilities, and to obtain credible evidence of vendor's or manufacturer's capability or ability to produce accessible EIR products and services.

This RFO includes requirements for the accessibility related forms below

1. Voluntary Product Accessibility Templates (VPATs)
   - For all Commercial Off the Shelf (COTS) offerings included in the response
2. Vendor Accessibility Policy Assessment Form
   - Required for all vendors

24

Voluntary Product Accessibility Templates (VPATs)

VPATs are

- Formal statements for commercial off the shelf (COTS) products and services documenting accessibility compliance to US Section 508 technical standards
  - utilize ITIC VPAT template form.
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.

25

Vendor Accessibility Policy Assessment Form

Why is DIR requesting information on vendor accessibility policy?

- Texas agencies and institutions of higher education are required to procure or develop accessible offerings. Gaps in vendor internal governance systems and leadership commitment inhibit the ability to meet these standards for their products / services.
- Accessibility policy maturity provides insight into vendors' ability to develop accessible commercial off the shelf (COTS) and non-COTS offerings
- Results mapped to the Policy Driven Adoption for Accessibility (PDAA) Maturity Model
- Vendors can use the results as a roadmap for implementing their organization-wide IT accessibility initiatives, which will help ensure that programs and processes are in place to facilitate the development of future accessible offerings.

Note: Form (excel file) should be completed and returned in its original format

26

Additional Information regarding EIR Accessibility and VPAT Forms

- **EIR Accessibility Website**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=36
- **PDAA Maturity Model**
  http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/PDAA%20Maturity%20Matrix.pptx
- **Additional Information**
  http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement

Jeff Kline
Program Director
Statewide Electronic and Information Resources (EIR) Accessibility

Email: jeff.kline@dir.texas.gov 512/463-3248

27

RFO Contents

Bid Package 1 – RFO DIR-TSO-419 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing Index and Instructions

Bid Package 3 – DIR Sample Contract for Products and Services

Bid Package 4 – Standard Terms and Conditions for Product Contracts

Bid Package 5 – Master Operating Lease Agreement

Bid Package 6 – Master Leasing Agreement

Bid Package 7 – Declared Disaster Agreement

Bid Package 8 – Vendor References

Bid Package 9 – Voluntary Product Accessibility Template (VPAT)

Bid Package 10 - Policy Driven Adoption Assessment (PDAA)

28

Bid Package 1

- Bid Package 1 – RFO DIR-TSO-419
  - Scope
  - General Information
  - Submission requirements, etc.
  - Evaluation, Negotiations, and Award
  - Exhibit A, Vendor Information Form
  - Exhibit B, Vendor History and Experience
  - Exhibit C, Contract Marketing and Support Plan
  - Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan (The HUB Subcontracting Plan Form is provided in the BidStamp VIS portal.)

29

RFO Scope

Section 3. Scope

DIR intends to contract with qualified Vendors to provide:

- Managed Print Services (MPS), printers and copiers non-multifunction (Non MFD) and multifunction (MFD) devices, 3D printers, scanning, plotting and facsimile equipment and devices and Related Services;
- Document Imaging Services/Solutions; and
- Enterprise Content Management (ECM) Products, Software and Services

Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.

30

RFO Scope, cont.

- **Third Party Products** are those hardware, peripherals, accessories and software manufactured or published by other manufacturers or publishers that may be used as an attachment or embedded within the Vendor solution to create, enhance or extend the functionality of the product or services within scope of this RFO. All third party products will be awarded at the discretion of DIR.

31

Term of Contract

Section 3.6.2 Contract Term and Automatic Renewal

The term of any Contract awarded from this RFO shall be **two (2) years** commencing on the last date of approval by DIR and Vendor.

The Initial contract term will be two (2) years, renewable automatically in one (1) optional two-year renewal term and one (1) optional one-year renewal term under the same Terms and Conditions, unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

32

RFO Schedule

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

33

Evaluation Criteria

- **RFO Section 5.1 – Evaluation of Responses**
  - Incomplete response package will be rejected
  - The financial review (**DUNs number**)and **HSP** review are on a pass/fail basis.
  - Only responses that receive the passing grade will proceed to the next evaluation phase.

- **RFO Section 5.2 – Evaluation Criteria**
  - Pricing – 45%
  - Vendor History and Experience and Vendor References – 30%
  - Vendor's Plan for supporting Contract – 25%

34

Bid Package 1 – Exhibits A, B, &C

Exhibit A, Vendor Information

- This form must be **filled out in its entirety** and **signed by an officer or agent empowered to contractually bind the Respondent.** Complete cancelled contract references if applicable.

Exhibit B, Vendor History and Experience

- Respondent must provide a detailed response to each question detailing the Vendor's history and experience in providing the products and services proposed.

Exhibit C, Contract Marketing and Support Plan

- Respondent must provide a plan that describes the Respondent/Vendor's ability and strategy for promoting and supporting the contract, if awarded.

35

Bid Package 2 – Pricing

- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Bid Package 2 Pricing Sheet - All applicable *Entire Offering* tabs will be completed and saved as a PDF and upload into BidStamp.
- BidStamp – Vendors must enter the following items:
  - Category
  - **Brand (ONLY ENTER MPS, DIS or ECM)**
  - **Product Description**
  - **DIR Customer Discount % off MSRP**

36

Pricing – Volume Pricing

- Volume Discounts: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services.
- Aggregate Sales: If Vendor is proposing increased discounts based on total statewide aggregate contract sales, Vendor must list total contract dollar amount threshold, specific product and/or service or ALL, and discount percentage increase.
- **Vendors offering Volume Discounts should use the Bid Package 2 Excel spreadsheet format for all volume discounts.**
- Vendors will need save the entire EXCEL workbook as a PDF and upload into Bid Stamp.

37

Pricing - Volume Pricing

Department of Information Resources

Request for Offer DIR-TSO-TMP-419

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

BID PACKAGE 2 - PRICING SHEET VOLUME DISCOUNT

COMPANY NAME: _____

Type of Volume	Product Category	DIR Customer Discount % off MSRP
By QTY		
2-99 units	ABC	
100-500 units	ABC	
500+ units	ABC	

EXAMPLE

Additional Discount Based On Aggregate Sales					
Contract Sales Threshold	Product or Category Description	Part Number if Applicable	Original Discount	Additional Discount	Total Discount
Example: $50,000.00			*20.00%*	*(+) 5.00%*	*25.00%*

38

Bid Packages 3 and 4

- Bid Package 3 – Sample Contract for Products and Services
- Bid Package 4 - Standard Terms and Conditions for Products and Related Services Contracts
- **No exception**s may be taken to certain terms as indicated on the Standard Terms and Conditions
- **Any exception must be listed in Bid Package , Exhibit A, Item 11**.

39

Bid Packages

- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

40

Bid Package 8 – Vendor Reference Questionnaire

Bid Package 8 - References

- The vendor must provide the vendor reference questionnaire directly to companies/government agencies as specified in Section 4.7.2 of the RFO. Vendors may send the questionnaire through BidStamp VIS.
- Instructions are included in Bid Package 8.
- DIR is not responsible for undeliverable e-mails or for non-responsive references.
- **References must respond to DIR on the form provided by the due date in order to be considered in proposal evaluation.**
- The Vendor may NOT submit the reference form to DIR.

- **Forms submitted directly by the vendor to DIR will receive a score of zero**.

41

Bid Package 8 – Vendor Reference Questionnaire

VENDOR REFERENCES

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

Request for Offer DIR-TSO-TMP-419

REFERENCE DEADLINE TO DIR: No later than February 4, 2019 at 2:00 PM (CT)

Texas Department of Information Resources (DIR) requests your assistance in providing a Vendor reference for this Reques for Offer (RFO) that has been issued. The Vendor that is responding to this RFO is providing this document for you to fill ou and return directly to DIR at the following email address: 419docmanagement@dir.texas.gov

This portion to be complete by the Vendor requesting reference information

EXAMPLE

Vendor Name _____

***Insert Type of (MPS, Document Imaging, Enterprise Content Management)* Product/Services Category** _____

Prime Contractor _____

Subcontractor(s) _____

Dates of Performance: Starting Date _____ **Ending Date** _____

Total Est. Contract Dollar Amount

42

Mandatory Submissions

RFO Section 4.7.1 – Mandatory Response Contents

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

- Exhibit A – Vendor Information (**signed**, scanned, uploaded into BidStamp)
- Exhibit A – **Canceled Contracts** – Attachments 1 and 2 (if applicable)
- Exhibit B – Vendor History and Experience
- Exhibit C – Contract Marketing and Support Plan
- Exhibit D – HUB Subcontracting Plan **(SIGNED)**
- Pricing – Bid Package 2 (Automated Pricing Form in BidStamp VIS)
- Policy Driven Adoption Assessment (PDAA) – Bid Package 10
- Vendor's Service or Licensing Agreement, etc. (if any)
- Any addendum requirements – check the ESBD for these; Vendors do not receive notice

43

Questions

- Break (10 minutes)
- <u>Reference the Section Number and page number with your submitted question.</u>
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

44

Reminder

- Questions answered today are unofficial until posted on the ESBD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to solicitation number DIR-TSO-TMP-419 on the Electronic State Business Daily, http://esbd.cpa.state.tx.us/
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

45

Reminder

- Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
December 12, 2018	Publish RFO on Electronic State Business Daily
December 21, 2018 9:00 AM-11:00 AM (CT)	Optional Vendor Conference/Webinar
January 7, 2019 2:00 PM (CT)	Deadline for submitting questions
January 22, 2019 COB (CT)	Estimated deadline for posting answers to questions on the ESBD
February 4, 2019 2:00 PM (CT)	**Deadline for DIR to receive Vendor references**
February 4, 2019 2:00 PM (CT)	**Deadline for submitting responses to DIR**
February 4, 2019 - until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

46

Conference Closing

- All questions, inquiries must be directed to Carrie Thomas

Carrie Thomas

Phone: 512-936-2353
Fax: 512-936-6896
Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

47

Department of Information Resources
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services
Request for Offer DIR-TSO-TMP-419

Addendum 2

This Addendum #2 to Request for Offer DIR-TSO-TMP-419

1. Correcting the answer to Question #48.
2. Correcting the answer to Question #49.

Questions and Official Answers:

48. **Question:** May we perform hybrid onshore/offshore manual indexing from images where your data remains at a SunGuard data center within the U.S. while offshore workers remotely capture the index information?

Answer: No, the Vendor must perform all functions of the Contract and keep all related data always and exclusively within the continental United States.

49. **Question:** Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:13, Section Number: Document Imaging/Solutions

a. Is this specific to Document Imaging/Solutions only?

Answer: Yes, see the header which appears on page 12, Document Imaging/Solutions.

b. Would DIR accept utilizing Offshore resource specific to back office activities such as Billing, Contract Management and Order Entry?

Answer: Yes, as long as the Offshore resource(s) performing back office activities do not have access to Customer Data. Further, Respondents should consider the requirement to provide service, sales and support resources to serve the Customer. Such support should be available during the Customer's normal business hours.

End of Addendum 2

Commissioners Court - Regular Session **35.**

Meeting Date: 10/19/2021

Blanket Purchase Order for Verizon Wireless for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving blanket purchase orders for Verizon Wireless in the amounts of $52,654.14 for air cards and $55,048.32 for cellular phones for the Williamson County Sherrif's Office, pursuant to DIR contract #DIR-TSO-3415.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Recommended blanket purchase orders will cover invoices received for said connectivity for a period of 6 months. This includes coverage of 231 aircards for internet access for toughbook laptops at a rate of $37.99 per month for a six-month total of $52,654.14 and connectivity for 228 cellular phones at a rate of $40.24 per month for a six-month total of $55,048.32. Department contact is Kurt Showalter. This expenditure will be charged to FY22 funds (aircards) 01.0100.2009.004210, 01.0100.2008.004210, 01.0100.2004.004210, and (phones) 01.0100.2004.004209.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 03:15 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:46 AM
Form Started By: Erica Smith		Started On: 10/12/2021 02:47 PM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **36.**

Meeting Date: 10/19/2021

TSL Contract Amendment 2022

Submitted For: Nancy Rister **Submitted By:** Nancy Rister, County Clerk

Department: County Clerk

Agenda Category: Consent

Information

Agenda Item

To discuss and take appropriate action on a contract amendment to the Texas State Library contract for the County Clerk.

Background

We are increasing the original contract by $50,000 as the original amount of $275,000 was in the 385 budget but we also have $50,000 in the 384 budget that is for microfilm and/or storage. Purchasing is requiring that the contract with the State Library be increased to match our approved budgeted amounts for microfilm and/or storage with the Texas State Library for 2021-2022.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment to TSL contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Nancy Rister	10/13/2021 04:04 PM
County Clerk (Originator)	Nancy Rister	10/13/2021 04:06 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:16 AM
Form Started By: Nancy Rister		Started On: 10/13/2021 03:47 PM
Final Approval Date: 10/14/2021		

Contract Amendment #1
Storage Services for Fiscal Year 2022

Texas State Library and Archives Commission
State and Local Records Management Division

THE STATE OF TEXAS – COUNTY OF TRAVIS

TSLAC Contract Number: 6-22-1246
WillCo Contract or Purchase Order Number: Not Provided

The contract and agreement entered into by and between the Texas State Library and Archives Commission and Williamson County Clerk, is hereby amended for the period ending
August 31, 2022. It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered InterAgency Contract to amend said contract as follows:

This amendment will change the total amount of the contract from $275,000.00 to $325,000.00, an increase of $50,000.00, to cover Storage and Imaging costs incurred before August 31, 2022.

This amendment will not extend the expiration date of the contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this contract. It is mutually understood that this contract shall not become effective until signed by both parties below.

RECEIVING AGENCY
Williamson County Clerk

By: _____ Date: _____
Bill Gravell, County Judge

PERFORMING AGENCY
Texas State Library and Archives Commission

By: _____ Date: _____
Donna Osborne, Chief Operations and Fiscal Officer

GENERAL INSTRUCTIONS
The Receiving Agency must sign the amendment and return via email to ar@tsl.texas.

Commissioners Court - Regular Session **37.**

Meeting Date: 10/19/2021

Solicitation Advertising RFP #22RFP32 Overhead Door Annual Preventative Maintenance Service

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Overhead Door Annual Preventative Maintenance Service under RFP #22RFP32.

Background

Williamson County is seeking automatic door contractors for annual preventative maintenance services for Williamson County building rolling doors, counter shutters and Automatic Door Full Maintenance Services for Automatic door systems (single, sliding, and swing doors) and Annual American Association of Automatic Door Manufacturer Inspections at Williamson County owned premises for a period of three (3) years plus two (2) one-year renewals. Shantil Moore is the point of contact. Funding source: 01.0100.0509.4500 approved for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 03:51 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:50 AM
Form Started By: Johnny Grimaldo		Started On: 10/13/2021 11:21 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **38.**

Meeting Date: 10/19/2021

Justice Center Remoded (P515) - Change Order 4 - HCS, Inc.

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on HCS Inc., Change Order No. 4 for the Williamson County Justice Center Remodel Project (P515) for $184,417.60 and a time extension of 46 calendar days.

Background

This change order is for Architectural, Mechanical, Electrical, Life Safety, and IT Fiber Improvements in the building. The change order will be funded through P515 Project Contingency. Department point of contact is Tom Stanfield, Sr. Project Manager.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CO4-HCS

CO4-HCS-Backup

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:33 AM
Form Started By: Wendy Danzoy		Started On: 10/11/2021 03:44 PM
Final Approval Date: 10/14/2021		

CHANGE ORDER

701

Distributed To:

- ☒ Owner
- ☐ Architect
- ☐ Field
- ☐ Contractor
- ☐ Subcontractor
- ☐ Other

PROJECT: Williamson County Justice Center Renovations
405 Martin Luther King Drive
Georgetown, Texas 78626

TO: Tom Stanfield-Williamson County
405 Martin Luther King Drive
Georgetown, Texas 78626

CHANGE ORDER NO: 004
DATE: October 6th, 2021
PROJECT NO: T1499-2020
CONTRACT DATE:
CONTRACT FOR: General Construction

The contract is changed as follows:

						Addt Days	
CP-21		IT 96 Strained Fiber Pathway Replace	$58,667.34		$ 58,667.34	25	
CP-22		Distr Clerk Window Seal	$1,906.88		$ 1,906.88	0	
CP-23		Addt F/A Rough-In @ New Courtroom	$4,609.78		$ 4,609.78	0	
CP-24		Powered Roller Shades circuits	$2,568.49		$ 2,568.49	0	
CP-25		Addt Epoxy Floors	$4,959.57		$ 4,959.57	0	
CP-26		Pretrial Build Out	$75,678.97		$ 75,678.97	21	
CP-27		1st Fl IDF Twist-Lok Elec	$8,345.05		$ 8,345.05	0	
CP-28		Distr Clerk Coffee Bar Addt Outlets	$12,587.07		$ 12,587.07	0	
CP-29		DA Grand Jury Room Carpet	$7,672.70		$ 7,672.70	0	
CP-30		Addt Attic Drywall Framing	$7,421.84		$ 7,421.84	0	
					$ -	0	
		Total CO #04			**$ 184,417.69**	46	
					$		

The original Contract Sum was	$	2,799,000.00
Net change by previously submitted Change Orders	$	18 8 , 235.12
The Contract Sum prior to this Change Order was		2,987,235.12
The Contract Sum will be increased by this Change Order in the amount of	$	184,417.69
The new Contract Sum including this Change Order will be	$	3,171,652.81
The Contract Time will be unchanged by		(46) days.
The date of Substantial Completion as of the date of this Change Order		Jan 1st, 2022

Accepted By:

Mike Ballerino, HCS Inc. Commercial GC		Trenton H Jacobs, County Architect
CONTRACTOR	OWNER	ARCHITECT
By:	By:	By:
10-6-21		10/7/21
Date	Date	Date

CAUTION: You should sign an Original Document, on which this text appears in RED. An Original Document assures that changes will not be obscured.

TORGO SOFTWARE www TorgoSoftware.com Copyright 1996-2020 ALL RIGHTS RESERVED

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 21

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

New IDF Rooms and IES Running Cable
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

	Amount		Amount		Amount	
BryComm	$51,918.00	HCS 10% OH&P	$5,191.80	HCS 3% B&I	$1,557.54	$58,667.34
			$0.00			

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$58,667.34**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **25**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

7/15/21
Date

REVIEWED
By Tom Stanfield at 9:35 am, Sep 24, 2021

We appreciate your interest in our services and thank you for the chance to offer the following proposal for this project. Our proposal incorporates the following:

Project Name:	Justice Center Fiber Pathway		
Scope of Work:	PE Services/Underground Construction/EMT Installation		
Estimated By:	Chris Gonzales	**Submit Contracts & PO's to:**	chris.gonzales@brycomm.com

I. SCOPE OF WORK

Professional Engineering:

1. Professional Engineered Bore Plans/Profiles
2. Underground Design
3. City of Georgetown Excavation Permit

Aerial/Underground Construction:

1. PE Bore 2-4" HDPE SDR11 conduits ±250ft.
2. Bore to begin at proposed riser pole then under MLK St.
3. Bore to continue north underneath tree drip line where required.
4. Bore/trench to continue to exterior wall and stub up.
5. Place (3) quazite hand holes per plans.
6. Bore stubs to transition to 2-4" EMT conduits and land in server room
7. Core penetrations and junction boxes as needed.

Clarifications/Exclusions:

1. Proposal does not include engineered traffic control plans.
2. Standard traffic control details to be utilized.
3. City of Georgetown ROW fees are excluded if any are required.

II. PRICING SUMMARY:

Scope of Work		Cost	
270000	Justice Center Fiber Pathway	**$**	**51,918.00**
	TOTAL:	**$**	**51,918.00**

Thank you for the opportunity and feel free to contact me if you have any questions or concerns.

Chris Gonzales
Key Account Manager - OSP
O: 512-712-4008 x126 | M: 512-569-5309

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 22

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

Williamson County Justice Renovation
Project Title

1499-2929
Project No.

Window Seal and front lobby of district clerk office
Interim Change Auth. No. (if any)

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Southstone	$1,687.50	HCS Inc. 10% O&P	$168.75	HCS Inc. 3% B&I	$50.63	$1,906.88
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$1,906.88**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

8/11/21
Date

REVIEWED
By Tom Stanfield at 10:06 am, Sep 24, 2021

SOUTHSTONE DEVELOPMENT GROUP

PCO #007

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762
Phone: (512) 745-6598

Project: 200935 - WC Justice Center Renovations
405 Martin Luther King Jr St
Georgetown, Texas 78626

DRAFT

Prime Contract Potential Change Order #007: CE #007 - Window Sills and Repaint

TO:	HCS Inc. Commercial General Contractor 365 Wayside Dr. Waco, Texas 76705	**FROM:**	Southstone Development Group, LLC 1914 East 6th St Unit 6339 Austin, Texas 78762
PCO NUMBER/REVISION:	007 / 0	**CONTRACT:**	1 - WC Justice Center Renovations Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Alexander Canalini **(Southstone Development Group, LLC)**
STATUS:	Draft	**CREATED DATE:**	8/9/2021
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#007 - CE #007 - Window Sills and Repaint
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$1,687.50

POTENTIAL CHANGE ORDER TITLE: CE #007 - Window Sills and Repaint

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #007 - Window Sills and Repaint
Tape, float, and repaint sill and wall at the corner office

ATTACHMENTS:

#	Budget Code	Description	Amount
1	Division 9-9001.C Painting / Pintura.Commitment	PCO#7	$1,687.50
		Grand Total:	**$1,687.50**

HCS Inc. Commercial General Contractor
365 Wayside Dr.
Waco, Texas 76705

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 23

Steinbomer
A/E

HCS Inc.
Contractor

1499-2929
Project No.

1/28/21
Date of issuance

Electrical Rough in Fire Alarm Rough In New Courtroom
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
M&C Electric	$4,079.45	HCS Inc. 10% O&P	$407.95	HCS Inc. 3% B&I	$122.38	$4,609.78
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$4,609.78**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **8**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

8/20/21
Date

REVIEWED
By Tom Stanfield at 10:08 am, Sep 24, 2021

M & C Electric Inc.

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
8/19/21

Williamson County Justice Center

General Contractor- HCS

Additional Fire Alarm Rough-in

Four Thousand Seventy Nine dollars and zero cents. ($4,079.00)

Material:	$ 1,012.00
Labor:	$ 3,067.45
Total:	$4,079.45
Total CO	$4,079.45

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 24

Steinbomer
A/E

HCS Inc.
Contractor

1499-2929
Project No.

1/28/21
Date of issuance

Provide power for powered shades and replace toggle switch
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
M&C Electric	$2,273.00	HCS Inc. 10% O&P	$227.30	HCS Inc. 3% B&I	$68.19	$2,568.49
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$2,568.49**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

8/20/21
Date

REVIEWED
By Tom Stanfield at 10:10 am, Sep 24, 2021

M & C Electric Inc.

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004

8/19/21

Williamson County Justice Center

General Contractor- HCS

RFI-40 Powered Blinds-provide power from nearest available circuit for five blind locations, replace one toggle switch with a keyed switch

Two Thousand Two Hundred Seventy Three dollars and zero cents. ($2,273.00)

Material:	$ 478.16
Labor:	$1,795.17
Total:	$2,273.33
Total CO	$2,273.00

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 25

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

New Epoxy Floors for Rm. 301, 002, and office
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Cherry Coatings	$4,389.00	HCS Inc. 10% O&P	$438.90	HCS Inc. 3% B&I	$131.67	$4,959.57
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$4,959.57**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

9/8/21
Date

REVIEWED
By Tom Stanfield at 10:12 am, Sep 24, 2021

INDUSTRIAL FLOOR DIVISION

We go above and beyond our track record proves it.

SAFETY FIRST | TECHNOLOGY DRIVEN | QUALITY CONTROL | CLIENT COLLABORATION

DATE: **August 17, 2021**

FROM: **Michelle Kipple**

ATTENTION: Steven Rosow
HCS Inc.
stevenr@hcs-gc.com
(254) 829-3200

BID AMOUNT: **$4,389.00**

PROJECT: Williamson County Justice Center Renovation
Georgetown, TX

Change Order #001

Epoxy 1: $4,389.00
In the areas below to be coated there is approximately 246 sq. ft. In these areas we will apply a thin mil epoxy system with an aliphatic urethane topcoat.

- New Office - #301 – Page A-118
- New Office - #002 – Page A-114
- Office – Page A-704

INCLUSIONS:

1. Joint Filler for Epoxy Floors
2. Labor and Materials to Install
3. Supervision
4. Minor Patching

EXCLUSIONS:

1. 480v 3-Phase & 240 Single Phase 50amp Power
2. Lighting
3. Dumpster

Cherry Coatings would like to thank you for the opportunity to provide HCS, Inc. our high-performance flooring and service for the Williamson County Justice Center project in Georgetown, Texas. Bid is good for 90 days from bid date.

Cherry Coatings is fully insured with workers compensation and general liability Insurance. Insurance certificates are available upon request. Customer shall supply adequate electricity to include 240 Volts Single Phase 50 amps and or 480 Volts 3 phase / 50 amps. Customer to

OUR LOCATIONS

2000 Surveyor Blvd.
Carrollton, Texas 75006
Office: 972 242-4287
Fax: 972 242-4782

500 Victor St. Suite 600
Austin, Texas 78753
Office: 512 614-0422
Fax: 512 394-5612

215 N. Rupert St. Suite 215
Fort Worth, Texas
Office: 817 386-9914
Fax: 817 386-9849

P.O. Box 421595
Houston, Texas 77242
Office: 972 242-4287
Fax: 972-242-4782

cherrycoatings.com

provide access to dumpster while work is being performed. Cherry Coatings will provide standard 1-year warranty on installation of the above systems. The warranty covers labor and materials to repair the floor in case of loss of bond and or wear-through to the concrete substrate from normal use or failure caused by improper application of materials. Not included in the warranty are damages due to structural design deficiencies including but not limited to slab cracking from lateral, vertical or rotational movement, and gouging or other damage due to forklifts, other equipment, delamination caused by vapor transmission, deficient concrete, acts of God, and or other elements beyond the scope of protection of this system nor causes not related to the system materials. The warranty does not cover any consequential losses that may be associated with failure of the floor. Warranty and/or guarantees only valid when work is paid in full and all conditions are agreed upon.

The above Bid Amount and Condition Statement are satisfactory and hereby accepted.

HCS, Inc.	**Cherry Coatings**
Name: _____	By: Michelle Kipple
Title: _____	Title: Flooring Estimator
Date: _____	Date: August 17, 2021

OUR LOCATIONS

2000 Surveyor Blvd.
Carrollton, Texas 75006
Office: 972 242-4287
Fax: 972 242-4782

500 Victor St. Suite 600
Austin, Texas 78753
Office: 512 614-0422
Fax: 512 394-5612

215 N. Rupert St. Suite 215
Fort Worth, Texas
Office: 817 386-9914
Fax: 817 386-9849

P.O. Box 421595
Houston, Texas 77242
Office: 972 242-4287
Fax: 972-242-4782

cherrycoatings.com

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 26

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

COR 8 PreTrial Offices
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount					
P10 Floorscapes	$6,790.00	HCS Inc. 10% O&P	$679.00	HCS Inc. 5% B&I	$339.50	$7,808.50
Johnson Controls	$9,585.00	HCS Inc. 10% O&P	$958.50	HCS Inc. 5% B&I	$479.25	$11,022.75
Southstone	$6,445.00	HCS Inc. 10% O&P	$644.50	HCS Inc. 5% B&I	$322.25	$7,411.75
Willicks	$13,828.00	HCS Inc. 10% O&P	$1,382.80	HCS Inc. 5% B&I	$691.40	$15,902.20
M&C Electric	$19,340.00	HCS Inc. 10% O&P	$1,934.00	HCS Inc. 5% B&I	$967.00	$22,241.00
P&E Mechanical	$9,993.60	HCS Inc. 10% O&P	$999.36	HCS Inc. 5% B&I	$299.81	$11,292.77
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$75,678.97**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **21**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Conract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

9/2/21
Date

REVIEWED
By Tom Stanfield at 10:20 am, Sep 24, 2021

Change Order #8

Date August 31, 2021

Contractor: P10 Floorscapes
11701 Bee Cave Rd. Suite 208
Austin, TX 78738

Client: HCS Inc.
500 Shell Stone Trail
Georgetown, TX 78628

Project: WILCO
405 Martin Luther King Dr.
Georgetown, TX 78626

Description: This proposal includes all materials and labor to complete the following scope of work unless otherwise specified:

WILCO
Change Order #8

Services to include:

ADD:	Basement Pre Trial Remodel 164 sy cpt & 240 lf base	$6,790.00

TOTAL $ 6,790.00

Respectfully Submitted By,

Nick Provopulos M: 512.801.7710

We look forward to doing business with you.
Please notify P10 Floorscapes in writing if we are to proceed with this work.

Sign X _____ Date_____
HCS Inc.
Authorized Signature

Johnson Controls Fire Protection LP
401 Center Ridge Drive, Suite 400
Austin , TX 78753
(512) 634-1800

Johnson Controls Fire Protection LP Quotation

To:
HCS General Contractor
500 Sheel Stone Tr.
Georgetown, TX 78628

Project: WILCO Justice Center_Pre-Trial Services - FA - CPQ-118795
Johnson Controls Reference: 650118795
Proposal #: 1
Date: 09/02/2021

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Important note: Due to COVID-19 impacts to manufacturing Fire Alarm Devices and Small Fire Alarm Panels are projected to have a lead time of 6-8 weeks while 4100 Series Panels and SSD Addressable Devices are projected to have a lead time of 8-10 weeks.

Please read the notes below and contact me if you have any questions.

Contact Information:

Mike Breecher
Owner Accounts Representative
512-203-8721
michael.breecher@jci.com

Fire Alarm System Modifications For:

WILCO Justice Center
Basement Level
Pre-Trial Services Remodel
405 MLK St.
Round Rock, TX 78626

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

Johnson Controls Fire Protection LP
401 Center Ridge Drive, Suite 400
Austin , TX 78753
(512) 634-1800

Scope of Work:

Unless otherwise noted, all products contained in this proposal are factory new.

This proposal is for the provision of the Fire Alarm system modifications on the bid documents dated: *Stamped 8/27/21*

Johnson Controls Fire Protection proposes to:

- Demo and Make-Safe 2 existing Smoke Detectors and 2 wall mounted Speaker-Strobes for relocation in remodel area. Relocate to cover new floor plan in remodel area.
- Add 1 new Strobe in new Conference Room and 2 additional Smoke Detectors.
- Make-Safe 4 existing Smoke Detectors for the remodel phase and recommission once remodel space is cleaned.
- Make required programming changes to Simplex 4100ES Panel.
- One submittal to Georgetown FD for approval.
- One Fire Final Inspection with Georgetown FD.

Drawing Numbers and Dates: *Stamped 8/27/21*
Up to and including addendum: *NA*
Proposal based on Building Occupancy: *Group-B*
Current adopted codes are: NFPA 72 2007 Edition, IBC, IFC, IMC 2009 Edition and local AHJ amendments.

- Lead time for manpower on site is two weeks from date project is booked.
- Lead time to begin design/submittals is two weeks from date project is booked and receipt of CAD Background and Building Permit Number(s) to generate Fire Alarm Submittals to AHJ.
- Dependent on project schedule, lead time for manpower on site is two weeks from date of project being booked in Johnson Controls Fire Protection's system.
- Any Demo of Fire Alarm Wiring will extend to the nearest Fire Alarm J-Box.
- One submittal to AHJ.
- One pre-test and one fire final inspection.

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

Johnson Controls Fire Protection LP
401 Center Ridge Drive, Suite 400
Austin , TX 78753
(512) 634-1800

- Excludes existing condition of the Fire Alarm System, should any impairments be identified a proposal for their repair will be provided via Change Order.
- Excludes Condensed Schedules. Change Order will be submitted for any overtime and/or weekend work.
- Excludes cleanup of existing wiring.
- Hard lid ceiling areas will require conduits from Fire Alarm Back Boxes out to accessible above ceiling areas.
- Testing of Fire Alarm and Fire Final Inspection may require after-hours access to all areas of building.
    - Normal JCI business hours: M-F 7am-4pm.

This proposal excludes applicable Taxes.

****This proposal is valid for 30 days.***

Delays, Costs and Extensions of Time.

JCFP's time for performance of the Work shall be extended for such reasonable time as JCFP is delayed due to causes reasonably beyond JCFP's control, whether such causes are foreseeable or unforeseeable, including pandemics such as coronavirus (provisionally named SARS-CoV-2, with its disease being named COVID-19) including, without limitation, labor, parts or equipment shortages. To the extent JCFP or its subcontractors expend additional time or costs related to conditions or events set forth in this provision, including without limitation, expedited shipping, hazard pay associated with site conditions, additional PPE requirements, additional time associated with complying with social distancing or hygiene requirements, or additional access restrictions, the Contract Sum shall be equitably adjusted.

Escalation Clause

Customer agrees that the pricing offered in this proposal by Johnson Controls Fire Protection for this project is based upon the price of steel and its availability as of the date of this agreement. Customer and Johnson Controls Fire Protection agree that given the current market trends and conditions, the cost and availability of steel and steel products may rise and that any increases to the price of steel ordered by Johnson Controls Fire Protection for this project after the date of this agreement for any surcharges or other costs imposed, shall result in a corresponding Dollar-For-Dollar increase in SimplexGrinnell's proposal price for this agreement.

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

Johnson Controls Fire Protection LP
401 Center Ridge Drive, Suite 400
Austin , TX 78753
(512) 634-1800

Johnson Controls Fire Protection agrees to provide information to the customer about any increase in the price of steel and customer agrees to execute at Johnson Controls Fire Protection's request an addendum, and a non-disclosure agreement with Johnson Controls Fire Protection

Customer agrees to pay Johnson Controls Fire Protection for any increases as described above pursuant to the terms and conditions agreed upon and stated in the proposal, and above mentioned addendum between Johnson Controls Fire Protection and the customer.

WORK TO BE PERFORMED BY Johnson Controls Fire Protection:

1. Provide fire alarm system modifications as indicated on the bid documents, plans and specifications. Any equipment or work required by the AHJ during the plan review process or final inspection will require a change order to perform.
2. Provide fire alarm wiring, terminations, and mounting of equipment for the proposed Simplex system. For installation using plenum rated cable, Johnson Controls Fire Protection's proposal includes provision of wiring support system per NEC.
3. Provide fire alarm panel back cans and power extender cans and non-standard electrical back boxes to the electrical contractor for installation.
4. Provide initial programming of FACP. Final room numbers must be provided prior to system programming or a change order will be required for reprogramming of the system labels.
5. Proposal includes city plan review fee and acceptance testing. NOTE: Project is based on being completed in one phase. If project is to be completed in multiple phases this will require permitting by phase. Pricing based on Fire Alarm permit being included under GC permit. If Fire Alarm permit not included under GC permit it will require a CO of approx 1% of quoted amount for fire alarm.
6. Provide 4 hard copy sets and 1 electronic copy of equipment submittals and design drawings for contractor use/approval.
7. Provide one functional system test with the AHJ during Johnson Controls Fire Protection's normal business hours. Failure of test due to other trades will result in additional cost. Fee for re-testing will be a minimum of $ 500 plus additional labor required.
8. Provide (one) two hour owner training session during Johnson Controls Fire Protection's normal business hours.
9. Provide Certificate of Installation, O&M Manual(s), and As-built Drawings. As-built drawings cannot be produced until after completion of final commissioning. Three hard copy sets of O&M's and As-builts and one electronic copy (.pdf file format) will be provided.

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

Johnson Controls Fire Protection LP
401 Center Ridge Drive, Suite 400
Austin , TX 78753
(512) 634-1800

10. Simplex system carries a one year parts warranty and a one year labor warranty for naturally defective parts or workmanship. Warranty service will be provided during Johnson Controls Fire Protection's normal business hours. Warranty period begins upon acceptance by AHJ.
11. All required work is based on work being performed during Johnson Controls Fire Protection's normal business hours.

WORK TO BE PERFORMED BY ELECTRICAL CONTRACTOR:

1. EC is responsible for ensuring Johnson Controls Fire Protection has a complete set of the latest version of the contract documents at time of contract issuance.
2. EC to provide and install a complete rough-in system including but not limited to: all required conduit, raceway, flex, stub-ups, sleeves, fire caulking, and back-boxes that may be required.
3. EC to provide and install all grommets, bushings and conduit end-caps.
4. EC to provide and install all standard back boxes and install specialty back boxes provided by Johnson Controls Fire Protection. Back boxes are to be installed as indicated on Johnson Controls Fire Protection's final design drawings. DO NOT USE LOCATIONS AS SHOWN ON CONTRACT DRAWINGS. Installation of fire alarm system cannot begin until plans have been submitted to/ and/or approved by the local AHJ.
5. EC to provide dedicated 120VAC power including red circuit breakers for all Simplex equipment.
6. EC to provide power to fire/smoke dampers if required.
7. EC to provide labeling and/or painting of conduit, back boxes and covers as required by specifications and/or AHJ.
8. EC is responsible for providing Johnson Controls Fire Protection with adequate and secure staging area for storage of equipment, tools and materials.
9. EC is responsible for promptly notifying Johnson Controls Fire Protection of any ASI's, PR's, and request for changes to be provided.
10. EC is responsible for promptly notifying Johnson Controls Fire Protection of approval of any change orders.
11. EC is responsible for promptly providing stamped set of reviewed fire alarm submittal documents to Johnson Controls Fire Protection.

WORK TO BE PROVIDED BY HVAC CONTRACTOR:

1. HVAC contractor will physically install all duct detectors including sampling tubes at locations indicated on Johnson Controls Fire Protection's final design drawings.

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

Johnson Controls Fire Protection LP
401 Center Ridge Drive, Suite 400
Austin , TX 78753
(512) 634-1800

2. HVAC contractor to provide 24 inches of duct work to facilitate installation of duct detectors at any AHU's or fire/smoke damper locations.
3. HVAC contractor to provide all wiring, terminations, and interface for AHU shutdown, damper control, smoke evacuation, and exhaust fans. Johnson Controls Fire Protection will provide relays as the demarcation point for these functions.
4. HVAC/Controls contractor will be required to be present at fire alarm pre-test and acceptance tests.

WORK TO BE PERFORMED BY SPRINKLER CONTRACTOR:

1. The sprinkler contractor is responsible for providing, installing, and adjusting all flow, tamper, and pressure switches. Johnson Controls Fire Protection will provide devices for the monitoring of these points by the fire alarm system.
2. The sprinkler contractor will be required to be present at fire alarm pre-test and acceptance tests.
3. Sprinkler contractor responsible for providing and installing water gong outside of the sprinkler riser room.

WORK TO BE PERFORMED BY THE ELEVATOR CONTRACTOR:

1. Elevator contractor is required to provide all interface wiring from Johnson Controls Fire Protection's control relays for elevator fire service functions. SimplexGrinnell's relays serve as the demarcation point for its work.
2. Elevator contractor is required to provide traveling cable to the elevator cabs for fire service functions.
3. Elevator contractor is required to install the fire alarm system speaker and/or fire fighter's phone jacks in the elevator cabs and elevator lobbies.
4. The elevator contractor will be required to be present at fire alarm pre-test and acceptance tests.

WHAT IS NOT INCLUDED?

1. Proposal does not include provision of power for any third party equipment including but not limited to: fire/smoke dampers, fire shutters, electric locks, door strikes, and auto-door-operators.
2. Proposal does not include provision of/or installation of access doors for access to fire alarm devices above hard ceilings.
3. Proposal does not include any required tax. Please add to your purchase order amount if applicable.
4. Proposal does not include any required patching or painting.

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

Johnson Controls Fire Protection LP
401 Center Ridge Drive, Suite 400
Austin , TX 78753
(512) 634-1800

5. Proposal does not include any costs to provide or purchase AutoCAD .dwg format files. If there is a cost, a change order will be required to cover the amount.
6. Proposal does not include any BIM modeling or conversion of BIM files for system design. Proposal is based on 2D AutoCAD files in .dwg format with all associated X-refs being provided to SimplexGrinnell at no additional cost. Proposal does not include any cost for labor to attend BIM coordination meetings.
7. If the CAD files provided differ from the contract drawings used as the basis of this proposal, a change order will be required for any additional equipment or work required.
8. Proposal does not include any bid bonds or performance and payment bonds.
9. Proposal does not include provision of central station monitoring service.
10. Phone lines for monitoring service to be provided by others.
11. Proposal does not include provision of/or monitoring of Knox Box.
12. Proposal does not include any expediting or priority shipping fees.
13. Excludes Fire Watch.

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

Total net selling price, FOB shipping point, $9,585.00

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance. In accepting this Proposal, Customer agrees to the terms and conditions contained herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE PRECEDING PAGES. This proposal shall be void if not accepted in writing within 30 days from the date of the Proposal.**

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP	Company: _____
401 Center Ridge Drive, Suite 400	Address: _____
Austin , TX 78753	Signature: _____
Telephone: (512) 634-1800	Title: _____
Representative: _____	P.O.#: _____ Date: _____
Email: michael.breecher@jci.com	

© 2020 Johnson Controls Fire Protection LP. ALL RIGHTS RESERVED

SOUTHSTONE DEVELOPMENT GROUP

PCO #008

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762
Phone: (512) 745-6598

Project: 200935 - WC Justice Center Renovations
405 Martin Luther King Jr St
Georgetown, Texas 78626

Prime Contract Potential Change Order #008: CE #CE#016 - COR-08

TO:	HCS Inc. Commercial General Contractor 365 Wayside Dr. Waco, Texas 76705	**FROM:**	Southstone Development Group, LLC 1914 East 6th St Unit 6339 Austin, Texas 78762
PCO NUMBER/REVISION:	008 / 0	**CONTRACT:**	1 - WC Justice Center Renovations Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Alexander Canalini **(Southstone Development Group, LLC)**
STATUS:	Pending - Revised	**CREATED DATE:**	9/1/2021
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#008 - CE #CE#016 - COR-08
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:		**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$6,445.00

POTENTIAL CHANGE ORDER TITLE: CE #CE#016 - COR-08

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #CE#016 - COR-08
Tape, float and paint new walls
Patch and paint existing walls to accommodate new openings
Paint entire new offices
Paint (3) HM Frames

ATTACHMENTS:

#	Budget Code	Description	Amount
1	Division 9-9001.C Painting / Pintura.Commitment	PCO#8 COR-08	$6,445.00
		Grand Total:	**$6,445.00**

HCS Inc. Commercial General Contractor
365 Wayside Dr.
Waco, Texas 76705

Southstone Development Group, LLC
1914 East 6th St Unit 6339
Austin, Texas 78762

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

Wilicks Construction LLC September 1, 2021

Proposal #2092
Reference: COR 08 – Wilco Justice Center

Wilicks Construction LLC is pleased to present a lump sum proposal for the following scope of work:

Demo Scope:
Set up dust partitions.
Demo ceiling grid, fer downs, and cut into existing walls.
Materials:
Six mil 100-foot roll of plastic: $150
4 rolls of painter tape: $38
Labor:
Apprentice Carpenter $22 h/r
Journeyman Carpenter $33h/r
Forman $35 h/r
32 hours at $90 h/r = $2880
Demo: $3068

Frame/dyrwall/ACT/Doors Scope:
Install new walls and rooms
Install new ceiling grid and ceiling tile.
Install new doors and frames.
Materials:
10 bundles of 15-foot 25-gauge metal studs $1665
35 pieces of 10-foot 25-gauge metal track $235
8 bags of R13 insulation $320
42 sheets of 12-foot 5/8 sheetrock $665
4 sheets of 8-foot 1/2 sheetrock $32
2 boxes of 15/16 main Ts $325
3 boxes of 15/16 four-foot Ts $245
1 box of 15/16 wall angle $105
9 boxes of 2x4 ceiling tile $1768
Labor:
Apprentice Carpenter $22 h/r
Journeyman Carpenter $33h/r
Forman $35 h/r
60 hours at $90 h/r =$5400
Installation: $10,760

Total project cost: $13,828

Customer agrees to pay the amount of any present, new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation or use of equipment which becomes effective after the date of this agreement. If customer claims any such taxes do not apply to Invoice covered by this agreement, customer shall provide Wilicks

Construction LLC with a tax exemption certificate acceptable to the applicable taxing authorities. **Prices are guaranteed for 30 days.**

Signature_____ Print_____

Please call if you have any questions or require any additional information.
Sincerely,
Wilicks Construction LLC
Stephen Williams
Owner

Wilicks Construction LLC
12400 W HWY 71 Ste. 350-239
Austin, TX 78738
Office 409-429-8616

M & C Electric Inc.

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
9/03/21

Wilco Justice Center
COR-08

General Contractor- HCS

COR-08, Pre-Trial Services

Nineteen Thousand Three Hundred Forty dollars and zero cents ($19,340.00)

Material:	$ 5,543.84
Labor:	$13,796.27
Total:	$19,340.11

Total CO: $19,340.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

Change Order#2

P&E Mechanical contractors LLC
TACLA52730C
Keeping Texas cool

5279 N. HWY 6 Waco TX 76712
Phone 254-218-2665
micaiah@pandemechanical.com

DATE:9/3/21

EXPIRATION DATE 30 DAYS FROM QUOTE

Project name: Williamson County Justice Center Remodel

Scope of work:
Demo existing duct and air devices per COR #08
Provide and install: Supply and return duct work, air devices and thermostats per COR #08

QTY	DESCRIPTION	PRICE
10	Demo labor	$550.00
	Air device and thermostats	$3,590.00
16	Air device install labor	$880.00
	Duct and insulation material	$2,428.00

16	Duct and insulation install labor	$880.00
	Total	$8,328.00
1	20% mark up	$1,665.60
		Total for above $9,993.60

Excludes:

Tax, roof work, ceiling demo, ceiling tile, controls conduit, structural modifications.

Payment is due on invoice

This is a quotation on the goods named, subject to the conditions noted below: [Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.]

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Regulated by the Texas Dept of Licensing and Regulation, P O Box 12157 Austin, TX 78711, 1-800-803-9202, 512-463-6599

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 27

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

Williamson County Justice Renovation
Project Title

1499-2929
Project No.

Provide 4-L5-20 twist lock receptacles for new IT on first floor.

Interim Change Auth. No. (if any)

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
M&C Electric	$7,385.00	HCS Inc. 10% O&P	$738.50	HCS Inc. 3% B&I	$221.55	$8,345.05
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$8,345.05**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** . . . . . .

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

10/4/21
Date

REVIEWED
By Tom Stanfield at 10:16 am, Oct 05, 2021

M & C Electric Inc. Williamson County Justice COR 7

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
7/23/21

General Contractor- HCS

Provide 4 L5-20 twist lock receptacles in new first floor IT room from generated power.

Seven Thousand Three Hundred Eighty Five dollars ($7,385.00)

Material:	$2,012.64
Labor:	$5,373.16
Total:	$7,385.80
Total CO	$7,385.00

Exclusions: Xray of floor

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 28

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

New Quad and Duplex in Coffee Room/Kitchen
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
M&C Electric	$11,139.00	HCS Inc. 10% O&P	$1,113.90	HCS Inc. 3% B&I	$334.17	$12,587.07
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$12,587.07**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

10/6/21
Date

REVIEWED
By Tom Stanfield at 12:52 pm, Oct 06, 2021

M & C Electric Inc. Williamson County Justice COR 29

PO Box 231
Taylor, TX 76574
Office 512-906-0023
Fax 512-926-8022
TECL# 24004
10/6/21

General Contractor- HCS

Provide 3 dedicated circuits for the break room in the District Clerk area for microwaves and toasters. Nearest panel with available circuits is panel L1 section 2

Eleven Thousand One Hundred Thirty Nine dollars ($11,139.00)

Material:	$3,369.68
Labor:	$7,770.20
Total:	$11,139.88

Total CO	$11,139.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 29

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

New Quad and Duplex in Coffee Room/Kitchen
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
P10 Floorscapes	$6,790.00	HCS Inc. 10% O&P	$679.00	HCS Inc. 3% B&I	$203.70	$7,672.70
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**. **$7,672.70**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME** **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

10/6/21
Date

REVIEWED
By Tom Stanfield at 12:56 pm, Oct 06, 2021

Change Order #8

Date August 31, 2021

Contractor: P10 Floorscapes
11701 Bee Cave Rd. Suite 208
Austin, TX 78738

Client: HCS Inc.
500 Shell Stone Trail
Georgetown, TX 78628

Project: WILCO
405 Martin Luther King Dr.
Georgetown, TX 78626

Description: This proposal includes all materials and labor to complete the following scope of work unless otherwise specified:

WILCO
Change Order #8

Services to include:

ADD:	Basement Pre Trial Remodel 164 sy cpt & 240 lf base	$6,790.00

TOTAL $ 6,790.00

Respectfully Submitted By,

Nick Provopulos M: 512.801.7710

We look forward to doing business with you.
Please notify P10 Floorscapes in writing if we are to proceed with this work.

Sign X _____ Date_____
HCS Inc.
Authorized Signature

CONTRACTOR

CHANGE PROPOSAL REQUEST (CPR)	NO. 30

Steinbomer
A/E

HCS Inc.
Contractor

1/28/21
Date of issuance

1499-2929
Project No.

Attic
Interim Change Auth. No. (if any)

Williamson County Justice Renovation
Project Title

Contractor to provide below detailed cost breakdown for proposed modification(s) of the work as described in Part A of the COR. Breakdown to incorporate quantities, unit costs, and extensions for materials and labor, including allowable markups for all additions/deductions to/from contract sum. (Additional data necessary to support itemized figures must be attached and identified below.) Contractor to submit proposal to Architect/Engineer within ____ days, and in no case more than 15 days.

COST BREAKDOWN SUMMARY / OR COST BREAKDOWN BELOW:

Trades:	Amount		Amount		Amount	
Willicks Construction	$6,568.00	HCS Inc. 10% O&P	$656.80	HCS Inc. 3% B&I	$197.04	$7,421.84
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
		HCS Inc. 10% O&P	$0.00	HCS Inc. 3% B&I	$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00
			$0.00		$0.00	$0.00

	Hours	Rate				
HCS Inc. Supervision	0	$65	$0.00			
HCS Inc. Proj. Mgmt.	0	$85	$0.00			
HCS Subtotal:			$0.00	15% Markup	$0.00	$0.00
				3% B&I	$0.00	

PROPOSED TOTAL (ADDITION) (DELETION) TO **CONTRACT AMOUNT**..... **$7,421.84**

PROPOSED REQUEST FOR (ADDITION) (DELETION) OF CALENDAR DAYS TO **CONTRACT TIME**..... **0**

The above proposal is submitted for consideration. The undersigned contractor understands and agrees that THIS IS A PROPOSAL and is validated only when included in a fully executed CHANGE ORDER to the Contract issued by Williamson County, and thereafter no additional time and/or amount adjustments to the Contract will be given for the Work covered by this COR beyond that shown above.

Steven Rosow
Contractor Name (typed or printed)

Contractor Signature

4/29/21
Date

ROUTING INFORMATION: See "ROUTING INFORMATION" at bottom of Part A of CHANGE ORDER REQUEST.

REVIEWED
By Tom Stanfield at 1:02 pm, Oct 06, 2021

Wilicks Construction LLC April 27, 2021

Proposal #5074
Reference: Williamson County Justice Center CO#9

Wilicks Construction LLC is pleased to present a lump sum proposal for the following scope of work:

(Quote #1)
Frame and sheet rock attic and add ACT at peak.

Material:

- 16 - 14/gauge metal studs	$ 232
- 16 - pieces of shiny 90	$ 64
- 2 boxes of sheetrock grid	$ 150
- 1 box of sheetrock mains	$ 120
- 20 - 8 foot pieces of drywall	$ 392
- 6 - 12 foot main T ACT grid 12 feet	$ 120
- 60 - 4 foot T bars	$ 250
- 1 bundle of ceiling wire	$ 40

Total Material = $1368

Labor:
1 apprentice carpenters $30/hr.
1 journeyman carpenter $45/hr.
1 Foreman $55/hr.

Total labor 40 hours at $130 = $5200

Total = $6,568

Customer agrees to pay the amount of any present, new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation or use of equipment which becomes effective after the date of this agreement. If customer claims any such taxes do not apply to Invoice covered by this agreement, customer shall provide Wilicks Construction LLC with a tax exemption certificate acceptable to the applicable taxing authorities. Prices are guaranteed for 90 days.

Signature_____ Print_____

Please call if you have any questions or require any additional information.
Sincerely,
Wilicks Construction LLC
Jackson Hicks
Owner

Wilicks Construction LLC
12400 W HWY 71 Ste. 350-239
Austin, TX 78738
Office 409-429-8616

Commissioners Court - Regular Session **39.**

Meeting Date: 10/19/2021

Owner Designated Representative for Tom Stanfield_LE Drop Center_Chasco

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action approving the appointment of Tom Stanfield, Williamson County Sr. Project Manager for Facilities, with general authority to approve change orders for the Agreement between Owner and Chasco Constructors, relating to the Williamson County LE Drop Center (418P) for any increase or decrease in cost of $50,000.00 or less in accordance with Section 262.031 of the Local Government Code – Changes in Plans and Specifications; and further authorize Tom Stanfield to sign non-contractual permit applications and payment applications associated with the construction of the project.

Background

Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00 (see below). Any change orders that are approved pursuant to this item will be placed on the Commissioners Court's Consent Agenda the following week so that they are acknowledged and made a part of the minutes.

Local Government Code Sec. 262.031. CHANGES IN PLANS AND SPECIFICATIONS. (b) If a change order involves an increase or decrease in cost of $50,000 or less, the commissioners court may grant general authority to an employee to approve the change orders. However, the original contract price may not be increased by more than 25 percent unless the change order is necessary to comply with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by 18 percent or more without the consent of the contractor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:35 AM
Form Started By: Wendy Danzoy		Started On: 10/11/2021 03:47 PM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **40.**

Meeting Date: 10/19/2021

Expo Improvements P562-SWA1 to WA4-Kleinfelder

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 1 to Work Authorization No. 4 under Williamson County Contract between Kleinfelder, Inc. and Williamson County, dated August 12, 2021, for On-Call Materials Testing and Geotechnical Services. Funding Source will be P562.

Background

This supplemental agreement is to increase the maximum amount payable to $6,840 for additional testing services required by the County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Kleinfelder SWA1 to WA4

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:42 AM
Form Started By: Wendy Danzoy		Started On: 10/12/2021 09:20 AM
Final Approval Date: 10/14/2021		

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 4

PROJECT: **Expo Center Various Improvements; Parks Bond A** ("Project")

PLANNER/ LANDSCAPE ARCHITECT: **Kleinfelder, Inc.** ("A/E")
Kelly Daniel, Operations Manager
11100 Metric Blvd., Suite 100
Austin, Texas 78758

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS SUPPLEMENTAL WORK AUTHORIZATION NO. 1 TO WORK AUTHORIZATION NO. 4, is made pursuant to the terms and conditions of the **On-Call Materials Testing and Geotechnical Services,** dated **May 5, 2020,** and becomes effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

The Planning, Design and Engineering Services provided by A/E under the Work Authorization are hereby modified as set forth in **Attachment A** of this Supplemental Work Authorization.

ARTICLE 2

The maximum amount payable to A/E for Basic Services under the Work Authorization is hereby **increased** from **Five Thousand, Five Hundred Dollars ($ 5,500)**, to **Six Thousand, Eight Hundred and Forty Dollars ($ 6,840)**, as set forth in **Attachment B** of this Supplemental Work Authorization. Payment to A/E for the services established under this Supplemental Work Authorization shall be made in accordance with the Agreement.

ARTICLE 3

The above referenced Work Authorization termination date shall not be modified in this Supplemental Work Authorization. The Planning, Design and Engineering Services set forth in **Attachment A** of this Supplemental Work Authorization shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization.

ARTICLE 4

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ARTICLE 5

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. A/E understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement. It is further understood and agreed by A/E that County shall have the right to terminate the Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 6

This Supplemental Work Authorization is hereby accepted and acknowledged below.

A/E:
Kleinfelder, Inc.

By: Kelly Daniel
Signature

Kelly Daniel
Printed Name

Operations Manager
Title

Date Signed: October 11, 2021

WILLIAMSON COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, architectural and engineering practices:

SCOPE OF WORK:

Williamson County Expo Center
5350 Bill Pickett Trail, Taylor, TX 76574
Precinct 4
Bond Program 2020-A
P-562

	ESTIMATED					ACTUALS		
Soils Observation and Testing Services	**# Trips (ea)**	**Hrs Trip (ea)**	**Total hrs**	**Rate**	**Cost**	**Total hrs**	**Rate**	**Cost**
Field Tech Time (onsite only, 2-hr minimum)	3	3	9	$60.00	$540.00	16.5	$60.00	$990.00
Field Nuclear Density Test			18	$28.00	$504.00	49	$28.00	$1,372.00
Field Tech Time (proctor pick up)	1	3	3	$60.00	$180.00	6	$60.00	$360.00
Soils Laboratory Testing			**Total (ea)**			**Total (ea)**		
Moisture Density Relationship (D698) Compaction Test			3	$240.00	$720.00	3	$240.00	$720.00
Atterberg Limits (Liquid and Plastic Limits) (TEX-104, 105, 106-E)			3	$79.00	$237.00	3	$79.00	$237.00
Sieve Analysis (TEX-110-E)			2	$85.00	$170.00	3	$85.00	$255.00
Vehicle/Round Trip Charge	4		4	$50.00	$200.00	4	$50.00	$200.00
Hot Mix Asphalt testing								
Technician- Field Tech Time (on-site only, 2-hr minimum)	1	8	8	$60.00	$480.00	7.75	$60.00	$465.00
Field Nuclear Density Test			12	$28.00	$336.00	8	$28.00	$224.00
	(weeks)	**(hours)**	**(hours)**			**(hours)**		
Project Manager - Project Management/Review	3	0.75	2.25	$145.00	$326.25	9.25	$145.00	$1,341.25
Administrator	3	0.5	1.5	$67.00	$100.50	8.25	$67.00	$552.75
Project Administrator	3	0.5	1.5	$82.00	$123.00	1.5	$82.00	$123.00
							Actuals total	**$ 6,840.00**
							WA Total:	**$ 5,500.00**
							CO:	**$ 1,340.00**

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**1,340**	100%
100%	**Kleinfelder, Inc.**	**$**	**1,340**	

Phase VI - CONSTRUCTION MATERIALS AND TESTING	**$**	**1,340**	100%
Kleinfelder, Inc.	$	1,340	
[Subconsultant #1]	$	-	

Commissioners Court - Regular Session **41.**

Meeting Date: 10/19/2021

Expo Concessions P475-Contract Amendment 2-Alliance Engineering

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment 2 to Williamson County Contract for Engineering Services between Williamson County and Alliance Engineering Group, Inc. relating to the Expo Concessions and Restrooms Project (P475).

Background

This amendment increases the compensation cap by $1,108, from $50,224 to $51,332. The additional funds will allow for execution of Supplemental Work Authorization 3 to Work Authorization 2 for the Expo Concessions and Restrooms (P475).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance Contract Amendment 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:43 AM
Form Started By: Wendy Danzoy		Started On: 10/12/2021 09:24 AM
Final Approval Date: 10/14/2021		

CONTRACT AMENDMENT NO. 2

TO

WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

This Contract Amendment No. 2 to Williamson County Contract for Engineering Services ("Amendment No. 2") is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, Inc. (the "Firm").

RECITALS

WHEREAS, the County and the Firm previously executed that certain Contract for Engineering Services (the "Contract"), being dated effective September 19, 2019, wherein Firm agreed to perform certain professional engineering services in connection with the Expo Pavilion (P474) and Expo Concessions and Restrooms (P475) ("Project");

WHEREAS, the "Compensation Cap" under Article 5 of the Contract originally limited the maximum amount payable under the Contract to $47,137.00; and

WHEREAS, the parties executed a Contract Amendment No. 1, which was dated effective September 15, 2020, in order to increase the Compensation Cap from $47,137.00 to $50,224.00

WHEREAS, it has become necessary to supplement, modify and amend the Contract an additional time in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Contract is supplemented, amended and modified as follows:

I. Amendment to Article 5 - Compensation Cap

The Compensation Cap under the Contract is hereby increased from the current amount of $50,224.00 to the amount of $51,332.00.

II. Terms of Contract Control and Extent of Amendment No. 2

All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the Firm have executed this Amendment No. 2, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
Alliance Engineering Group, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: WAYNE A. EDDINS	Printed Name: _____
Title: PRESIDENT	Title: _____
Date: 10/11 ____, 20 21	Date: _____ ____, 20____

Commissioners Court - Regular Session **42.**

Meeting Date: 10/19/2021

Expo Concessions P475-SWA3 to WA2

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Agreement No. 3 to Work Authorization No. 2 under Williamson County Contract between Alliance Engineering Group and Williamson County, dated September 17, 2019, for On-Call Materials Testing and Geotechnical Services. Funding Source will be P475.

Background

This supplemental agreement is to increase the maximum amount payable from $17,234 to $18,342 for additional testing services required by the County. Contract Termination date shall be modified to October 31, 2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance SWA#3 to WA#2_P475

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:43 AM
Form Started By: Wendy Danzoy		Started On: 10/12/2021 09:38 AM
Final Approval Date: 10/14/2021		

SUPPLEMENTAL NO. 3
TO
WORK AUTHORIZATION NO. 2

WILLIAMSON COUNTY PROJECT: Expo Concessions P475

This Supplemental No. 3 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated September 17, 2019 (the "Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Engineering Group, Inc. (the "Firm").

WHEREAS, the County and Firm executed Work Authorization No. 2 dated effective September 17, 2019 (the "WA No. 2");

WHEREAS, pursuant to the Contract, all amendments, changes and modifications to a fully executed Work Authorization must be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend the WA No. 2.

AGREEMENT

NOW, THEREFORE, premises considered, the County and Firm agree that the WA No. 2 shall be amended as follows:

I. **Extension.** The WA No. 2 termination date shall be modified to be October 31, 2021, and Firm's Services shall be completed on or before said date unless otherwise extended by an additional Supplemental Work Authorization.

II. **Compensation.** The maximum amount payable for Services under the WA No. 2, without modification, shall be increased from the prior amount of $17,234.00 to $18,342.00.

III. **Terms of Contract Control.** All other terms of the Contract and any prior amendments, Work Authorizations and Supplemental Work Authorizations thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Supplemental No. 3 to Work Authorization No. 2 to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
Alliance Engineering Group, Inc.	**Williamson County, Texas**
By: _____	By: _____
Printed Name: WAYNE A. EDDINS	Printed Name: _____
Title: PRESIDENT	Title: _____
Date: 10/12, 20 21	Date: _____, 20____

Commissioners Court - Regular Session **43.**

Meeting Date: 10/19/2021

Solicitation Advertising RFQ #22RFSQ33 Design and Construction Administration for Juvenile Justice Center Addition

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed qualifications for Design and Construction Administration for Juvenile Justice Center Addition under RFQ #22RFSQ33.

Background

Williamson County is seeking qualifications from experienced firms to provide professional Architectural/Engineering (also referred to herein as “A/E”) design services and construction administration services for the Juvenile Justice Center Addition.
At a minimum, the technical areas of service required: architectural, landscape architectural, civil engineering, structural engineering, mechanical engineering, and electrical engineering professional services. Williamson County intends to construct a new, approximately 69,000 square foot, two-story addition to the Juvenile Justice Center to house education, specialized housing, visitation, and recreation facilities. The project includes all utilities, drainage, parking, roadways, landscaping, and walkways necessary to complete the project. Dale Butler Trenton Jacobs are the point of contact and the funding source: P578 (TANS) approved for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 02:39 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:49 AM
Form Started By: Johnny Grimaldo		Started On: 10/13/2021 11:19 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **44.**

Meeting Date: 10/19/2021

Correction to Award List RFQ #21RFSQ2 Design or Engineer Services for Minor County Building Projects

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on correcting the spreadsheet for RFQ #21RFSQ2 Design or Engineer Services for Minor County Building Projects to include Henderson Professional Engineers to the recommended firms attached for a period of five (5) years on an as-needed basis.

Background

Williamson County approved the list of firms to be awarded on the Commissioners' Court agenda dated 10.05.2021, item no. 44. Henderson Professional Engineers was left out due to a typo. Attached is the corrected sheet for the Civil Engineering section.
The awarded pool of professionals will be valid for five (5) years with yearly review for possible addition or removal of firms. Professional Service Agreements (PSA) will be contracted on an as-needed basis and will be presented to court for approval at that time. Budgeted amounts will vary as various line items, and project numbers may be used. Trenton Jacobs is the point of contact.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Henderson Professional Engineers

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 10:41 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:50 AM
Form Started By: Johnny Grimaldo		Started On: 10/13/2021 12:15 PM
Final Approval Date: 10/14/2021		

Firm	Non-Debarment	Total Score	Service - Primary	Service - Other	Q1 - Registered?	Q2 -Exp in CenTex?	Q3 -Exp of Staff	Q4 - Ex
Baeza Engineering		80	Civil		Pass	20	20	2
Gessner Engineering		80	Civil	Struct / Geotech	Pass	20	20	2
Henderson Professional Engineers		80	Civil		Pass	20	20	2
Parkhill, Smith & Cooper	missing	71	Civil	Arch / Struct / Environ	Pass	17	17	1
Riley Mountain Engineering		80	Civil		Pass	20	20	2
Steger Bizzell		80	Civil		Pass	20	20	2
Sunland Group		85	Civil	Arch / Struct / Environ	Pass	24	17	2
Wallis Engineering Group		80	Civil		Pass	20	20	2

Exp of PM	Q5 - Perf on Govn Proj?
20	20
20	20
20	20
17	20
20	20
20	20
24	20
20	20

Commissioners Court - Regular Session **45.**

Meeting Date: 10/19/2021

Solicitation Advertisement #22IFB30 IFB Tree Limb Chipping Services

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Tree Limb Chipping Services under IFB #22IFB30.

Background

Williamson County is seeking qualified companies to provide experienced tree limb chipping crews and equipment to chip tree limbs that have been cut by County crews in County right of way, and remove/dispose of the chips. Estimated budget amount is $176,000.00 for FY 22. Department point of contact is Terron Evertson. Funding source is 01.0200.0210.003541.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 02:22 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:21 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:39 PM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **46.**

Meeting Date: 10/19/2021

Solicitation Advertisement #22IFB31 IFB Rubber-Asphalt Crack Sealer

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Rubber-Asphalt Crack Sealer under IFB #22IFB31.

Background

Williamson County is seeking qualified companies to provide Rubber-Asphalt Crack Sealer per Item 300, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014. Estimated budget amount is $75,000.00 for FY 22. Department point of contact is James Williams. Funding source 01.0200.0210.003550.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 02:21 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:20 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:39 PM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **47.**

Meeting Date: 10/19/2021

Solicitation Advertisement IFB #22IFB34 Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for IFB #22IFB34 Tradesman's Industrial Park and 79 Business Park Milling, Sealing and Overlay.

Background

Williamson County is seeking qualified Contractors to provide materials, experienced milling, sealing, overlay, striping, and equipment to resurface Tradesman's Industrial Park and 79 Business Park. Estimated budget contract amount is $876,127.00. Terron Evertson is the Road and Bridge Department contact. This expenditure will be charged to 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 07:09 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:22 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:39 PM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **48.**

Meeting Date: 10/19/2021

Atlas Technical Consultants 3412 WA1 SA4 On Call Materials Testing

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 4 to Work Authorization No 1 under Williamson County Contract between Atlas Technical Consultants, LLC and Williamson County dated April 23, 2020 for On Call Materials Testing & Geotechnical Engineering Services. Funding source: 01.0200.0210.004160.

Background

This supplemental is to increase the maximum amount payable to $180,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Atlas Technical Consultants 3412 WA1 SA4 On Call Materials Testing

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/13/2021 10:56 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:48 AM
Form Started By: Vicky Edwards		Started On: 10/13/2021 10:21 AM
Final Approval Date: 10/14/2021		

SUPPLEMENTAL WORK AUTHORIZATION NO. _4__
TO
WORK AUTHORIZATION NO. _1___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
On Call Materials Testing & Geotechnical Engineering Services

This Supplemental Work Authorization No. __4_ to Work Authorization No. __1__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **April 23, 2020** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Atlas Technical Consultants, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. __1__ dated effective **June 2, 2020** (the "Work Authorization");

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

I. The maximum amount payable for services under the Work Authorization is hereby increased from **$130,000.00** to **$180,000.00**. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County's payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

IN WITNESS WHEREOF, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

FIRM:	**COUNTY:**
By:	By: _____
Signature	Signature
Jimmy Baldwin	Bill Gravell, Jr.
Printed Name	Printed Name
Project Manager	Williamson County Judge
Title	Title
10/13/21	
Date	Date

Attachment C - Work Schedule

Atlas Technical Consultants, LLC will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session **49.**

Meeting Date: 10/19/2021

Alliance 1711-206 WA8 CR 130 Roadway Schematic

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 8 in the amount of $100,457.00 to expire on December 31, 2022 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Roadway Schematic on CR 130 from FM 1660 to CR 131. Funding source: 01.0200.0210.004100.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 1711-206 WA8 CR 130 Roadway Schematic

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/14/2021 08:52 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:53 AM
Form Started By: Vicky Edwards		Started On: 10/13/2021 10:29 AM
Final Approval Date: 10/14/2021		

WORK AUTHORIZATION NO. 8

PROJECT: Engineering Design Services for Roadway Schematic on CR 130 from FM 1660 to CR 131

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 6, 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$100,457.00.**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **December 31, 2022**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2021.

ENGINEER:	COUNTY:
Alliance Transportation Group	Williamson County, Texas
By:	By: _____
Signature	Signature
Clint Jumper	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Please see next page.

Attachment A

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review, and oversight
- Topographic and R.O.W. Surveys
- Geotechnical investigations, data, and reports
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating, and evaluating bids after bid opening, and providing recommendation of award of contract
- Construction oversight, administration, and management

Attachment B - Services to be Provided by Engineer

Please see next pages.

Attachment B

Services to be Provided by the Engineer

Project Location:

CR 130 from FM 1660 to CR 131 ~ approximately 3 miles

Task 1: Project Management

1.1 Attend Progress Review Meetings with County Road & Bridge Department at Kickoff (DSR), 50%, 90% and Final

1.2 Prepare monthly progress reports and invoices

1.3 Subconsultants - OMITTED

1.3 Maintain project schedule and perform QA/QC of Deliverables at Preliminary Engineering, 50%, 90% and FINAL

Task 2: Topographic and R.O.W Surveys

N/A - To be provided by the County

Task 3: Preliminary Engineering

3.1 Conduct Site Visit and Field Reconnaissance

3.2 Data Collection of available CR 130 as-builts, previously prepared drainage studies, adopted land use maps and traffic plans, and GIS information to document existing conditions

3.3 Prepare and submit to the County for their review and approval a preliminary Design Summary Report (DSR) to establish project basic features and design criteria

3.4 Develop Conceptual Schematic Layout on scroll plot (1”=200’ Full Scale plot) reflecting ROW/Property Base Map information, roadway centerline, Typical Sections and existing drainage features

3.5 Prepare Preliminary Cross-Sections (50’ interval)

3.6 Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 5-yr, 10-yr, and 25-yr storm events for proposed parallel and cross-drainage preliminary design

Task 4: Geotechnical Investigations

N/A - To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering

N/A

Task 9: Bidding Phase Services

N/A

Task 10: Construction Phase Services

N/A

Deliverables:

Kickoff DSR Submittal:

- 2 paper copies of Design Summary Report (DSR)
- Kickoff meeting documents and meeting notes

Preliminary Engineering 50% Submittal:

- 2 paper copies of Conceptual Schematic Layout scroll plot (1”=200’ Full Scale plot)
- Draft preliminary Cross-Sections (50’ interval)
- Draft preliminary drainage analysis report

Preliminary Engineering 90% Submittal:

- 2 paper copies of Conceptual Schematic Layout scroll plot (1”=200’ Full Scale plot)
- Draft Final preliminary Cross-Sections (50’ interval)
- Draft Final preliminary drainage analysis report

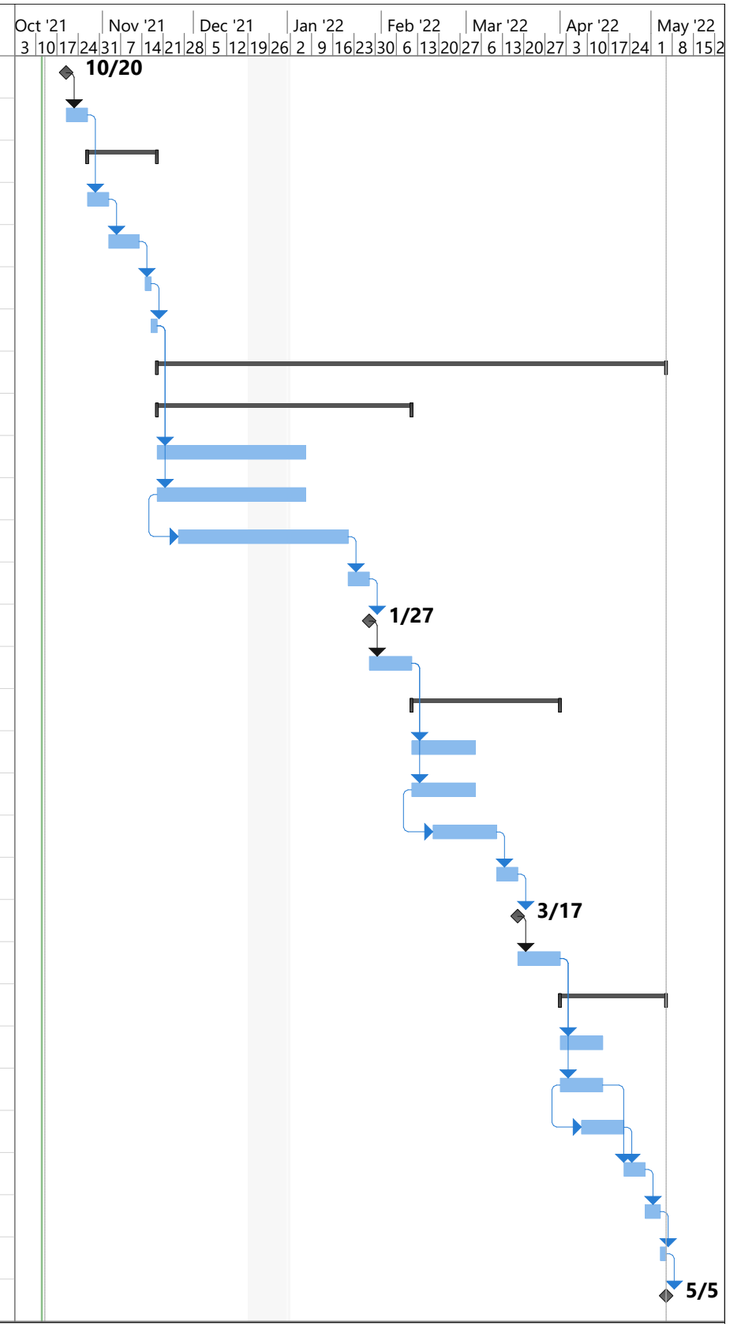
Preliminary Engineering Final Submittal:

- 2 paper copies of Conceptual Schematic Layout scroll plot (1”=200’ Full Scale plot)
- Final preliminary Cross-Sections (50’ interval)
- Final preliminary drainage analysis report
- Engineer’s internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD
- Electronic native Microstation Design files

Attachment C - Work Schedule

Please see next page.

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
1		CR 130 from FM 1660 to CR 131 - Notice to Proceed	0 days	Wed 10/20/21	Wed 10/20/21		2
2		Detailed Survey (provided by others)	5 days	Wed 10/20/21	Tue 10/26/21	1	4
3		**Task 3: CR 130 Preliminary Engineering**	**17 days**	**Wed 10/27/21**	**Thu 11/18/21**		
4		Site visit and Field Recon	5 days	Wed 10/27/21	Tue 11/2/21	2	5
5		Data Collection	8 days	Wed 11/3/21	Fri 11/12/21	4	6
6		Design Summary Report	2 days	Mon 11/15/21	Tue 11/16/21	5	7
7		Kickoff meeting (Confirm Project Goals, DSR)	2 days	Wed 11/17/21	Thu 11/18/21	6	10,11
8		**Task 3: CR 130 Schematic Development**	**110 days**	**Fri 11/19/21**	**Thu 5/5/22**		
9		**50% Deliverable**	**50 days**	**Fri 11/19/21**	**Thu 2/10/22**		
10		Conceptual Schematic Layout	25 days	Fri 11/19/21	Thu 1/6/22	7	
11		Preliminary Cross-Sections	25 days	Fri 11/19/21	Thu 1/6/22	7	12SS+5 days
12		Preliminary Drainage Analysis	30 days	Fri 11/26/21	Thu 1/20/22	11SS+5 days	13
13		QC/QA	5 days	Fri 1/21/22	Thu 1/27/22	12	14
14		Submit 50% Preliminary Engineering Deliverable	0 days	Thu 1/27/22	Thu 1/27/22	13	15
15		WILCO Review	10 days	Fri 1/28/22	Thu 2/10/22	14	17,18
16		**90% Deliverable**	**35 days**	**Fri 2/11/22**	**Thu 3/31/22**		
17		Draft Final Conceptual Schematic Layout	15 days	Fri 2/11/22	Thu 3/3/22	15	
18		Draft Final Preliminary Cross-Sections	15 days	Fri 2/11/22	Thu 3/3/22	15	19SS+5 days
19		Draft Final Preliminary Drainage Analysis	15 days	Fri 2/18/22	Thu 3/10/22	18SS+5 days	20
20		QC/QA	5 days	Fri 3/11/22	Thu 3/17/22	19	21
21		Submit 90% Preliminary Engineering Deliverable	0 days	Thu 3/17/22	Thu 3/17/22	20	22
22		WILCO Review	10 days	Fri 3/18/22	Thu 3/31/22	21	25,24
23		**Final Deliverable**	**25 days**	**Fri 4/1/22**	**Thu 5/5/22**		
24		Final Conceptual Schematic Layout	10 days	Fri 4/1/22	Thu 4/14/22	22	
25		Final Preliminary Cross-Sections	10 days	Fri 4/1/22	Thu 4/14/22	22	27,26SS+5 days
26		Final Preliminary Drainage Analysis	10 days	Fri 4/8/22	Thu 4/21/22	25SS+5 days	27
27		QC/QA	5 days	Fri 4/22/22	Thu 4/28/22	25,26	28
28		Submit Final Preliminary Engineering Deliverable	3 days	Fri 4/29/22	Tue 5/3/22	27	29
29		WILCO Review	2 days	Wed 5/4/22	Thu 5/5/22	28	30
30		Project Completion submittal of Final electronic files	0 days	Thu 5/5/22	Thu 5/5/22	29	



Project: Durham Park Blank
Date: Tue 10/12/21

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Attachment D - Fee Schedule

Please see next pages.

Williamson County Small Drainage & Roadway Design (1711-206) - WA08
Attachment D
CR 130 from FM 1660 to CR 131 ~ approximately 3 miles

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
1.1 Progress Review Meetings (4 meetings: Kickoff, 50%, 90% & Final)			9				5					**14**
1.2 Invoicing and Progress Reports (12 months)			10							16	12	**38**
1.3 Subconsultants												
1.41 QA/QC of Kickoff DSR		16	8	8			8					**40**
1.42 QA/QC of Deliverables at 50%		12	8	4			4					**28**
1.43 QA/QC of Deliverables at 90%		10	8	4			4					**26**
1.44 QA/QC of Deliverables at FINAL		10	4	4			4					**22**
Labor Hours Subtotal	0	48	47	20	0	0	25	0	0	16	12	**168**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ 11,712.00**	**$ 10,810.00**	**$ 4,200.00**	**$ -**	**$ -**	**$ 2,875.00**	**$ -**	**$ -**	**$ 1,664.00**	**$ 1,020.00**	**$ 32,281.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 2: Topographic and R.O.W. Surveys												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
3.1 3.1Conduct Site Visit and Field Reconnaissance				12		20						**32**
3.2 Data Collection				12			30					**42**
3.3 Design Summary Report (DSR)			12				20					**32**
3.4 Conceptual Schematic Layout scroll plot (1"=200' Full Scale plot)			16			20	50					**86**
3.5 Cross-Sections (50' intervals)			16			40	100					**156**
3.6 Preliminary Drainage Analysis												
Delineate Drainage Area				13			25					**38**
Calculate Peak Stormwater Runoff Rates (5 yr, 10 yr, 25 yr)				18			40					**58**
Labor Hours Subtotal	0	0	44	55	0	80	265	0	0	0	0	**444**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ 10,120.00**	**$ 11,550.00**	**$ -**	**$ 12,800.00**	**$ 30,475.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,945.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 4: Geotechnical Investigation												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 5: Environmental Studies												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 6: Utility Coordination												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 7: FEMA Coordination												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 8: Final Engineering (8 Roads) (50%, 90% & Final Submittals)												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 9: Bidding Phase Services												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 10: Construction Phase Services												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

DESCRIPTION											TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management											**168**	**$ 32,281.00**
Task 2: Topographic and R.O.W. Surveys											**0**	**$ -**
Task 3: Preliminary Engineering											**444**	**$ 64,945.00**
Task 4: Geotechnical Investigation											**0**	**$ -**
Task 5: Environmental Studies											**0**	**$ -**
Task 6: Utility Coordination											**0**	**$ -**
Task 7: FEMA Coordination											**0**	**$ -**
Task 8: Final Engineering (8 Roads) (50%, 90% & Final Submittals)											**0**	**$ -**
Task 9: Bidding Phase Services											**0**	**$ -**
Task 10: Construction Phase Services											**0**	**$ -**
SUBTOTAL LABOR COST											**612**	**$ 97,226.00**

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	$ 0.535		$ -
Standard Postage - Letter	each	$ 0.50		$ -
Certified Letter Return Receipt	each	$ 6.70		$ -
Overnight Mail - Letter Size	each	$ 25.00		$ -
Overnight Mail - Oversized Box	each	$ 30.00		$ -
Courier Services	each	$ 50.00		$ -
Photocopies B/W (8 1/2" x 11")	each	$ 0.25		$ -
Photocopies B/W (11" x 17")	each	$ 0.50	600	$ 300.00
Photocopies Color (8 1/2" x 11")	each	$ 1.00	50	$ 50.00
Photocopies Color (11" x 17")	each	$ 2.00		$ -
Plots (B/W on Bond)	square foot	$ 6.00		$ -
Plots (Color on Bond)	square foot	$ 8.00	360	$ 2,880.00
CDs	each	$ 0.50	2	$ 1.00
SUBTOTAL DIRECT EXPENSES				**$ 3,231.00**

SUMMARY	
SUBTOTAL LABOR COST	**$ 97,226.00**
SUBTOTAL DIRECT EXPENSE	**$ 3,231.00**
TOTAL	**$ 100,457.00**

Commissioners Court - Regular Session **50.**

Meeting Date: 10/19/2021

Alliance 1711-206 WA9 Durham Park Ph 2A and 2B

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Work Authorization No 9 in the amount of $198,917.50 to expire on June 30, 2023 under Williamson County Contract for Engineering Services between Alliance Transportation Group and Williamson County dated March 6, 2018 for Engineering Design Services for Roadway and Drainage Improvements in Durham Park Subdivision Phase 2A and 2B. Funding source: P498.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Alliance 1711-206 WA9 Durham Park Ph 2A and 2B

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	10/14/2021 08:52 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:54 AM
Form Started By: Vicky Edwards		Started On: 10/13/2021 10:43 AM
Final Approval Date: 10/14/2021		

WORK AUTHORIZATION NO. 9

PROJECT: Engineering Design Services for Roadway and Drainage Improvements in Durham Park Subdivision Phase 2A and 2B

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **March 6, 2018** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Transportation Group** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$198,917.50**

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **June 30, 2023**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 2021.

ENGINEER:	COUNTY:
Alliance Transportation Group	Williamson County, Texas
By:	By: _____
Signature	Signature
Clint Jumper	Bill Gravell, Jr.
Printed Name	Printed Name
Senior Vice President	Williamson County Judge
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

Please see next page.

Attachment A

Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide:

- Project direction, review, and oversight
- Topographic and R.O.W. Surveys
- Geotechnical investigations, data, and reports
- ROW Documents and Drainage Reports
- Conducting pre-bid meeting, responding to contractor questions during bidding, tabulating, and evaluating bids after bid opening, and providing recommendation of award of contract
- Construction oversight, administration, and management

Attachment B - Services to be Provided by Engineer

Please see next pages.

Attachment B

Services to be Provided by the Engineer

Project Locations:

1. **Durham Park Subdivision Phase 2A – Cooks Crossing**
2. **Durham Park Subdivision Phase 2A – Mayeye Road**
3. **Durham Park Subdivision Phase 2A – Owen Pass**
4. **Durham Park Subdivision Phase 2A – Rowlett Road**
5. **Durham Park Subdivision Phase 2A – Shin Oak Lane**
6. **Durham Park Subdivision Phase 2B – Glasscock Rd**
7. **Durham Park Subdivision Phase 2B – Huling Bend**
8. **Durham Park Subdivision Phase 2B – Westfall Trail**

Task 1: Project Management

1.1 Attend Progress Review Meetings with County Road & Bridge Department at Kickoff (DSR), 50%, 90% and Final

1.2 Prepare monthly progress reports and invoices

1.3 Subconsultants - OMITTED

1.3 Maintain project schedule and perform QA/QC of Deliverables at Preliminary Engineering, 50%, 90% and FINAL

Task 2: Topographic and R.O.W Surveys

N/A - To be provided by the County

Task 3: Preliminary Engineering

3.1 Conduct Site Visit and Field Reconnaissance

3.2 Data Collection of available Durham Park Subdivision as-builts and GIS information to document existing conditions

3.3 Prepare and submit to the County for their review and approval a preliminary Design Summary Report (DSR) to establish project basic features and design criteria

3.4 Develop Conceptual Geometric Layout on scroll plot (1”=20’ H, 1”=2’ V) showing roadway horizontal and vertical geometry and proposed Typical Sections.

3.5 Prepare Preliminary Cross-Sections (50’ interval and Driveways).

3.6 Develop preliminary drainage analysis including delineation of drainage areas, calculation of peak stormwater runoff rates for 5-yr, 10-yr, and 25-yr storm events.

Task 4: Geotechnical Investigations

N/A - To be provided by the County

Task 5: Environmental Studies

N/A

Task 6: Utility Coordination

N/A

Task 7: FEMA Coordination

N/A

Task 8: Final Engineering (8 Roads)

Prepare final detailed design and PS&E for proposed improvements. Calculate ditch capacity and analyze driveway pipes as well cross culverts.

8.1 Plan Sheets:

- Title Sheet
- Estimate & Quantity Sheet
- Typical Sections
- Horizontal and Vertical Alignment Data Sheets
- Project Layout
- Drainage Area Map
- Hydraulic Calculations
- Erosion Control Plan
- TCP Narrative
- TCP Layouts
- TCP Details
- Utility Conflicts
- Driveway Details
- Driveway Summary
- Roadway Plan & Profile (1"=50')
- Miscellaneous Roadway Details
- Cross Culvert Layouts
- Cross Sections (50’ intervals and Driveways)
- Standards

8.2 Specifications

8.3 General Notes

8.4 Construction Cost Estimate

8.5 Construction Time Determination Schedule

Task 9: Bidding Phase Services

9.1 Prepare Bid-Tabs for processing by Purchasing Department.

Task 10: Construction Phase Services

10.1 Review shop drawings and respond to contractor RFIs

10.2 Prepare electronic as-built final drawings for the County based on construction red-lines provided by the County

Deliverables:

50% Submittal:

- 2 paper copies of 11” x 17” 50% Plan Sheets
- Draft Specifications
- Draft General Notes
- Preliminary Construction Cost Estimate
- Engineer’s internal QA/QC marked up set

90% Submittal:

- 2 paper copies of 11” x 17” 90% Plan Sheets
- Draft Final Specifications
- Draft Final General Notes
- Draft Final Construction Cost Estimate
- Engineer’s internal QA/QC marked up set

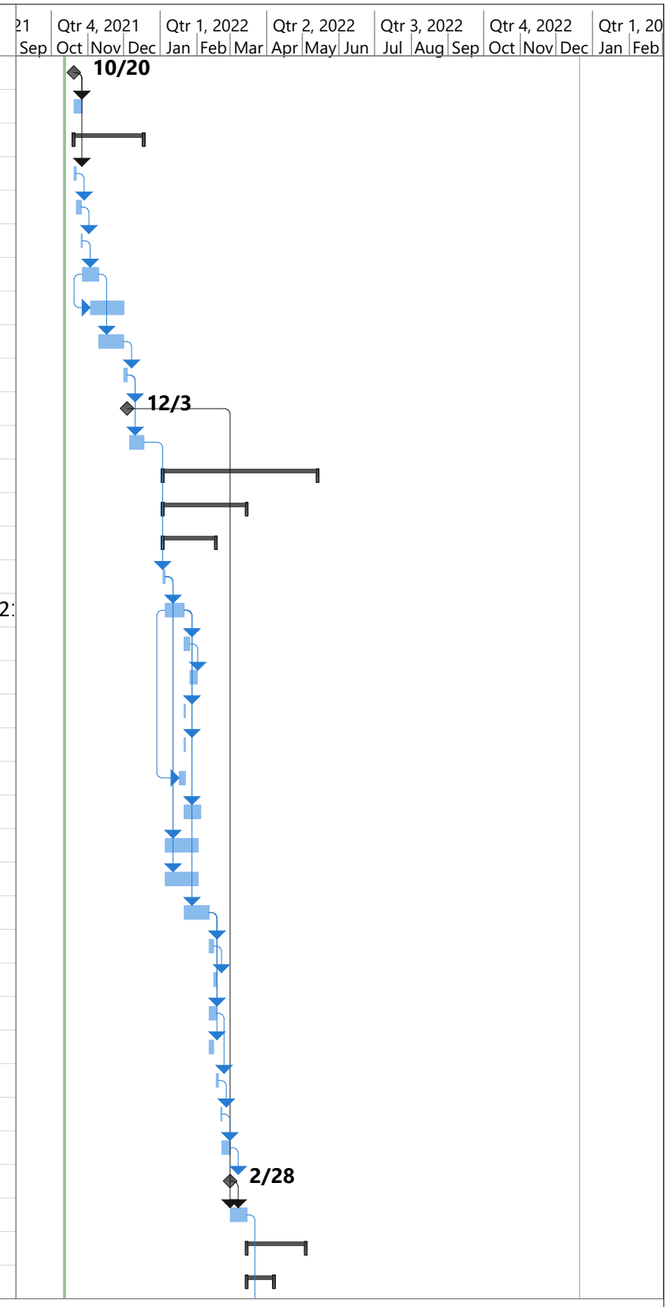
Final Submittal:

- 2 paper copies of 11” x 17” Final Plan Sheets
- Final Specifications
- Final General Notes
- Final Construction Cost Estimate
- Construction Time Determination Schedule
- Engineer’s internal QA/QC marked up set
- Electronic copy of submittal documents in PDF format on CD
- Electronic native Microstation Design files

Attachment C - Work Schedule

Please see next page.

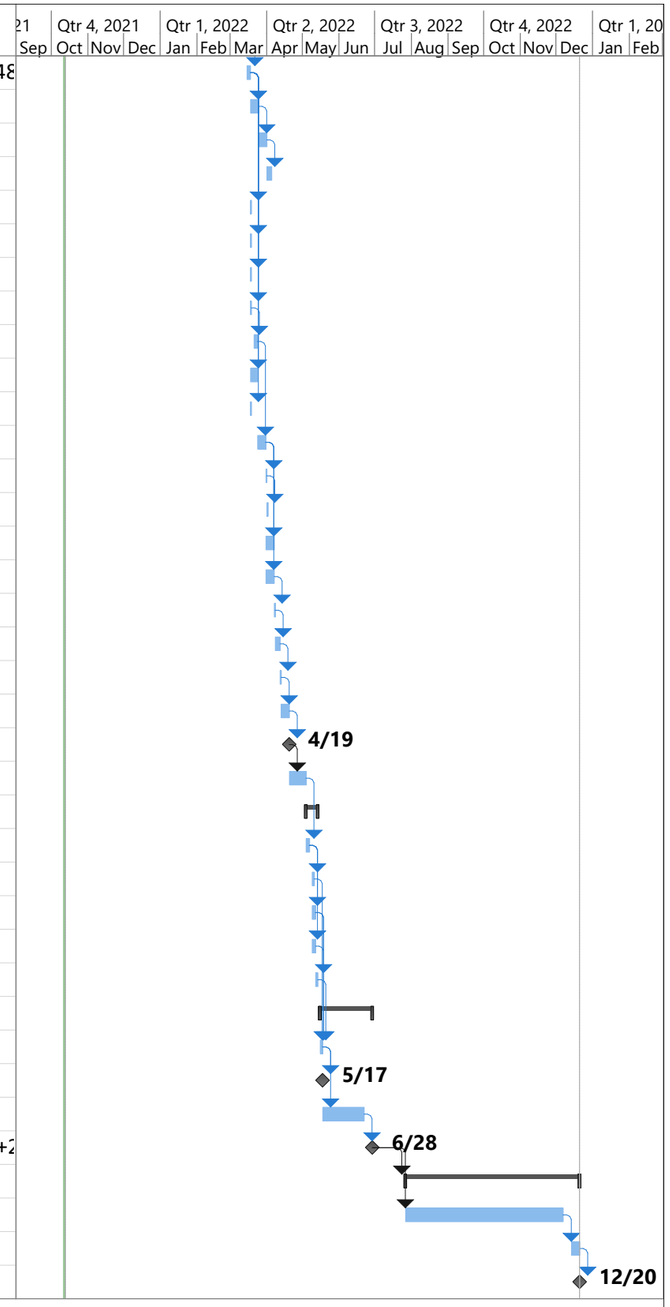
ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
1		Durham Park Subdivision- Notice to Proceed	0 days	Wed 10/20/21	Wed 10/20/21		2,4
2		Survey (by others)	5 days	Wed 10/20/21	Tue 10/26/21	1	
3		**Task 3: Preliminary Engineering**	**43 days**	**Wed 10/20/21**	**Fri 12/17/21**		
4		Site visit and Field Recon	2 days	Wed 10/20/21	Thu 10/21/21	1	5
5		Data Collection	2 days	Fri 10/22/21	Mon 10/25/21	4	6
6		Design Summary Report	1 day	Tue 10/26/21	Tue 10/26/21	5	7
7		Conceptual Geometric Layout	10 days	Wed 10/27/21	Tue 11/9/21	6	8SS+5 days,9
8		Preliminary Cross-Sections	20 days	Wed 11/3/21	Tue 11/30/21	7SS+5 days	
9		Preliminary Drainage Analysis	15 days	Wed 11/10/21	Tue 11/30/21	7	10
10		QC/QA	3 days	Wed 12/1/21	Fri 12/3/21	9	12,11
11		Submit Preliminary Engineering Deliverable	0 days	Fri 12/3/21	Fri 12/3/21	10	35
12		WILCO Review	10 days	Mon 12/6/21	Fri 12/17/21	10	16
13		**Task 8: Final Engineering (8 Roads)**	**95 days**	**Mon 1/3/22**	**Fri 5/13/22**		
14		**50% PS&E**	**51 days**	**Mon 1/3/22**	**Mon 3/14/22**		
15		**50% Plan Sheets**	**33 days**	**Mon 1/3/22**	**Wed 2/16/22**		
16		Address WILCO Review Comments	2 days	Mon 1/3/22	Tue 1/4/22	12	17,24,25
17		Roadway Model	12 days	Wed 1/5/22	Thu 1/20/22	16	22SS+8 days,26,20,2
18		Drainage Area Maps	3 days	Fri 1/21/22	Tue 1/25/22	17	19
19		Hydraulic Calculations	4 days	Wed 1/26/22	Mon 1/31/22	18	
20		Title Sheet	1 day	Fri 1/21/22	Fri 1/21/22	17	
21		Project Layout	1 day	Fri 1/21/22	Fri 1/21/22	17	
22		Typical Sections	5 days	Mon 1/17/22	Fri 1/21/22	17SS+8 days	
23		TCP Narrative, Layouts & Details	10 days	Fri 1/21/22	Thu 2/3/22	17	
24		Erosion Control Plan	20 days	Wed 1/5/22	Tue 2/1/22	16	
25		Utility Conflicts	20 days	Wed 1/5/22	Tue 2/1/22	16	
26		Roadway Plan & Profile (1"=50')	15 days	Fri 1/21/22	Thu 2/10/22	17	29,27,30
27		Miscellaneous Roadway Details	2 days	Fri 2/11/22	Mon 2/14/22	26	28
28		Driveway Details & Summary	2 days	Tue 2/15/22	Wed 2/16/22	27	
29		Cross Culvert Layouts	4 days	Fri 2/11/22	Wed 2/16/22	26	31
30		Cross-Sections (50' intervals and driveways)	2 days	Fri 2/11/22	Mon 2/14/22	26	
31		Preliminary Specs and General Notes	2 days	Thu 2/17/22	Fri 2/18/22	29	32
32		Preliminary Construction Cost Estimate	1 day	Mon 2/21/22	Mon 2/21/22	31	33
33		QC/QA	5 days	Tue 2/22/22	Mon 2/28/22	32	34
34		Submit 50% PS&E	0 days	Mon 2/28/22	Mon 2/28/22	33	35
35		WILCO Review	10 days	Tue 3/1/22	Mon 3/14/22	34,11	38
36		**90% PS&E**	**36 days**	**Tue 3/15/22**	**Tue 5/3/22**		
37		**90% Plan Sheets**	**17 days**	**Tue 3/15/22**	**Wed 4/6/22**		



Project: Durham Park Blank
Date: Tue 10/12/21

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Successors
38		Address WILCO Review Comments	3 days	Tue 3/15/22	Thu 3/17/22	35	39,42,45,43,44,47,48
39		Roadway Model	5 days	Fri 3/18/22	Thu 3/24/22	38	40
40		Drainage Area Maps	5 days	Fri 3/25/22	Thu 3/31/22	39	41
41		Hydraulic Calculations	2 days	Fri 4/1/22	Mon 4/4/22	40	
42		Title Sheet	1 day	Fri 3/18/22	Fri 3/18/22	38	
43		Horizontal and Vertical Alignment Data Sheets	1 day	Fri 3/18/22	Fri 3/18/22	38	
44		Project Layout	1 day	Fri 3/18/22	Fri 3/18/22	38	
45		Typical Sections	1 day	Fri 3/18/22	Fri 3/18/22	38	46
46		TCP Narrative, Layouts & Details	3 days	Mon 3/21/22	Wed 3/23/22	45	49
47		Erosion Control Plan	4 days	Fri 3/18/22	Wed 3/23/22	38	
48		Utility Conflicts	1 day	Fri 3/18/22	Fri 3/18/22	38	
49		Roadway P&P	5 days	Thu 3/24/22	Wed 3/30/22	46	53,50,52
50		Miscellaneous Roadway Details	1 day	Thu 3/31/22	Thu 3/31/22	49	51
51		Driveway Details & Summary	1 day	Fri 4/1/22	Fri 4/1/22	50	
52		Cross Culvert Layouts	5 days	Thu 3/31/22	Wed 4/6/22	49	
53		Cross-Sections (50' intervals and driveways)	5 days	Thu 3/31/22	Wed 4/6/22	49	54
54		Draft Final Specs and General Notes	1 day	Thu 4/7/22	Thu 4/7/22	53	55
55		Draft Final Construction Cost Estimate	2 days	Fri 4/8/22	Mon 4/11/22	54	56
56		Draft Final Construction Time Determination Schedule	1 day	Tue 4/12/22	Tue 4/12/22	55	57
57		QC/QA	5 days	Wed 4/13/22	Tue 4/19/22	56	58
58		Submit 90% PS&E	0 days	Tue 4/19/22	Tue 4/19/22	57	59
59		WILCO Review	10 days	Wed 4/20/22	Tue 5/3/22	58	61
60		**Final PS&E Bid Package**	**8 days**	**Wed 5/4/22**	**Fri 5/13/22**		
61		Address 90% Comments	3 days	Wed 5/4/22	Fri 5/6/22	59	62,63,64
62		Final Specs and General Notes	2 days	Mon 5/9/22	Tue 5/10/22	61	67
63		Final Construction Cost Estimate	3 days	Mon 5/9/22	Wed 5/11/22	61	65,67
64		Final Construction Time Determination Schedule	3 days	Mon 5/9/22	Wed 5/11/22	61	67
65		QC/QA	2 days	Thu 5/12/22	Fri 5/13/22	63	67
66		**Task 9: Bidding Phase Services**	**32 days**	**Mon 5/16/22**	**Tue 6/28/22**		
67		Prepare Bid-Tabs	2 days	Mon 5/16/22	Tue 5/17/22	62,63,64,65	69,68
68		Submit Final PS&E Bid Package	0 days	Tue 5/17/22	Tue 5/17/22	67	
69		Bid Advertisement	25 days	Wed 5/18/22	Tue 6/21/22	67	70FS+5 days
70		**Bid Letting**	0 days	Tue 6/28/22	Tue 6/28/22	69FS+5 days	71FS+20 days,72FS+2
71		**Task 10: Construction Phase Services**	**105 days**	**Wed 7/27/22**	**Tue 12/20/22**	**70FS+20 days**	
72		10.1 Review shop drawings and respond to contractor RFIs	95 days	Wed 7/27/22	Tue 12/6/22	70FS+20 days	73FS+5 days
73		10.2 Project closeout, As-Builts and submittal of electronic files	5 days	Wed 12/14/22	Tue 12/20/22	72FS+5 days	74
74		Project Final Completion	0 days	Tue 12/20/22	Tue 12/20/22	73	



Project: Durham Park Blank
Date: Tue 10/12/21

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

Attachment D - Fee Schedule

Please see next pages.

Williamson County Small Drainage & Roadway Design (1711-206) - WA09
Attachment D
Durham Park Subdivision

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 1: Project Management												
1.1 Progress Review Meetings (4 meetings: Kickoff, 50%, 90% & Final)			9				3					**12**
1.2 Invoicing and Progress Reports (6 months)			8							8	8	**24**
1.3 Subconsultants (OMITTED)												**0**
1.41 QA/QC of Kickoff DSR and Deliverables at Preliminary Engineering		16	16	4			8					**44**
1.42 QA/QC of Preliminary Engineering 50% Deliverables		16	8	4			16					**44**
1.43 QA/QC of Preliminary Engineering 90% Deliverables		8	4	2			12					**26**
1.44 QA/QC of Preliminary Engineering Final Deliverables		4	2	2			8					**16**
Labor Hours Subtotal	0	44	47	12	0	0	47	0	0	8	8	**166**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ 10,736.00**	**$ 10,810.00**	**$ 2,520.00**	**$ -**	**$ -**	**$ 5,405.00**	**$ -**	**$ -**	**$ 832.00**	**$ 680.00**	**$ 30,983.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 2: Topographic and R.O.W. Surveys												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 3: Preliminary Engineering												
3.1 Site Visit & Field Recon				4		4						**8**
3.2 Data Collection				4			8					**12**
3.3 Design Summary Report (DSR)			4				4					**8**
3.4 Conceptual Geometric Layout and DSR												
Scroll Plot with Plan & Profile (H: 1"=20', V: 1"=2')			4			8	28					**40**
Typical Sections			2				4					**6**
3.5 Cross-Sections (50' intervals and driveways)			8			24	40					**72**
3.6 Preliminary Drainage Analysis												
Delineate Drainage Area				12			12					**24**
Calculate Peak Stormwater Runoff Rates (5 yr, 10 yr, 25 yr)				12			4					**16**
Labor Hours Subtotal	0	0	18	32	0	36	100	0	0	0	0	**186**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ 4,140.00**	**$ 6,720.00**	**$ -**	**$ 5,760.00**	**$ 11,500.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 28,120.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 4: Geotechnical Investigation												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 5: Environmental Studies												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 6: Utility Coordination												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 7: FEMA Coordination												
N/A												**0**
Labor Hours Subtotal	0	0	0	0	0	0	0	0	0	0	0	**0**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 8: Final Engineering (8 Roads) (50%, 90% & Final Submittals)												
8.1 Plan Sheets												**0**
Title Sheet			4	0		0	5					**9**
Estimate & Quantity Sheet			4	0		10	18					**32**
Typical Sections			5	0		9	12					**26**
Horizontal and Vertical Alignment Data Sheets			1	0		2	8					**11**
Project Layout			3	0		2	12					**17**
Drainage Area Map			0	21		0	33					**54**
Hydraulic Calculations			0	22		0	34					**56**
Traffic Control Plan Narrative			5	0		12	10					**27**
Traffic Control Plan Layouts			10	0		28	60					**98**
Traffic Control Plan Details			3	0		2	19					**24**
Erosion Control Plan			5	0		20	36					**61**
Utility Conflicts			4	0		20	48					**72**
Driveway Details			0	0		8	14					**22**
Driveway Summary			1	0		4	10					**15**
Roadway Plan & Profile (1"=50')			28	0		64	104					**196**
Cross Culvert Layouts (Assume 2)			0	10		0	29					**39**
Cross-Sections (50' intervals and Driveways)			0	4		24	56					**84**
Standards			0	0		2	2					**4**
8.2 Specifications			2	0		6	8					**16**
8.3 General Notes			2	0		4	0					**6**
8.4 Construction Cost Estimate			2	0		8	10					**20**
8.5 Construction Time Determination Schedule			1	0		6	0					**7**
			0	0		0	0					
Labor Hours Subtotal	0	0	80	57	0	231	528	0	0	0	0	**896**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ 18,400.00**	**$ 11,970.00**	**$ -**	**$ 36,960.00**	**$ 60,720.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 128,050.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 9: Bidding Phase Services												
9.1 Prepare Bid Tabs			8	8			16				2	**34**
Labor Hours Subtotal	0	0	8	8	0	0	16	0	0	0	2	**34**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ 1,840.00**	**$ 1,680.00**	**$ -**	**$ -**	**$ 1,840.00**	**$ -**	**$ -**	**$ -**	**$ 170.00**	**$ 5,530.00**

Task Description	Project Principal	Senior Project Manager	Project Manager	Hydraulic Engineer	Senior Engineer	Project Engineer	Engineer -In- Training	Senior Engineering Technician	Engineering Technician	Project Administrator	Clerical	Total Labor Hours & Costs
Task 10: Construction Phase Services												
10.1 Review Shop Drawings and RFIs (Assume 2 RFIs)			6				8				2	**16**
10.2 Project closeout, As-Builts and submittal of electronic files			4				16			2	2	**24**
Labor Hours Subtotal	0	0	10	0	0	0	24	0	0	2	4	**40**
Contract Labor Rate Per Hour	$ 265.00	$ 244.00	$ 230.00	$ 210.00	$ 205.00	$ 160.00	$ 115.00	$ 133.00	$ 92.00	$ 104.00	$ 85.00	
Labor Costs Subtotal	**$ -**	**$ -**	**$ 2,300.00**	**$ -**	**$ -**	**$ -**	**$ 2,760.00**	**$ -**	**$ -**	**$ 208.00**	**$ 340.00**	**$ 5,608.00**

DESCRIPTION											TOTAL MH BY TASK	TOTAL COST BY TASK
Task 1: Project Management											**166**	**$ 30,983.00**
Task 2: Topographic and R.O.W. Surveys											**0**	**$ -**
Task 3: Preliminary Engineering											**186**	**$ 28,120.00**
Task 4: Geotechnical Investigation											**0**	**$ -**
Task 5: Environmental Studies											**0**	**$ -**
Task 6: Utility Coordination											**0**	**$ -**
Task 7: FEMA Coordination											**0**	**$ -**
Task 8: Final Engineering (8 Roads) (50%, 90% & Final Submittals)											**896**	**$ 128,050.00**
Task 9: Bidding Phase Services											**34**	**$ 5,530.00**
Task 10: Construction Phase Services											**40**	**$ 5,608.00**
SUBTOTAL LABOR COST											**1322**	**$ 198,291.00**

DIRECT EXPENSES

Description	Unit	Cost/Unit	Quantity	Total Cost
Mileage	mile	$ 0.535		$ -
Standard Postage - Letter	each	$ 0.50		$ -
Certified Letter Return Receipt	each	$ 6.70		$ -
Overnight Mail - Letter Size	each	$ 25.00		$ -
Overnight Mail - Oversized Box	each	$ 30.00		$ -
Courier Services	each	$ 50.00		$ -
Photocopies B/W (8 1/2" x 11")	each	$ 0.25	150	$ 37.50
Photocopies B/W (11" x 17")	each	$ 0.50	600	$ 300.00
Photocopies Color (8 1/2" x 11")	each	$ 1.00		$ -
Photocopies Color (11" x 17")	each	$ 2.00		$ -
Plots (B/W on Bond)	square foot	$ 6.00		$ -
Plots (Color on Bond)	square foot	$ 8.00	36	$ 288.00
CDs	each	$ 0.50	2	$ 1.00
SUBTOTAL DIRECT EXPENSES				**$ 626.50**

SUMMARY	
SUBTOTAL LABOR COST	**$ 198,291.00**
SUBTOTAL DIRECT EXPENSE	**$ 626.50**
TOTAL	**$ 198,917.50**

Commissioners Court - Regular Session **51.**

Meeting Date: 10/19/2021

Final plat for the Rolling Meadows subdivision – Pct 4

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Rolling Meadows subdivision – Precinct 4.

Background

This subdivision consists of 29 single family lots, 2 right-of-way lots, 1 remainder lot and no new roads.

Timeline

2020-05-13 – initial submittal of the final plat
2019-06-12 – 1st review complete with comments
2020-06-29 – 2nd submittal of final plat
2020-07-14 – 2nd review complete with comments
2020-07-24 – 3rd submittal of final plat
2020-08-07 – 3rd review complete with minor comments
2020-08-10 – 4th submittal of final plat
2020-08-21 – 4th review complete with minor comments
2021-09-08 – 5th submittal of final plat
2021-09-09 – 5th review complete with comments cleared except completing construction
2021-10-12 – drainage construction complete
2021-10-14 – final plat placed on the October 19, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

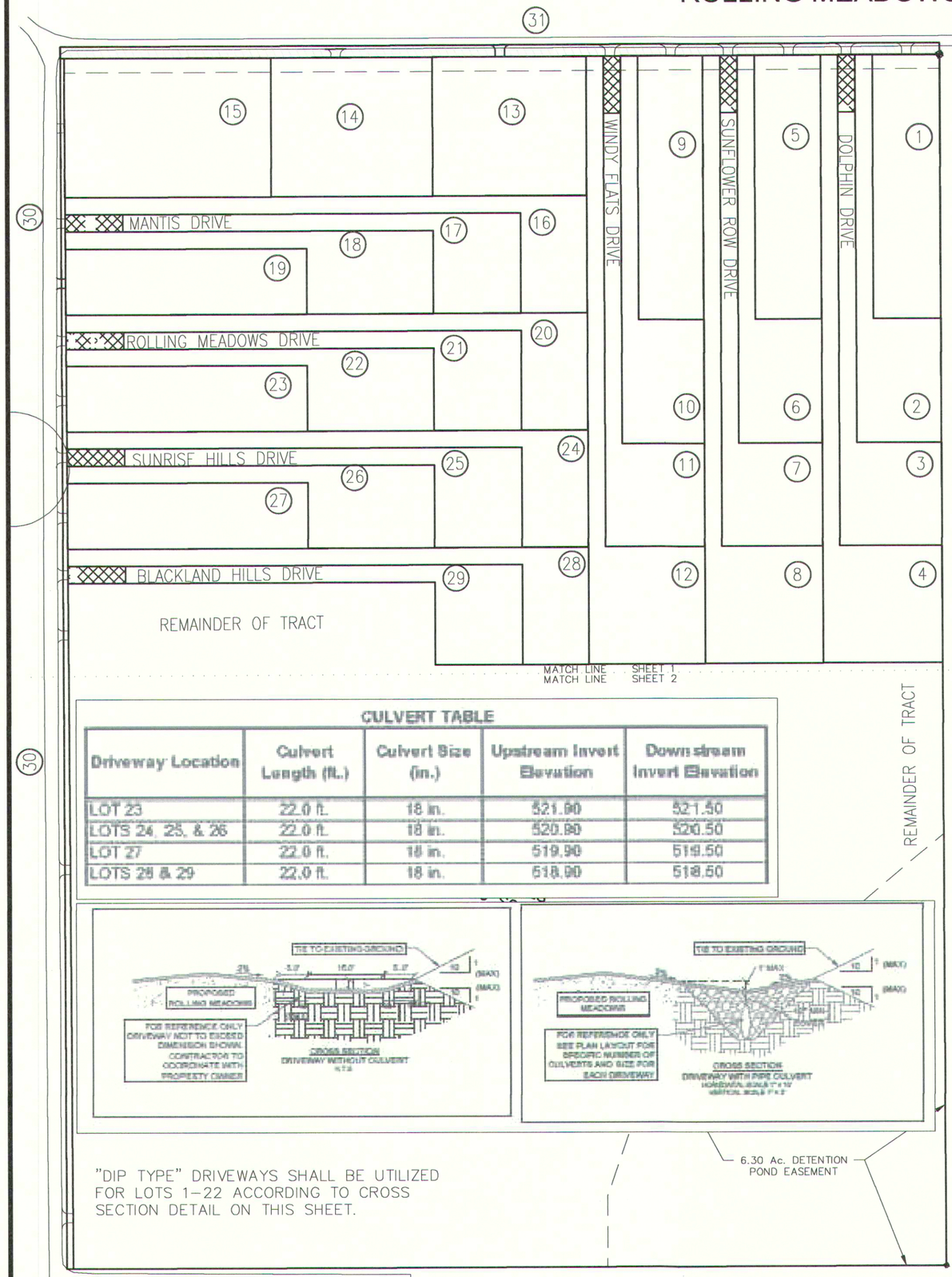
Attachments

final plat - Rolling Meadows

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:20 AM
Form Started By: Adam Boatright		Started On: 10/14/2021 11:14 AM
Final Approval Date: 10/14/2021		

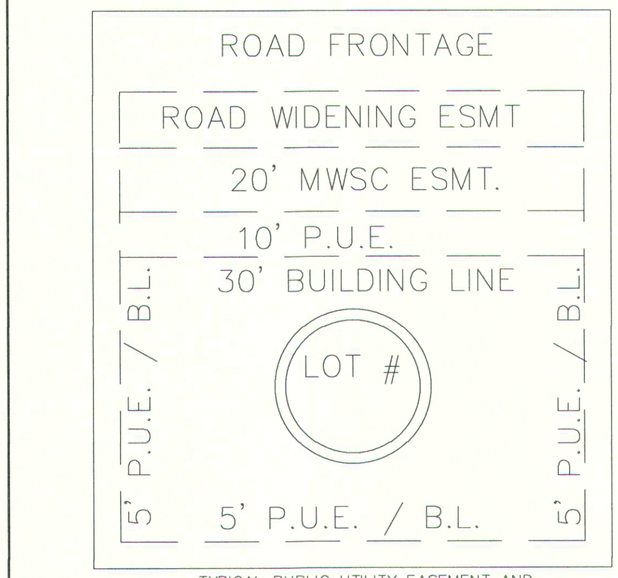
FINAL PLAT OF
ROLLING MEADOWS SUBDIVISION



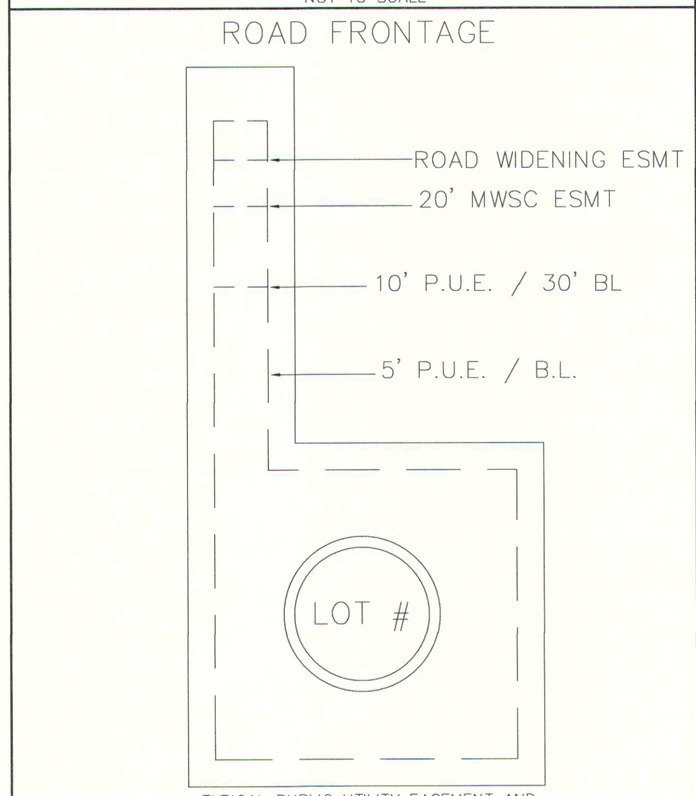
CULVERT TABLE

Driveway Location	Culvert Length (ft.)	Culvert Size (in.)	Upstream Invert Elevation	Downstream Invert Elevation
LOT 23	22.0 ft.	18 in.	521.90	521.50
LOTS 24, 25, & 26	22.0 ft.	18 in.	520.90	520.50
LOT 27	22.0 ft.	18 in.	519.90	519.50
LOTS 28 & 29	22.0 ft.	18 in.	518.90	518.50

"DIP TYPE" DRIVEWAYS SHALL BE UTILIZED FOR LOTS 1–22 ACCORDING TO CROSS SECTION DETAIL ON THIS SHEET.

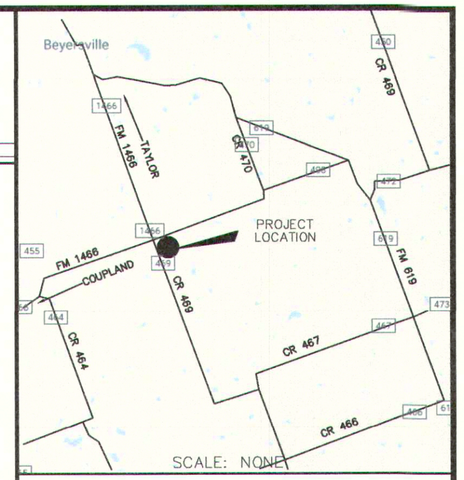


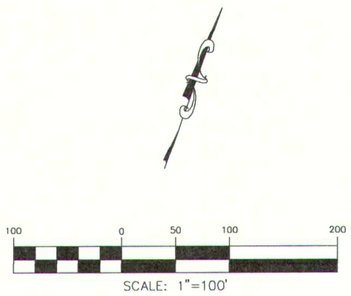
TYPICAL PUBLIC UTILITY EASEMENT AND BUILDING LINE LAYOUT FOR ALL LOTS NOT TO SCALE



TYPICAL PUBLIC UTILITY EASEMENT AND BUILDING LINE LAYOUT FOR ALL LOTS NOT TO SCALE

VICINITY MAP





YUPEL, LLC
MICHAEL F. HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

TOKA ENTERPRISES, LLC
KEJDA HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

LIEN HOLDER
ROCKET POINT, LLC
JORGE MARCIAL, MANAGER

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
1	07–22	ADDRESS COMMENTS 07.14.20	BLB

DRAWN BY: BM	CREW CHIEF: PT
SCALE: 1" =	APPROVED BY: BLB
PROJECT NO. 18–123	DATE: APRIL 27, 2020

8/6/2021 9:14 AM

SHEET 2 OF 6

FINAL PLAT OF ROLLING MEADOWS SUBDIVISION

"74.988 ACRES"
GENERAL WARRANTY DEED WITH VENDOR'S LIEN
– SANDRA MAROSKO WERNLI ET VIR & FRED W. MAROSKO ET UX
TO
YUPEL, LLC & TOKA ENTERPRISES, LLC
5-03-2018 DOC. NO. 2018039217 OPRWC

WILLIAM BYERLY SURVEY SURVEY, ABSTRACT NO. 60

LOT 31 TO BE DEDICATED TO WILLIAMSON COUNTY AS RIGHT-OF-WAY UPON APPROVAL OF PLAT 0.723 ACRE

LOT 30 TO BE DEDICATED TO WILLIAMSON COUNTY AS RIGHT-OF-WAY UPON APPROVAL OF PLAT 0.447 ACRE

COUNTY ROAD NO. 470

COUNTY ROAD NO. 469

LEGEND

BM	BENCHMARK
B.L.	BUILDING LINE SETBACK
P.U.E.	PUBLIC UTILTY EASEMENT
ESMT	EASEMENT
MWSC	MANVILLE WATER SUPPLY CORP.
OPRWC	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
ORWC	OFFICIAL RECORDS WILLIAMSON COUNTY
○	1/2" IRON ROD SET (CAPPED)
●	1/2" IRON ROD FOUND
ROW	ROAD WIDENING EASEMENT

SHEET 2 OF 6

"MAG" NAIL SET IN SURFACE OF C.R. 470
6" DIAMETER F.C. AT N.W.C.
"111.2 ACRES" BEARING
S 21° 21' 41" E, 20.63 FEET

"MAG" NAIL SET IN SURFACE OF C.R. 470

N68°38'19"E 359.20'

N68°38'19"E 1527.78'

S21°21'41"E 20.63'

S21°21'41"E 2138.19'

N21°21'41"W 2117.36'

24.1' FROM ℄ | 20.0' | 36.0' ROW WIDENING ESMT. | 24.0' FROM ℄ | 24.0' FROM ℄ | 23.0' FROM ℄ | 36.0' ROW WIDENING ESMT. | 23.6' FROM ℄

DRIVEWAY | SHARED DRIVEWAY

23.8' FROM ℄ | 20.0' | 26.0' FROM ℄ | 29.6' FROM ℄ | 30.8' FROM ℄ | 34.0' FROM ℄

34.0' ROW WIDENING ESMT.

MANVILLE WATER SUPPLY CORP. EASEMENT
PUBLIC UTILITY EASEMENT / B.L.

15	2.006 ACRES (87,395 SQ. FT.)	
14	1.568 ACRES (68,305 SQ. FT.)	
13	1.494 ACRES (65,084 SQ. FT.)	
9	1.190 ACRES (51,831 SQ. FT.)	
5	1.218 ACRES (53,044 SQ. FT.)	
1	1.239 ACRES (53,988 SQ. FT.)	
30		
19	1.105 ACRES (48,146 SQ. FT.)	
18	1.020 ACRES (44,445 SQ. FT.)	
17	1.052 ACRES (45,816 SQ. FT.)	
16	1.085 ACRES (47,280 SQ. FT.)	
10	1.027 ACRES (44,723 SQ. FT.)	
6	1.040 ACRES (45,293 SQ. FT.)	
2	1.050 ACRES (45,749 SQ. FT.)	
23	1.104 ACRES (48,087 SQ. FT.)	
22	1.020 ACRES (44,430 SQ. FT.)	
21	1.051 ACRES (45,801 SQ. FT.)	
20	1.085 ACRES (47,265 SQ. FT.)	
11	1.181 ACRES (51,459 SQ. FT.)	
7	1.192 ACRES (51,934 SQ. FT.)	
3	1.201 ACRES (52,319 SQ. FT.)	
27	1.103 ACRES (48,029 SQ. FT.)	
26	1.020 ACRES (44,415 SQ. FT.)	
25	1.051 ACRES (45,786 SQ. FT.)	
24	1.085 ACRES (47,250 SQ. FT.)	
12	1.544 ACRES (67,246 SQ. FT.)	
8	1.556 ACRES (67,785 SQ. FT.)	
4	1.566 ACRES (68,229 SQ. FT.)	
29	1.051 ACRES (45,771 SQ. FT.)	
28	1.084 ACRES (47,235 SQ. FT.)	

MANTIS DRIVE | ROLLING MEADOWS DRIVE | SUNRISE HILLS DRIVE | BLACKLAND HILLS DRIVE

WINDY FLATS DRIVE | SUNFLOWER ROW DRIVE | DOLPHIN DRIVE

REMAINDER OF TRACT

FND 1/2" IRON ROD

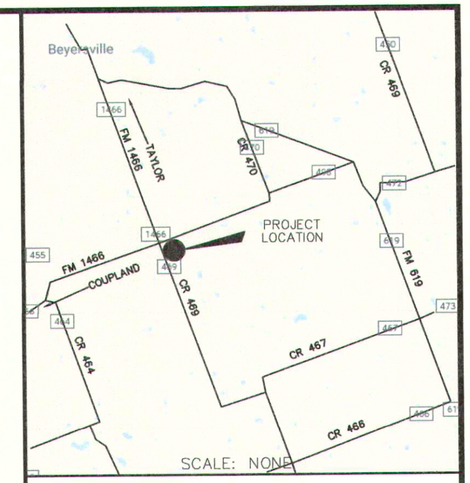
TBM 1/2" IRON ROD ELEV. 518.22

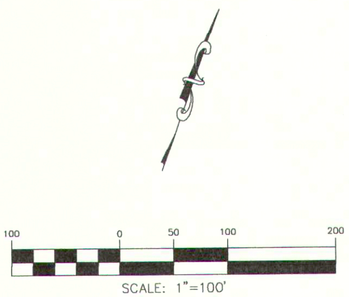
MATCH LINE SHEET 1
MATCH LINE SHEET 2

TRACT FOUR – "111.2 ACRES" (PART OF BLOCK 24 AND PART OF BLOCK 31, BURKITT AND BURNS SUBDIVISION)
OWELTY DEED – LEROY POLDRACK, ET AL TO MELVIN POLDRACK, ET AL
01-15-1997 DOC.# 1997001893 ORWC

"PARCEL 5 (UND. 39.60% INT. IN 567.8 ACRES)"
SWD – MELVIN POLDRACK, INDEPENDENT EXECUTOR OF THE ESTATE OF LANELL POLDRACK

VICINITY MAP





THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 1983 DATUM, 1993 ADJUSTMENT AND ARE GRID VALUES.

YUPEL, LLC
MICHAEL F. HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

TOKA ENTERPRISES, LLC
KEJDA HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

LIEN HOLDER
ROCKET POINT, LLC
JORGE MARCIAL, MANAGER

BRYAN TECHNICAL SERVICES, INC.

BTS

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
1	07-22	ADDRESS COMMENTS 07.14.20	BLB

DRAWN BY: BM	CREW CHIEF: PT
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 18-123	DATE: APRIL 27, 2020

BLACKLAND HILLS DRIVE

REMAINDER OF TRACT

L126 L123 L121 L124 L199 L200 L201 L51 L122 L115 L114 L202

29 — 1.051 ACRES (45,771 SQ. FT.)

28 — 1.084 ACRES (47,235 SQ. FT.)

12 — 1.544 ACRES (67,246 SQ. FT.)

8 — 1.556 ACRES (67,785 SQ. FT.)

4 — 1.566 ACRES (68,229 SQ. FT.)

MATCH LINE SHEET 1
MATCH LINE SHEET 2

SHARED DRIVEWAY

DRIVEWAY

FND 1/2" IRON ROD

L217

30.8' FROM ℄

TBM 1/2" IRON ROD ELEV. 518.22

LOT 30 HEREBY DEDICATED TO WILLIAMSON COUNTY 0.447 ACRE

30

N21°21'41"W 2117.30'

30.9'℄

31.1'℄

COUNTY ROAD NO. 469

ROW

MANVILLE WATER SUPPLY CORP. EASEMENT

PUBLIC UTILITY EASEMENT / BL

31.4'℄

101.8'

100.2'

31.2'FROM ℄

GRAVEL DRIVEWAY

1/2" IRON ROD (CAPPED) SET INSIDE UTILIZED RIGHT-OF-WAY OF C.R. 469

L218

FND 3/8" IRON ROD

(C = 1093.05')

38.830 ACRES (1,691,416 SQ. FT.)

"74.988 ACRES"
GENERAL WARRANTY DEED WITH VENDOR'S LIEN – SANDRA MAROSKO WERNLI ET VIR & FRED W. MAROSKO ET UX
TO
YUPEL, LLC & TOKA ENTERPRISES, LLC
5-03-2018 DOC. NO. 2018039217 OPRWC

"TRACT FOUR – "111.2 ACRES" (PART OF BLOCK 24 AND PART OF BLOCK 31, BURKITT AND BURNS SUBDIVISION)
OWELTY DEED – LEROY POLDRACK, ET AL
TO
TO MELVIN POLDRACK, ET AL
01-15-1997 DOC.# 1997001893 ORWC

"PARCEL 5 (UND. 39.60% INT. IN 567.8 ACRES)"
SWD – MELVIN POLDRACK, INDEPENDENT EXECUTOR OF THE ESTATE OF LANELL POLDRACK, DECEASED
TO
MELVIN POLDRACK, TRUSTEE OF THE POLDRACK FAMILY TRUST
2017058651 ORWC 6-28-2017

REMAINDER OF TRACT

S21°21'41"E 2138.19'

754.60'

S29°14'41"W 93.78'

S28°18'04"W 96.52'

S14°40'20"W 119.84'

S17°17'39"W 110.22'

S31°15'07"W 109.77'

S28°10'44"W 105.18'

S31°13'04"W 77.87'

S23°56'01"W 49.83'

S02°12'36"E 113.98'

S20°50'02"E 124.68'

6.30 Ac. DETENTION POND EASEMENT

+457'

588.43'

S68°38'54"W 1527.78'

WILLIAM BYERLY SURVEY SURVEY, ABSTRACT NO. 60

P.O.B. 6" DIAMETER PIPE FENCE CORNER POST

"76 1/2 ACRES" (NORTH 1/2 OF BLOCK 25, BURKITT AND BURNS SUBDIVISION) – S/E 2.82 ACRES OUT OF SWC – NET 73.68 ACRES CONVEYED
EXECUTOR'S DEED – LARRY POLDRACK, INDEPENDENT EXECUTOR OF THE ESTATE OF LEROY POLDRACK, DECEASED
TO
ARLENE SMITH, KATHY TIDWELL AND LARRY D. POLDRACK
12-19-2018 DOC.# 2019001849 OPRWC

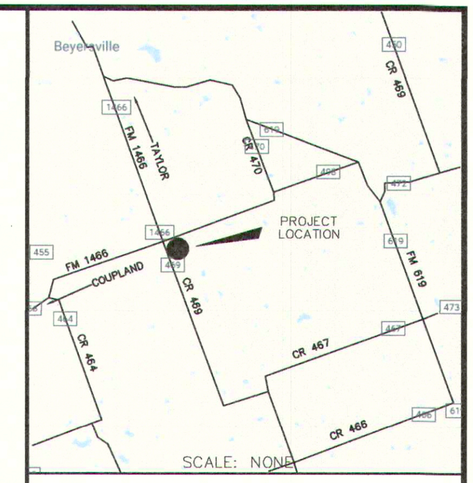
LEGEND

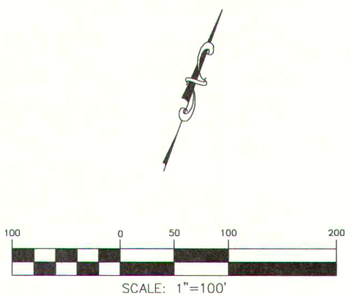
▣	BENCHMARK
B.L.	BUILDING LINE SETBACK
P.U.E.	PUBLIC UTILTY EASEMENT
ESMT	EASEMENT
MWSC	MANVILLE WATER SUPPLY CORP.
OPRWC	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
ORWC	OFFICIAL RECORDS WILLIAMSON COUNTY
○	1/2" IRON ROD SET (CAPPED)
●	1/2" IRON ROD FOUND
ROW	ROAD WIDENING EASEMENT

FINAL PLAT OF ROLLING MEADOWS SUBDIVISION

SHEET 3 OF 6

VICINITY MAP





THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 1983 DATUM, 1993 ADJUSTMENT AND ARE GRID VALUES.

YUPEL, LLC
MICHAEL F. HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

TOKA ENTERPRISES, LLC
KEJDA HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

LIEN HOLDER
ROCKET POINT, LLC
JORGE MARCIAL, MANAGER

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

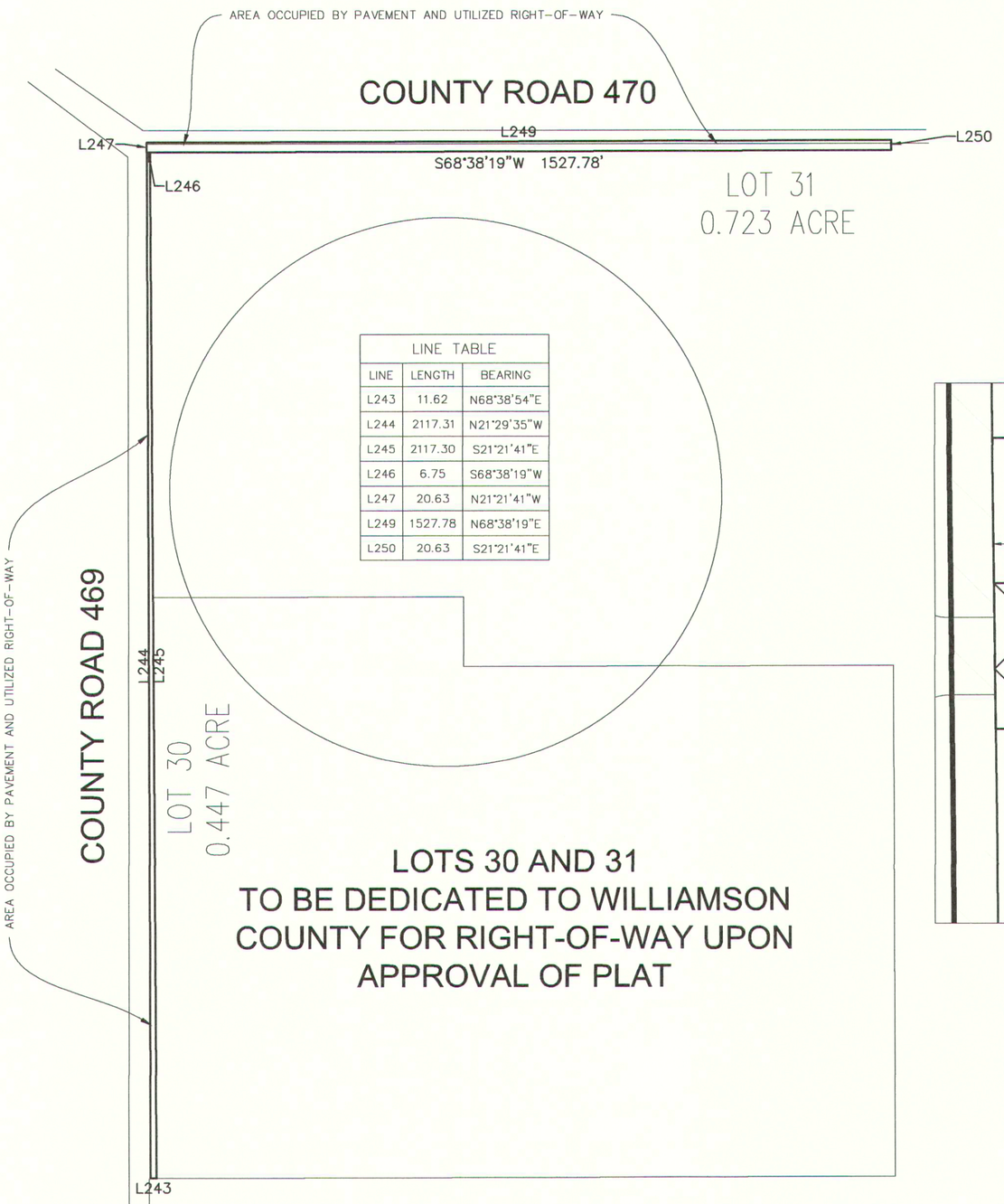
FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
1	07-22	ADDRESS COMMENTS 07.14.20	BLB

DRAWN BY: BM	CREW CHIEF: PT
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 18-123	DATE: APRIL 27, 2020

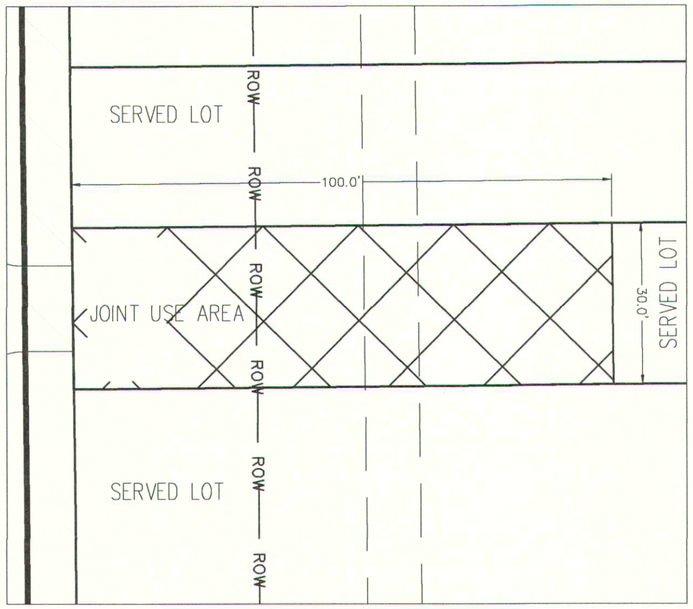
DETAILS



LINE TABLE		
LINE	LENGTH	BEARING
L243	11.62	N68°38'54"E
L244	2117.31	N21°29'35"W
L245	2117.30	S21°21'41"E
L246	6.75	S68°38'19"W
L247	20.63	N21°21'41"W
L249	1527.78	N68°38'19"E
L250	20.63	S21°21'41"E

LOTS 30 AND 31
TO BE DEDICATED TO WILLIAMSON COUNTY FOR RIGHT-OF-WAY UPON APPROVAL OF PLAT

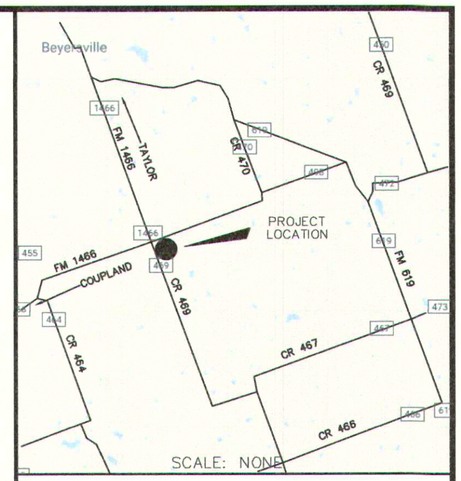
JOINT USE INGRESS / EGRESS EASEMENT DETAIL

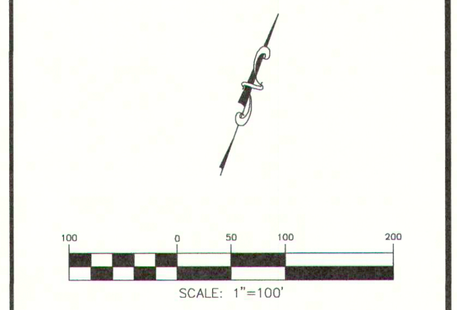


LEGEND

⊠	BENCHMARK
B.L.	BUILDING LINE SETBACK
P.U.E.	PUBLIC UTILTY EASEMENT
ESMT	EASEMENT
MWSC	MANVILLE WATER SUPPLY CORP.
OPRWC	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
ORWC	OFFICIAL RECORDS WILLIAMSON COUNTY
○	1/2" IRON ROD SET (CAPPED)
●	1/2" IRON ROD FOUND
——ROW——	ROAD WIDENING EASEMENT

VICINITY MAP





THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD 1983 DATUM, 1993 ADJUSTMENT AND ARE GRID VALUES.

YUPEL, LLC
MICHAEL F. HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

TOKA ENTERPRISES, LLC
KEJDA HERZOG, MANAGER
1702 INTERVAIL DRIVE AUSTIN, TX. 78746

LIEN HOLDER
ROCKET POINT, LLC
JORGE MARCIAL, MANAGER

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
1	07-22	ADDRESS COMMENTS 07.14.20	BLB

DRAWN BY: BM	CREW CHIEF: PT
SCALE: 1" = 100'	APPROVED BY: BLB
PROJECT NO. 18-123	DATE: APRIL 27, 2020

7/16/2021 10:15 AM

FINAL PLAT OF
ROLLING MEADOWS SUBDIVISION

LINE TABLE		
LINE	LENGTH	BEARING
L23	30.00	N21°29'35"W
L24	30.00	N21°29'35"W
L25	115.00	N21°29'35"W
L26	30.00	N21°29'35"W
L27	30.00	N21°29'35"W
L28	30.00	N21°29'35"W
L29	115.00	N21°29'35"W
L30	30.00	N21°29'35"W
L31	30.00	N21°29'35"W
L32	30.00	N21°29'35"W
L33	115.00	N21°29'35"W
L34	30.00	N21°29'35"W
L35	30.00	N21°29'35"W
L36	30.00	N21°29'35"W
L37	243.48	N21°29'35"W
L40	243.59	S21°21'06"E
L42	267.16	N68°38'19"E
L46	112.38	N68°38'19"E
L47	30.00	N68°38'19"E
L48	30.00	N68°38'19"E

LINE TABLE		
LINE	LENGTH	BEARING
L49	30.00	N68°38'19"E
L50	115.00	N68°38'19"E
L51	205.00	S21°21'45"E
L52	30.00	N68°38'19"E
L53	30.00	N68°38'19"E
L54	117.00	N68°38'19"E
L55	461.30	S21°21'41"E
L56	216.94	S21°21'41"E
L57	180.51	S21°21'37"E
L114	205.00	S68°38'54"W
L115	202.38	S68°38'54"W
L121	145.00	N21°21'06"W
L122	152.31	S68°38'54"W
L123	637.22	S68°38'54"W
L124	175.00	N21°21'06"W
L125	1063.63	N21°21'06"W
L126	789.60	S68°38'54"W
L127	1063.67	N21°21'06"W
L128	172.38	S68°38'54"W
L129	1063.70	N21°21'06"W

LINE TABLE		
LINE	LENGTH	BEARING
L130	175.00	S68°38'54"W
L131	177.14	S68°38'54"W
L134	417.50	S68°38'54"W
L135	115.00	N21°21'06"W
L136	219.86	S68°38'54"W
L137	417.79	S68°38'54"W
L138	145.00	N21°21'06"W
L139	152.31	S68°38'54"W
L140	637.72	S68°38'54"W
L141	175.00	N21°21'06"W
L143	790.10	S68°38'54"W
L145	418.01	S68°38'54"W
L146	115.00	N21°21'06"W
L147	219.86	S68°38'54"W
L148	418.29	S68°38'54"W
L149	145.00	N21°21'06"W
L150	152.31	S68°38'54"W
L151	638.23	S68°38'54"W
L152	175.00	N21°21'06"W
L154	790.61	S68°38'54"W

LINE TABLE		
LINE	LENGTH	BEARING
L156	142.38	S68°38'54"W
L157	145.00	S68°38'54"W
L158	147.11	S68°38'54"W
L159	117.08	S68°38'54"W
L160	112.38	S68°38'54"W
L161	115.00	S68°38'54"W
L162	114.86	S68°38'54"W
L163	152.31	S68°38'54"W
L164	219.86	S68°38'54"W
L165	418.52	S68°38'54"W
L166	418.80	S68°38'54"W
L167	115.00	N21°21'06"W
L168	145.00	N21°21'06"W
L169	175.00	N21°21'06"W
L170	205.00	S21°21'06"E
L171	858.64	N21°21'06"W
L172	678.14	N21°21'06"W
L173	461.21	N21°21'06"W
L174	858.67	N21°21'06"W
L175	678.17	N21°21'06"W

LINE TABLE		
LINE	LENGTH	BEARING
L176	461.24	N21°21'06"W
L177	858.71	N21°21'06"W
L178	678.21	N21°21'06"W
L179	461.28	N21°21'06"W
L180	461.26	S21°21'06"E
L181	461.23	S21°21'06"E
L182	243.63	S21°21'06"E
L183	267.16	S68°38'54"W
L185	243.59	N21°21'06"W
L188	791.11	S68°38'54"W
L189	638.74	S68°38'54"W
L190	358.59	S68°38'54"W
L191	243.54	N21°21'06"W
L194	216.94	S21°21'06"E
L195	180.51	S21°21'06"E
L196	180.51	S21°21'06"E
L197	114.86	S68°38'54"W
L198	114.86	S68°38'54"W
L199	205.00	S21°21'06"E
L200	205.00	S21°21'06"E

LINE TABLE		
LINE	LENGTH	BEARING
L201	1063.70	N21°21'06"W
L202	207.18	S68°38'54"W
L213	280.29	N68°38'19"E
L214	30.00	N68°38'19"E
L215	30.00	N68°38'19"E
L216	30.00	N68°38'19"E
L217	46.79	S68°38'19"W
L218	47.45	S69°36'41"W
L219	935.39	S68°30'59"W
L220	1620.79	S21°40'44"E
L221	690.49	N68°38'19"E
L222	495.60	S21°21'41"E
L223	1755.90	N68°38'19"E
L224	2118.36	N21°21'41"W
L225	1519.98	S68°38'19"W
L226	382.40	S70°43'00"W
L227	228.40	S57°00'00"E
L228	145.00	S18°55'00"E
L229	43.40	S52°50'00"E
L230	297.80	S69°15'00"E

LINE TABLE		
LINE	LENGTH	BEARING
L231	553.50	N20°10'00"W
L232	1093.05	N19°00'00"W
L233	3055.55	S71°00'00"W
L234	1093.05	S19°00'00"E
L235	3055.55	N71°00'00"E
L236	1527.78	N71°00'00"E
L237	2138.19	S19°00'00"E
L238	1527.78	S71°00'00"W
L239	2138.19	S19°00'00"E
L240	1527.78	N71°00'00"E
L241	2138.19	N19°00'00"W
L242	1527.78	S71°00'00"W

BRYAN TECHNICAL SERVICES, INC.

911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090
FAX: (512) 352-9091

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
1	07-22	ADDRESS COMMENTS 07.14.20	BLB

DRAWN BY: BM	CREW CHIEF:
SCALE: 1" = N/A	APPROVED BY: BLB
PROJECT NO. 18-123	DATE: APRIL 27, 2020

7/16/2021 10:15 AM

FINAL PLAT OF
ROLLING MEADOWS SUBDIVISION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, YUPEL, LLC , OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC.# 2018039217 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS ROLLING MEADOWS SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 6th DAY OF Aug, 2021.

M.J., Manager AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 6th DAY OF Aug, ~~2020.~~ 2021

NOTARY PUBLIC, STATE OF TEXAS
Jennifer Brennan
PRINTED NAME
MY COMMISSION EXPIRES:

JENNIFER BRENNAN
Notary Public
State of Texas
ID # 130646960
Comm. Expires 05/03/2024

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, TOKA, ENTERPRISES, LLC, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC.# 2018039217 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS ROLLING MEADOWS SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 31 DAY OF JULY, 2021 ~~2020~~.

Kyda Herzog, Manager AUTHORIZED PERSON KH

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 31st DAY OF JULY, ~~2020~~ 2021

NOTARY PUBLIC, STATE OF TEXAS
Anastasia Martino
PRINTED NAME
MY COMMISSION EXPIRES: December 2, 2024

ANASTASIA MARTINO
Notary ID #132805348
My Commission Expires
December 2, 2024

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
THAT, ROCKET POINT, LLC, THE LIEN HOLDER ON THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOC.# 2018039217 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, DOES HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS COUNTY OF WILLIAMSON MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS ROLLING MEADOWS SUBDIVISION SUBDIVISION, LOCATED IN WILLIAMSON COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 20TH DAY OF JULY, 2021

Manager AUTHORIZED PERSON

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 20TH DAY OF JULY, ~~2020~~ 2021

NOTARY PUBLIC, STATE OF ~~TEXAS~~ MISSOURI
KENNETH A. BECK
PRINTED NAME
MY COMMISSION EXPIRES: 05/03/2022

KENNETH A BECK
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 18584365
My Commission Expires 05-03-2022

74.988 ACRES

These notes describe that certain tract of land located in the WILLIAM BYERLY SURVEY, ABSTRACT No. 60, situated in Williamson County, Texas, being further described as a part of and out of "Block 24" of the Robbins Pasture subdivision, plat of which is recorded in Volume 77, Page 617, Deed Records of Williamson County (DRWC), also being further described as a 74.988 acre tract conveyed in a General Warranty Deed with Vendor's Lien from Sandra Marosko Wernli, et vir and Fred W. Marosko, et ux dated May 3, 2018 and recorded in Document No. 2018039217, Official Public Records of Williamson County, (OPRWC) being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the month of March, 2018 and being more fully described as follows:

BEGINNING at the Southeast corner of said "75 Acres" in the apparent common line of aforementioned "Block 24" and "Block 25" of the Robbins Pasture subdivision, same being the Southwest corner of a called "Tract Four -111.2 Acres" conveyed in an Owelty Deed to Melvin Poldrack, et al dated 01-15-1997 and recorded in Document No. 1997001893, Official Records of Williamson County (ORWC) in the North line of a called "73.68 Acres" conveyed in a Deed to Leroy Poldrack, et ux dated 01-09-1963 and recorded in Volume 456, Page 669, DRWC; found a 6" diameter pipe fence corner post at same corner; found a 6" diameter pipe fence corner post at an exterior corner of said "Tract Four -111.2 Acres", same being the apparent common corner of Blocks 24, 31,30 and 25 of said Robbins Pasture subdivision bearing North 68° 38'545"East, a distance of 1519.27 feet (called 1519.98 feet);

THENCE South 68° 38'54"West with said common line of aforementioned "Block 24" and "Block 25" of the Robbins Pasture subdivision, also the common line of aforementioned "75 Acres" and "73.68 Acres", generally with a wire fence, departing said wire fence at approximately 457 feet, and continuing an additional 1070.78 for a total distance of 1527.78 feet (called 1527.78 feet) to a set ½" iron rod (capped Bryan Tech Services) inside of the utilized right-of-way of County Road No. 469 at the Southwest corner of aforementioned "75 Acres" and the Northwest corner of said "73.68 Acres"; a calculated point at the prolongation of an old fence, same being the calculated Southwest corner of said "Block 25" of the Robbins Pasture subdivision, bears South 21° 01'19"East, 1092.93 feet (called 1093.05 feet); found a 3/8" iron rod in the West right-of-way of County Road No. 469 bearing South 69° 36'41"West, 47.45 feet;

THENCE North 21° 21'41"West with the West line of said "75 Acres" and for the West line of said "Block 24" of the Robbins Pasture subdivision, at 1019.66 feet a found ½" iron rod bears South 68° 38'19"West, 46.79 feet, and continuing with said line an additional 1118.27 feet for a total distance of 2137.93 feet (called 2138.19 feet) to the Northwest corner of said "75 Acres" and also the apparent Northwest corner of said "Block 24" of the Robbins Pasture subdivision and the apparent Southwest corner of "Block 23" of the Robbins Pasture subdivision; set a "MAG" Nail in the surface of County Road No. 470 at same corner;

THENCE North 68° 38'19"East with the North lines of both "75 Acres" and "Block 24" of the Robbins Pasture subdivision, same being the South line of "Block 23" of the Robbins Pasture subdivision, along the Southern paved surface of said County Road No. 470, a distance of 1527.78 feet (called 1527.78 feet) to the Northeast corner of said "75 Acres"; set a "MAG" Nail in the surface of County Road No. 470 at same corner; a 6" diameter pipe fence corner post at the Northwest corner of aforementioned "Tract Four -111.2 Acres" bears South 21° 21'41"East, a distance of 20.63 feet;

THENCE South 21° 21'41"East partially with the common line of said "75 Acres" and "Tract Four -111.2 Acres", generally along a wire fence, a distance of 2138.19 feet (called 2138.19 feet) to the PLACE OF BEGINNING containing according to the dimensions herein stated an area of 74.988 Acres of Land.

SURVEYOR'S CERTIFICATE

I, BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HERON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS,, VISIBLE UTILITY LINES OR ROADS PLACE,EXCEPT SHOWN ON THE ACCOMPANYING PLAT,AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF WILLIAMSON COUNTY, TEXAS.
TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 15TH DAY OF JUNE, 2020

BRUCE LANE BRYAN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4249 STATE OF TEXAS

STATE OF TEXAS
REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION

THE PROPERTY DEPICTED HEREON **IS NOT** WITHIN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; THE FLOOD AREA BEING IDENTIFIED ON F. I. R. M. PANEL NO. **48491 C0725F EFFECTIVE 12-20-19 AND 48491 C0705F EFFECTIVE 12-20-19** LOCATED IN ZONE "X". THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 27TH DAY OF JULY ~~2020~~ 2021 AD

REGISTERED PROFESSIONAL ENGINEER
NO. 114250 STATE OF TEXAS

STATE OF TEXAS
MATTHEW A DRINGENBERG
114250
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 6TH DAY OF August, 2021 A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

For J. Terron Evertson 9/9/2021
J. TERRON EVERTSON, PE, DR, CFM Date
COUNTY ENGINEER

GENERAL PLAT NOTES

- THE BEARINGS SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83, 93 ADJUSTMENT.
- ALL SET IRON RODS HAVE ORANGE PLASTIC CAPS STAMPED "BRYAN TECH SERVICES".
- CERTIFICATION FROM A REGISTERED PROFESSIONAL ENGINEER AS TO THE SIZE OF THE SIZE OF THE DRIVEWAY DRAINAGE CULVERT PIPES FOR EACH LOT IN THE SUBDIVISION SHALL BE SHOWN ON THE PLAT. SIZE (18" MIN), LENGTH (22' MINIMUM) AND INVERT ELEVATIONS FOR CULVERTS MUST BE SHOWN FOR EACH LOT IN A TABLE ON THE PLAT AND IN ALL DEED RESTRICTIONS. LARGER OR LONGER DRAIN PIPES SHALL BE INSTALLED IF NECESSARY TO HANDLE DRAINAGE BASED UPON A 25-YEAR FLOW FREQUENCY. USE OF "DIP TYPE" DRIVEWAYS ARE PERMITTED AS LONG AS THE GRADE BREAKS ARE LESS THAN 15%.
- RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY; THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
- IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE.
- WATER SERVICE WILL BE PROVIDED BY MANVILLE WATER SUPPLY CORPORATION.
- SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
- THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE
- LOTS MAY NOT BE FURTHER SUBDIVIDED.
- "DIP TYPE" DRIVEWAYS WILL BE UTILIZED ON LOTS 1 THROUGH 22.
- IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
- THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1 (B10.1 2000 RULES), ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
- RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
- RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHT-OF-WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 60 FEET, WHICHEVER IS LESS. (ATCM 5.3.1 D,J)
- ALL DRIVEWAYS INCLUDING SHARED DRIVEWAYS SHALL BE PRIVATELY MAINTAINED AND NOT BY COUNTY (WCSR 10.3)
- NO MORE THAN THREE (3) RESIDENCES MAY BE SERVED BY A SINGLE JOINT USE DRIVEWAY WITHOUT CONSTRUCTING TO PRIVATE ROAD STANDARDS. (ATCM 5.3.1. H)
- DRIVEWAYS SHALL BE IN ACCORDANCE WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS REQUIRING 100' SPACING MEASURED FROM CENTER TO CENTER OF DRIVEWAY
- MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STOMP WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
- EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
- A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THE CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, BILL GRAVEL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVEL, JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE __ DAY OF_____, 20____. A.D., AT_____O'CLOCK,____.M., AND DULY RECORDED THIS THE DAY OF_____, 20____., A.D., AT_____O'CLOCK,____.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO._____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS BY:

BY:_____ DEPUTY

SHEET 6 OF 6

Commissioners Court - Regular Session **52.**

Meeting Date: 10/19/2021

Final plat for the Cole subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Cole subdivision – Precinct 2.

Background

This subdivision consists of 1 lot and no new public roads.

Timeline

2021-08-19 – initial submittal of final plat
2021-09-03 – 1st review complete with comments
2021-09-08 – 2nd submittal of final plat
2021-09-14 – 2nd review complete with comments cleared
2021-10-13 – receipt of signed plat with signatures
2021-10-14 – final plat placed on the October 19, 2021 Commissioners Court agenda for consideration

---

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Cole

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:28 AM
Form Started By: Adam Boatright		Started On: 10/14/2021 11:18 AM
Final Approval Date: 10/14/2021		

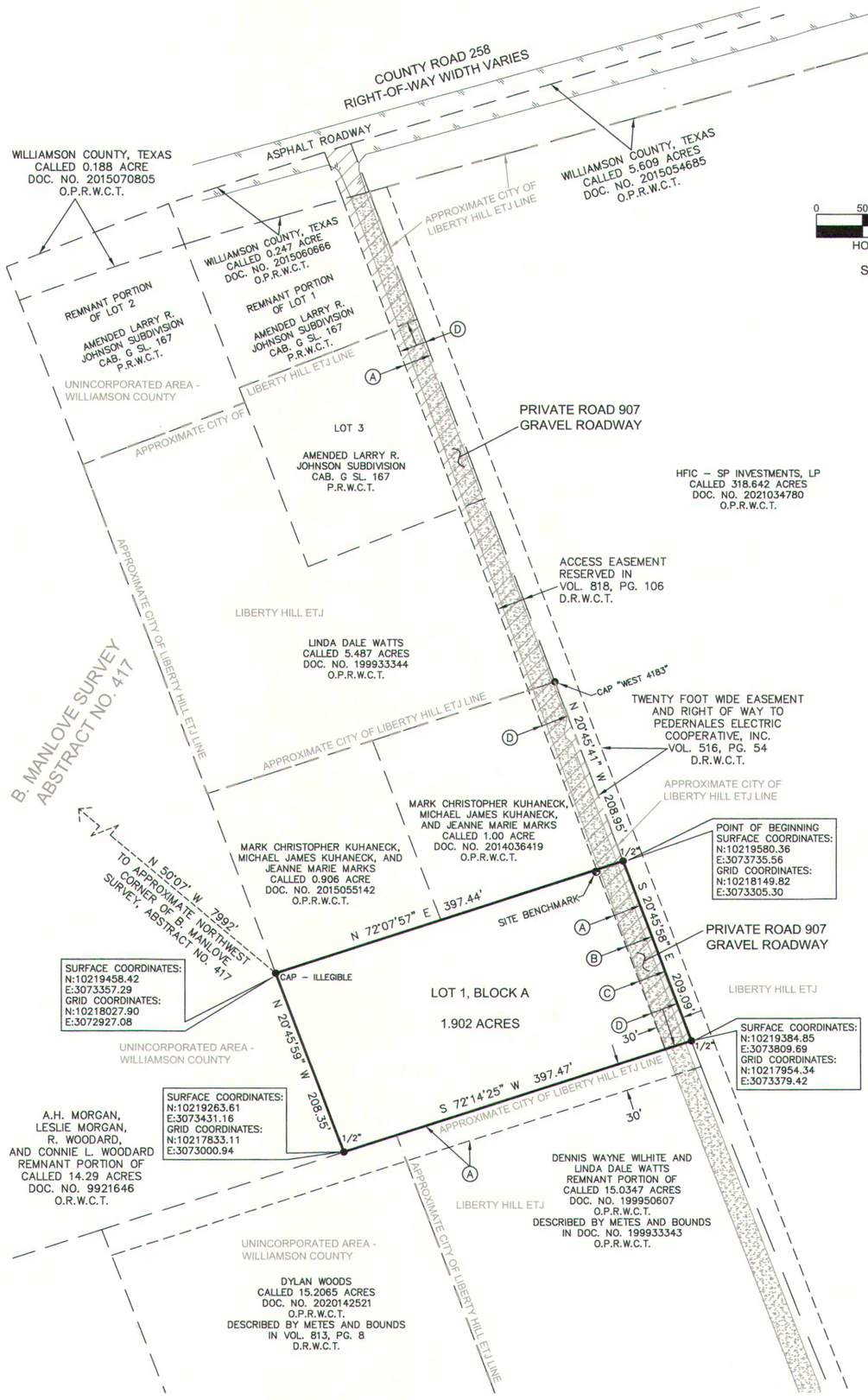
OWNER:	TRACEY COLE 146 MEADOWLARK CIR GEORGETOWN, TX 78626
ENGINEER:	WAELTZ & PRETE, INC. 211 N. A.W. GRIMES BLVD. ROUND ROCK, TEXAS 78665 (512)505-8953 FIRM TX. REG. #F-10308
SURVEYOR:	DIAMOND SURVEYING, INC. 116 SKYLINE ROAD GEORGETOWN, TEXAS 78628 (512)931-3100 T.B.P.E.L.S FIRM NO. 10006900
SUBMITTAL DATE:	AUGUST 19, 2021
PATENT SURVEY:	B. MANLOVE SURVEY, ABSTRACT NO. 417
ACREAGE:	1.902 ACRES
NUMBER OF BLOCKS:	1
NUMBER OF LOTS:	1
LINEAR FEET OF NEW STREETS:	NONE
NUMBER OF LOTS BY TYPE:	1 RESIDENTIAL

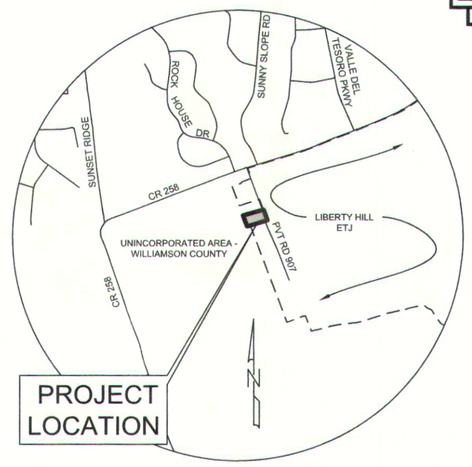
PLAT NOTES:

1. NO PORTION OF THIS TRACT IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100-YEAR (1% CHANCE) FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY TEXAS.
2. THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.2, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF THE PLAT HAS THREE OR LESS LOTS FOR SINGLE FAMILY RESIDENTIAL USE, WITH LESS THAN 20% IMPERVIOUS COVER PER LOT.
3. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
4. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN,
5. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN.
6. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
7. THIS SUBDIVISION IS LOCATED IN WILLIAMSON COUNTY, TEXAS.
8. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
9. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
10. MAXIMUM OF 20% IMPERVIOUS COVER PER LOT, OTHERWISE STORMWATER MANAGEMENT CONTROLS SHALL BE DESIGNED, CONSTRUCTED AND MAINTAINED BY OWNER. IF IMPERVIOUS COVER IS PROPOSED TO EXCEED MAXIMUM PERCENTAGE ALLOWED, CONTACT WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR TO REVIEW THE STORMWATER MANAGEMENT CONTROLS PROPOSED ON LOT.
11. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICLE PARKING PADS MUST BE PLACED AT LEAST ONE FOOT ABOVE BFE.
12. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
13. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WAELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900





VICINITY MAP
1" = 2000'

LEGEND

●	IRON ROD FOUND
⊕	SITE BENCHMARK
– – – –	EASEMENT LINE
———	ADJOINER LINE
– – – –	APPROXIMATE CITY OF LIBERTY HILL ETJ LINE
- - - - - - - -	APPROXIMATE SURVEY TIE
	EDGE OF ASPHALT
	PRIVATE ROAD 907 GRAVEL ROADWAY
	ACCESS EASEMENT RESERVED IN VOL. 818, PG. 106 D.R.W.C.T.
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

SITE BENCHMARK: COTTON GIN SPINDLE SET IN POWER POLE LOCATED ON WEST SIDE OF GRAVEL ROADWAY (PRIVATE ROAD 907), APPROXIMATELY 20 FEET NORTH OF GRAVEL DRIVEWAY AND APPROXIMATELY 780 FEET SOUTH OF COUNTY ROAD 258.
ELEVATION=1003.29'
SURFACE COORDINATES:
N=10219568.68
E=3073706.19

VERTICAL DATUM: NAVD–88 (GEOID 2012A)

BEARING BASIS: NAD–83, TEXAS CENTRAL ZONE (4203) STATE PLANE SYSTEM. DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

EASEMENT LEGEND

(A)	INGRESS AND EGRESS EASEMENT DESCRIBED IN VOL. 813, PG. 3 VOL. 817, PG. 684 VOL. 818, PG. 231 D.R.W.C.T.
(B)	30' FOOT WIDE ELECTRIC UTILITY EASEMENT AND ROADWAY ACCESS EASEMENT DOC. NO. 2018003559 O.P.R.W.C.T.
(C)	30' FOOT WIDE ROAD ACCESS EASEMENT DOC. NO. 2017059890 O.P.R.W.C.T.
(D)	RIGHT–OF–WAY EASEMENT DESCRIBED IN VOL. 2168, PG. 790 O.R.W.C.T.

FINAL PLAT
COLE SUBDIVISION

SHEET 1 OF 2

I:\CAD\135-001 Tracey Cole Platting\2-ENGINEERING\3-PLAT ENGR\2021-09-00 FINAL PLAT SUBMITTAL #2\FINAL PLAT COLE SUBDIVISION.dwg, PKELIM 1, 9/8/2021 4:38:26 PM, DWG TO PDF.pc3, 1:1, W+P, INC., JUL

METES AND BOUNDS DESCRIPTION:

FOR A 1.902 ACRE TRACT OF LAND SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT NO 417, WILLIAMSON COUNTY, TEXAS, BEING ALL OF THE CALLED 1.902 ACRE TRACT OF LAND CONVEYED TO TRACEY COLE, RECORDED IN DOCUMENT NO. 2020134221, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.902 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTHEAST CORNER OF SAID 1.902 ACRE COLE TRACT, SAME BEING ON THE SOUTHEAST CORNER OF A CALLED 1.00 ACRE TRACT OF LAND CONVEYED TO MARK CHRISTOPHER KUHANECK, MICHAEL JAMES KUHANECK, AND JEANNE MARIE MARKS, RECORDED IN DOCUMENT NO. 2014036419, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING ON AN ANGLE POINT IN THE WEST BOUNDARY LINE OF A CALLED 318.642 ACRE TRACT OF LAND CONVEYED TO HFIC - SP INVESTMENTS, LP, RECORDED IN DOCUMENT NO. 2021034780, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER AND **POINT OF BEGINNING** HEREOF;

THENCE, **S 20°45'58" E** WITH THE EAST BOUNDARY LINE OF SAID 1.902 ACRE COLE TRACT, SAME BEING WITH THE WEST BOUNDARY LINE OF SAID 318.642 ACRE HFIC - SP INVESTMENTS, LP TRACT, FOR A DISTANCE OF **209.09 FEET** TO A 1/2" IRON ROD FOUND ON THE SOUTHEAST CORNER OF SAID 1.902 ACRE COLE TRACT, SAME BEING ON THE NORTHEAST CORNER OF THE REMNANT PORTION OF A CALLED 15.0347 ACRE TRACT OF LAND CONVEYED TO DENNIS WAYNE WILHITE AND LINDA DALE WATTS, RECORDED IN DOCUMENT NO. 199950607, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 15.0347 ACRE TRACT OF LAND DESCRIBED BY METES AND BOUNDS IN DOCUMENT NO. 199933343, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER HEREOF;

THENCE, **S 72°14'25" W** WITH THE SOUTH BOUNDARY LINE OF SAID 1.902 ACRE COLE TRACT, IN PART WITH THE NORTH BOUNDARY LINE OF SAID 15.0347 ACRE WILHITE/WATTS TRACT, IN PART WITH THE NORTH BOUNDARY LINE OF A CALLED 15.2065 ACRE TRACT OF LAND CONVEYED TO DYLAN WOODS, RECORDED IN DOCUMENT NO. 2020142521, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 15.2065 ACRE TRACT OF LAND DESCRIBED BY METES AND BOUNDS IN VOLUME 813, PAGE 8, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A DISTANCE OF **397.47 FEET** TO A 1/2" IRON ROD FOUND ON THE SOUTHWEST CORNER OF SAID 1.902 ACRE COLE TRACT, SAME BEING ON A POINT IN THE NORTH BOUNDARY LINE OF SAID 15.2065 ACRE WOODS TRACT, SAME BEING ON THE SOUTHEAST CORNER OF THE REMNANT PORTION OF A CALLED 14.29 ACRE TRACT OF LAND CONVEYED TO A.H. MORGAN, LESLIE MORGAN, R. WOODARD, AND CONNIE L. WOODARD, RECORDED IN DOCUMENT NO. 9921646, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER HEREOF;

THENCE , **N 20°45'59" W** WITH THE WEST BOUNDARY LINE OF SAID 1.902 ACRE COLE TRACT, SAME BEING WITH THE EAST BOUNDARY LINE OF SAID 14.29 ACRE MORGAN/WOODARD TRACT, FOR A DISTANCE OF **208.35 FEET** TO AN IRON ROD FOUND WITH ILLEGIBLE CAP ON THE NORTHWEST CORNER OF SAID 1.902 ACRE COLE TRACT, SAME BEING ON THE SOUTHWEST CORNER OF A CALLED 0.906 ACRE TRACT OF LAND CONVEYED TO MARK CHRISTOPHER KUHANECK, MICHAEL JAMES KUHANECK, AND JEANNE MARIE MARKS, RECORDED IN DOCUMENT NO. 2015055142, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHWEST CORNER HEREOF;

THENCE, **N 72°07'57" E** WITH THE NORTH BOUNDARY LINE OF SAID 1.902 ACRE COLE TRACT, IN PART WITH THE SOUTH BOUNDARY LINE OF SAID 0.906 ACRE KUHANECK/MARKS TRACT, IN PART WITH THE SOUTH BOUNDARY LINE OF SAID 1.00 ACRE KUHANECK/MARKS TRACT, FOR A DISTANCE OF **397.44 FEET** TO THE **POINT OF BEGINNING** HEREOF AND CONTAINING 1.902 ACRES OF LAND MORE OR LESS.

BEARING BASIS: NAD-83, TEXAS CENTRAL (4203), STATE PLANE SYSTEM. ALL DISTANCES ARE SURFACE DISTANCES. COMBINED SURFACE ADJUSTMENT FACTOR USED FOR THIS SURVEY IS 1.00014.

I, SHANE SHAFER, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

SHANE SHAFER, RPLS — DATE 9 SEP. 15, 2021
REGISTERED PROFESSIONAL
LICENSED SURVEYOR, NO. 5281
STATE OF TEXAS

STATE OF TEXAL — REGISTERED — SHANE SHAFER — 5281 — PROFESSIONAL — LAND SURVEYOR

I, ANTONIO A. PRETE, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.
THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

ANTONIO A. PRETE, P.E. — DATE 15 Sept 21
LICENSE NO. 93759
WAELTZ & PRETE, INC.
211 N. A.W. GRIMES BOULEVARD
ROUND ROCK, TEXAS 78665

STATE OF TEXAS — ANTONIO A. PRETE — 93759 — LICENSED PROFESSIONAL ENGINEER — 15 Sept 21

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, TRACY COLE, OWNER OF THE CERTAIN 1.902 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2020134221 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY PLAT SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT COLE SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 23 DAY OF September, 2021.

TRACEY COLE
146 MEADOWLARK CIR
GEORGETOWN, TX 78626

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRACEY COLE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE 23 DAY OF September, 2021.

Jose Bonifacio Lozano
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: August 10, 2025

NOTARY PUBLIC — STATE OF TEXAS — JOSE BONIFACIO LOZANO — MY COMMISSION EXPIRES — August 10, 2025 — NOTARY ID: 13326140-5

STATE OF TX §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

SOUTHWEST STAGE FUNDING, LLC D/B/A CASCADE FINANCIAL SERVICES, LIEN HOLDER OF THE CERTAIN 1.902 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2020134221 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY PLAT SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS FINAL PLAT COLE SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 29th DAY OF SEPTEMBER, 2021.

Regional Sales Manager
Michael Jones (NAME, TITLE)
SOUTHWEST STAGE FUNDING, LLC D/B/A CASCADE FINANCIAL SERVICES
2701 E. RYAN ROAD, STE. 150
CHANDLER AZ 85286

LINDA DORIS KRISCHKE — Notary Public, State of Texas — Comm. Expires 09-09-2025 — Notary ID 129551867

STATE OF TEXAS §
§ KNOWN ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL JONES, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THE 29th DAY OF SEPTEMBER, 2021

Linda D Krischke
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: 09.09.25

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 4 DAY October, 2021 A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESSING COORDINATOR
Cindy Bridges

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR THOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED, IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

for Adam D. Boatright — 10/13/2021
J. TERRON EVERTSON, PE, DR, CFM — DATE
WILLIAMSON COUNTY ENGINEER
Adam D. Boatright

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I BILL GRAVELL, JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL, JR., COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____. 20___ A.D., AT ____ O'CLOCK, ____M AND DULY RECORDED THIS THE _____ DAY OF _____, 20___ A.D., AT ____O'CLOCK, ____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

<> *DIAMOND SURVEYING, INC.*
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

WAELTZ & PRETE, INC. — W&P — CIVIL ENGINEERS
WAELTZ & PRETE, INC.
CIVIL ENGINEERS
211 N. A.W. GRIMES BLVD.
ROUND ROCK, TX. 78665
PH (512) 505-8953
FIRM TX. REG. #F-10308

FINAL PLAT
COLE SUBDIVISION

SHEET 2 OF 2

:\CAD\105-001 Tracey Cole Platting\2-ENGINEERING\3.0-PLATTING\2021-09-13 FINAL PLAT SUBMITTAL #2 to WILCO DSS\FINAL PLAT COLE SUBDIVISION.dwg, PRELIM 2, 9/15/2021 12:21:14 PM, DWG TO PDF.pc3, 1:1, W+P, inc., JCL

Commissioners Court - Regular Session **53.**

Meeting Date: 10/19/2021

Final plat for the Carnley Two subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Carnley Two subdivision – Precinct 3.

Background

This subdivision consists of 5 lots and no new public roads.

Timeline

2021-07-05 – initial submittal of final plat
2021-08-04 – 1st review complete with comments
2021-08-11 – 2nd submittal of final plat
2021-08-25 – 2nd review complete with comments
2021-08-26 – 3rd submittal of final plat
2021-08-26 – 3rd review complete with comments cleared
2021-10-13 – receipt of final plat with signatures
2021-10-14 – final plat placed on the October 19, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

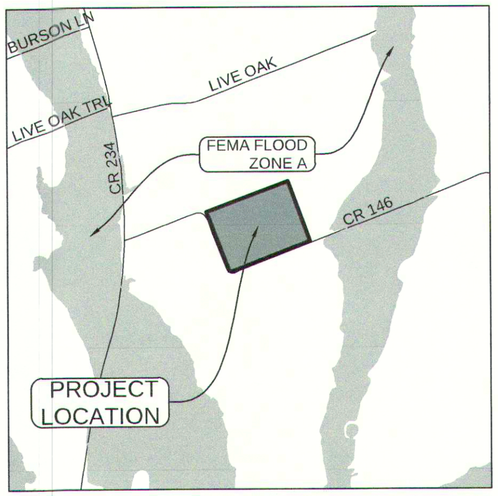
Attachments

final plat - Carnley Two

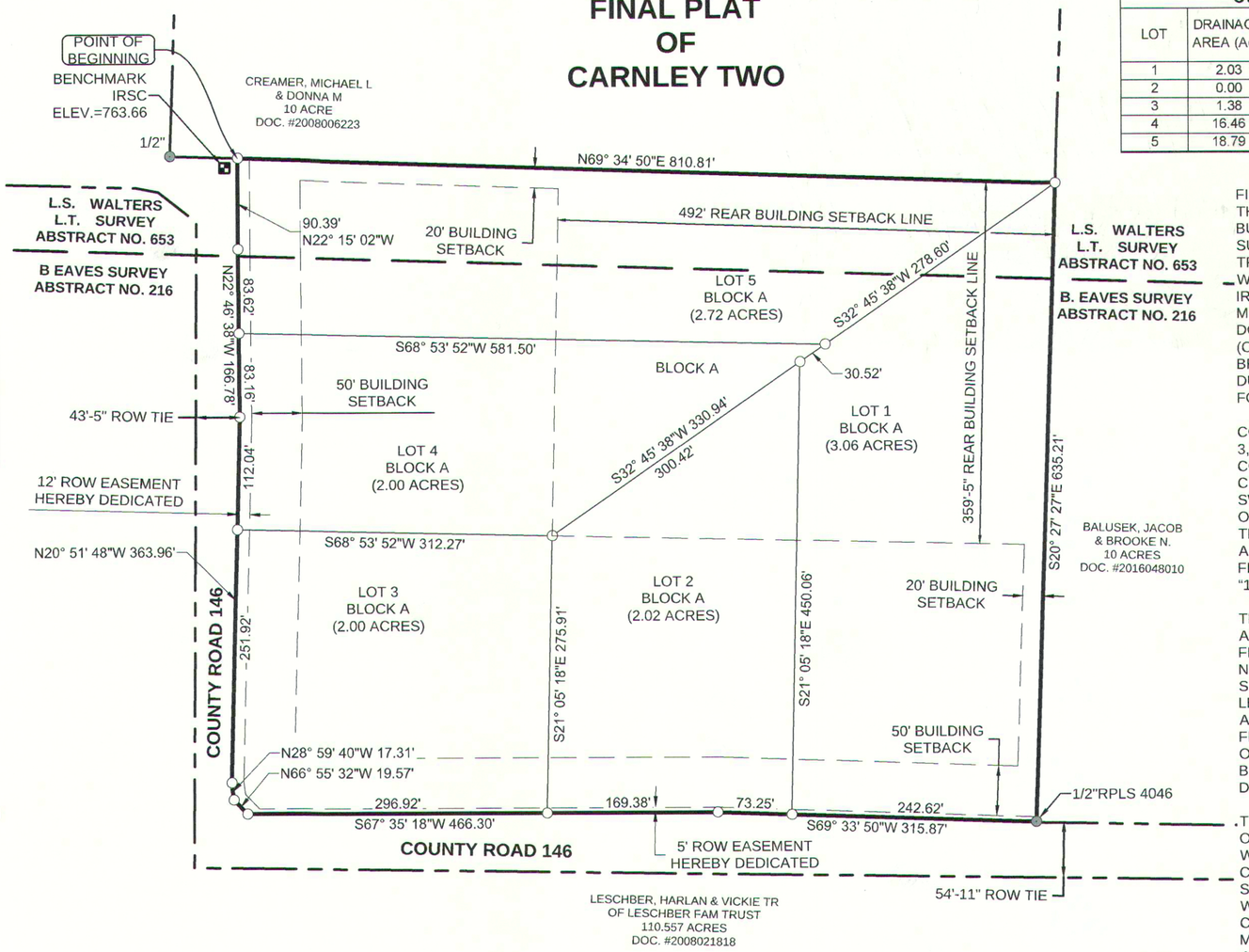
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:33 AM
Form Started By: Adam Boatright		Started On: 10/14/2021 11:24 AM
Final Approval Date: 10/14/2021		

FINAL PLAT OF CARNLEY TWO



VICINITY MAP
SCALE: 1"=1,000'



CULVERT TABLE				
LOT	DRAINAGE AREA (Ac.)	10-YR FLOW RATE (cfs)	APPROX. SLOPE	MIN. CULVERT SIZE
1	2.03	2.134	1.00%	1-18" CMP
2	0.00			DIP DRIVE
3	1.38	3.013	1.00%	1-18" CMP
4	16.46	20.518	1.00%	1-24" CMP
5	18.79	24.308	1.00%	1-24" CMP

0 100 200
SCALE: 1"=100'

LEGEND

- ○ IRON ROD SET, CAPPED "BTS"
- ◉ IRON ROD FOUND

OWNER: BRUCE CARNLEY AND RHONDA CARNLEY
166 DB WOOD DRIVE
GEORGETOWN, TX 78626
PHONE 512.627.4956
E-MAIL CLAYTON@CARNLEYPROPERTIES.COM

SURVEYOR: BRUCE BRYAN, RPLS
BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TEXAS 76574
PHONE 512.352.9090
E-MAIL BRUCE@BYRANTECHNICALSERVICES.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78665
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: August 23, 2021

ORIGINAL SURVEY: L. S. WALTERS SURVEY ABSTRACT NO. 653 AND B. EAVES SURVEY ABSTRACT NO. 216

FEMA FLOODPLAIN: THERE IS NO ENCROACHMENT OF THE 100 YEAR FLOOD PLAIN AS SHOWN ON FIRM PANEL 48491C0125F, DATED DECEMBER 20, 2019

TOTAL ACRES: 11.8379

TOTAL LOTS 5

TOTAL BLOCKS 1

ROAD WIDENING EASEMENTS

RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTED TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENTS SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

MINIMUM FINISHED FLOOR ELEVATION

EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

OWNER'S RESPONSIBILITY

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

RURAL MAILBOXES

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

SIDEWALK MAINTENANCE

ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.

STORMWATER MANAGEMENT NOTES

THIS DEVELOPMENT IS CONSIDERED EXEMPT FROM ON-SITE STORMWATER DETENTION CONTROLS BASED ON WILLIAMSON COUNTY SUBDIVISION REGULATION B11.1.3, WHICH STATES THAT A PROPOSED DEVELOPMENT MAY BE CONSIDERED EXEMPT FROM PROVIDING ON-SITE STORMWATER DETENTION IF ALL LOTS ARE 2 ACRES OR MORE AND LESS THAN 20% OF IMPERVIOUS COVER PER LOT.

NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
2. WATER SERVICE IS PROVIDED BY: CITY OF GEORGETOWN.
3. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
4. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY A SPECIAL FLOOD HAZARD AREA(S) INUNDATED BY THE 100-YEAR (1% CHANCE) FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48491C0125F, EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
5. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUES FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
6. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
7. ON-SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
8. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
9. THE FOLLOWING RESTRICTIONS ARE HEREBY DEDICATED FOR THE LOTS WITHIN THIS DOCUMENT:
   - 9.1. ONE STORY HOUSES 1500 SQ FT MINIMUM.
   - 9.2. TWO STORY HOMES 2500 SQ FT MINIMUM WITH FIRST FLOOR BEING AT LEAST 1500 SQ FT.
   - 9.3. NO MOBILE HOMES.
   - 9.4. NO RAISING OF PIGS.
   - 9.5. NO TRASH PILES.
   - 9.6. NO RV PARKS OR STORAGE FACILITIES.
   - 9.7. NO SUBDIVIDING.
   - 9.8. ONLY ONE SINGLE FAMILY RESIDENCE PER LOT.
   - 9.9. MAY NOT BE USED FOR COMMERCIAL PURPOSES.

FIELD NOTES:
THESE NOTES DESCRIBE THAT CERTAIN TRACT OF LAND LOCATED IN THE BURRELL EAVES SURVEY, ABSTRACT NO. 216 AND THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, SITUATED IN WILLIAMSON COUNTY, TEXAS; SUBJECT TRACT BEING ALL OF A CALLED "11.8379 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDORS LIEN FROM YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, AND ANGELA E. IRVINE TO MICHAEL L. CREAMER AND DONA M. CREAMER DATED 8-28-2013 AS RECORDED IN DOCUMENT NO. 2013085964, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY (OPRWC) BEING SURVEYED ON THE GROUND UNDER THE DIRECT SUPERVISION OF BRUCE LANE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249, DURING THE MONTH OF MARCH 2021, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2" IRON ROD {NORTH = 10,248,146.18 FEET, EAST = 3,135,951.09 FEET}AT THE SOUTHWEST CORNER OF A CALLED "10.000 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDORS LIEN FROM MICHAEL L. CREAMER AND DONA M. CREAMER TO JAMES TRAVIS KRAUSE AND ANNA CARY SWANSON DATED 01-07-2021 AS RECORDED IN DOCUMENT NO. 2021004142, OPRWC, SAME BEING IN A NORTH LINE OF WILLIAMSON COUNTY ROAD NO. 146; THENCE NORTH 69° 12' 00" EAST WITH THE SOUTH LINE OF SAID "10.000 ACRES" AND NORTH LINE OF WILLIAMSON COUNTY ROAD NO. 146 A DISTANCE OF 67.09 FEET TO SET ½" IRON ROD (CAPPED BTS) AT THE NORTHWEST CORNER OF SAID "11.8379 ACRES" AND THE PLACE OF BEGINNING OF THIS DESCRIPTION;

THENCE NORTH 69° 34' 50" EAST WITH THE COMMON LINE OF SAID "11.8379 ACRES" AND "10.000 ACRES" A DISTANCE OF 810.81 FEET TO A FOUND 10 INCH CEDAR FENCE CORNER POST AT THE SOUTHEAST CORNER OF SAID "10.000 ACRES" AND NORTHEAST CORNER OF SAID "11.8379 ACRES" IN THE APPROXIMATE COMMON SURVEY LINE OF THE ANTONIO MANCHACA SURVEY ABSTRACT NO. 653 AND THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, SAME BEING THE WEST LINE OF A CALLED "10.000 ACRES" CONVEYED IN A WARRANTY DEED WITH VENDORS LIEN FROM YVONNE DENISE NEWMAN AND LAWRENCE MARK IRVINE, AS CO-TRUSTEES OF THE IRVINE FAMILY TRUST, AND ANGELA E. IRVINE TO JACOB BALUSEK AND BROOKE BALUSEK, AKA BROOKE BALUSEK, DATED 05-23-2016 OF RECORD IN DOCUMENT NO. 2016048010, OPRWC;

THENCE SOUTH 20° 27' 27" EAST WITH SAID APPROXIMATE COMMON SURVEY LINE OF THE ANTONIO MANCHACA SURVEY ABSTRACT NO. 653 AND THE LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, PASSING THE APPROXIMATE NORTHEAST CORNER OF AFOREMENTIONED BURRELL EAVES SURVEY, ABSTRACT NO. 216, SAME BEING THE SOUTHEAST CORNER OF AFOREMENTIONED LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653 AT APPROXIMATELY 20 FEET AND CONTINUING WITH THE APPROXIMATE COMMON SURVEY LINE OF THE ANTONIO MANCHACA SURVEY ABSTRACT NO. 653 AND THE BURRELL EAVES SURVEY, ABSTRACT NO. 216, ALSO THE COMMON LINE OF SAID "11.8379 ACRES" AND "10.000 ACRES" (BALUSEK) A DISTANCE OF 635.21 FEET TO A FOUND ½" IRON ROD (CAPPED 4046) AT THE SOUTHEAST CORNER OF SAID "11.8379 ACRES", SAME BEING THE SOUTHWEST CORNER OF SAID "10.000 ACRES" (BALUSEK) IN A NORTH LINE OF WILLIAMSON COUNTY ROAD NO. 146;

THENCE WITH THE SOUTH AND WEST LINES OF SAID "11.8379 ACRES", SAME BEING A NORTH AND EAST LINE OF SAID WILLIAMSON COUNTY ROAD NO. 146 THE FOLLOWING SIX (6) CALLS:

1.	SOUTH 69° 33' 50" WEST	315.87 FEET TO SET ½" IRON ROD (CAPPED BTS),
2.	SOUTH 67° 35' 18" WEST	466.30 FEET TO SET ½" IRON ROD (CAPPED BTS),
3.	NORTH 66° 55' 32" WEST	19.57 FEET TO SET ½" IRON ROD (CAPPED BTS),
4.	NORTH 28° 59' 40" WEST	17.31 FEET TO AN OLD FENCE POST,
5.	NORTH 20° 51' 48" WEST	363.96 FEET TO SET ½" IRON ROD (CAPPED BTS),
6.	NORTH 22° 46' 38" WEST	166.78 FEET TO AN OLD FENCE POST AND

NORTH 22° 15' 02" WEST, AT APPROXIMATELY 71 FEET CROSSING THE COMMON LINE OF AFOREMENTIONED BURRELL EAVES SURVEY, ABSTRACT NO. 216 AND LEMUEL S. WALTERS SURVEY, ABSTRACT NO. 653, AND CONTINUING A TOTAL DISTANCE OF 90.39 FEET TO THE PLACE OF BEGINNING CONTAINING ACCORDING TO THE DIMENSIONS HEREIN STATED AN AREA OF 11.79 ACRES OF LAND.

NOTE: BEARINGS AND COORDINATES RECITED HEREIN BASED ON TEXAS PLANE COORDINATE SYSTEM (CENTRAL ZONE) NAD 83/93 ADJUSTMENT AND ARE GRID VALUES. ATTENTION IS INVITED TO ACCOMPANYING PLAT FOR FURTHER INFORMATION.

SHEET 01 OF 02

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

FINAL PLAT
OF
CARNLEY TWO

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

WE, BRUCE CARNLEY AND RHONDA CARNLEY CO-OWNERS OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021007729 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS

CARNLEY TWO.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 22nd DAY OF September, 2021.

BRUCE CARNLEY
CARNLEY PROPERTIES
166 DB WOOD DRIVE
GEORGETOWN, TX 78626

RHONDA CARNLEY
CARNLEY PROPERTIES
166 DB WOOD DRIVE
GEORGETOWN, TX 78626

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BRUCE CARNLEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22nd DAY OF September, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RHONDA CARNLEY, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 22nd DAY OF September, 2021.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON:

ADAM REILLY
Notary Public, State of Texas
Comm. Expires 08-16-2022
Notary ID 131685498

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

THAT MCBANK, THE LIEN HOLDER OF THAT CERTAIN 11.8379 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2021007729, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 11.8379 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DO FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

MCBANK

BY:
ROBERT E. HEMSATH

IT'S CEO

GAIL BROOKS
Notary ID #128931119
My Commission Expires
March 27, 2024

STATE OF TEXAS §
. Mills §
COUNTY OF ~~WILLIAMSON~~ §

KNOW ALL MEN BY THESE PRESENTS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28th DAY OF September 2021,

BY: Gail Brooks
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME:
MY COMMISSION EXPIRES ON: March 27, 2024

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BRUCE BRYAN, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH WILLIAMSON COUNTY REGULATIONS.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 1 DAY OF OCTOBER, 2021

BRUCE BRYAN DATE 10-01-2021
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 4249
STATE OF TEXAS

STATE OF TEXAS REGISTERED
BRUCE LANE BRYAN
4249
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, JENNIFER L. HENDERSON, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NUMBER 48491C0125F, EFFECTIVE DATA DECEMBER 20, 2019.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL THIS 30TH DAY OF SEPTEMBER, 2021.

JENNIFER L. HENDERSON DATE 9/30/21
REGISTERED PROFESSIONAL ENGINEER, NO. 116883
STATE OF TEXAS

STATE OF TEXAS
JENNIFER L. HENDERSON
116883
LICENSED
PROFESSIONAL ENGINEER

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 1st DAY OF October, 2021, A.D.

Teresa Baker
WILLIAMSON COUNTY ADDRESSING COORDINATOR

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT.

FOR Adam D. Boatright
J. TERRON EVERTSON, P.E., D.R., C.F.M. Adam D. Boatright
COUNTY ENGINEER

10/13/2021
DATE

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
. §
COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___ A.D., AT ____O'CLOCK, ___.M., AND DULY RECORDED THIS THE DAY OF _____, 20___ A.D., AT ___O'CLOCK, ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET 02 OF 02

BRYAN TECHNICAL SERVICES, INC.
911 NORTH MAIN
TAYLOR, TX 76574
PHONE: (512) 352-9090
FAX: (512) 352-9091
FIRM No. 10128500
surveying@austin.rr.com
www.bryantechnicalservices.com

Henderson Professional Engineers
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
Civil Engineering
www.hendersonpe.com
WBE210166 | HUB 1853873845300

Commissioners Court - Regular Session **54.**

Meeting Date: 10/19/2021

Final plat for the Santa Rita Ranch Phase 1 Section 22 subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 1 Section 22 subdivision – Precinct 3.

Background

This phase is the next phase in the Santa Rita Ranch Phase 1 development. This final plat consists of 58 single family lots, 1 open space/water quality/drainage/landscape/utility lots, 1 open space/ landscape/utility lots and 2,852 linear feet of new public roads. Roadway and drainage construction are not yet complete but a performance bond in the amount of $1,527,445.79 has been posted with the County to cover the cost of the remaining construction.

Timeline

2019-12-19 – initial submittal of final plat
2020-01-19 – 1st review complete with comments
2021-09-02 – 2nd submittal of final plat and receipt of a performance bond for the amount of the remaining construction
2021-09-17 – 2nd review complete with all comments
2021-10-12 – 3rd submittal of final plat with all signatures
2021-10-13 – 3rd review complete with all comments clear
2021-10-14 – final plat placed on the October 19, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

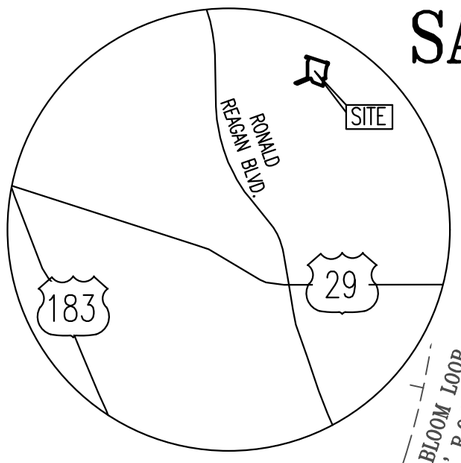
final plat - Santa Rita Ranch Ph 1 Sec 22

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:38 AM
Form Started By: Adam Boatright		Started On: 10/14/2021 11:34 AM
Final Approval Date: 10/14/2021		

SANTA RITA RANCH PHASE 1, SECTION 22

FINAL PLAT



DATE: OCTOBER 12, 2021

OWNER:

SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:

SANTA RITA KC, LLC.,
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:

CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 24.684 ACRES
SURVEY: GREANLEAF FISK SURVEY, ABSTRACT NO. 5
& GEORGE W. GLASSCOCK SURVEY, ABSTRACT NO. 266

F.E.M.A. MAP NO. 48491C 0275E
WILLIAMSON COUNTY, TEXAS AND
INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

TOTAL OF LOTS:	60
NO. OF SINGLE FAMILY LOTS:	58
NO. OF O.S., P.U.E, D.E., W.Q.E. & L.S.E. LOTS:	1
NO. OF O.S., P.U.E. & L.S.E LOTS:	1

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD SET
- CAPPED 1/2" IRON ROD FOUND
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.S.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- APPROXIMATE LOCATION OF PROPOSED SIDEWALK
- MIN FFE XXX.X' MINIMUM FINISHED FLOOR ELEVATION
- AREA OF EXISTING DRAINAGE EASEMENT RECORDED IN DOC. NO. _____

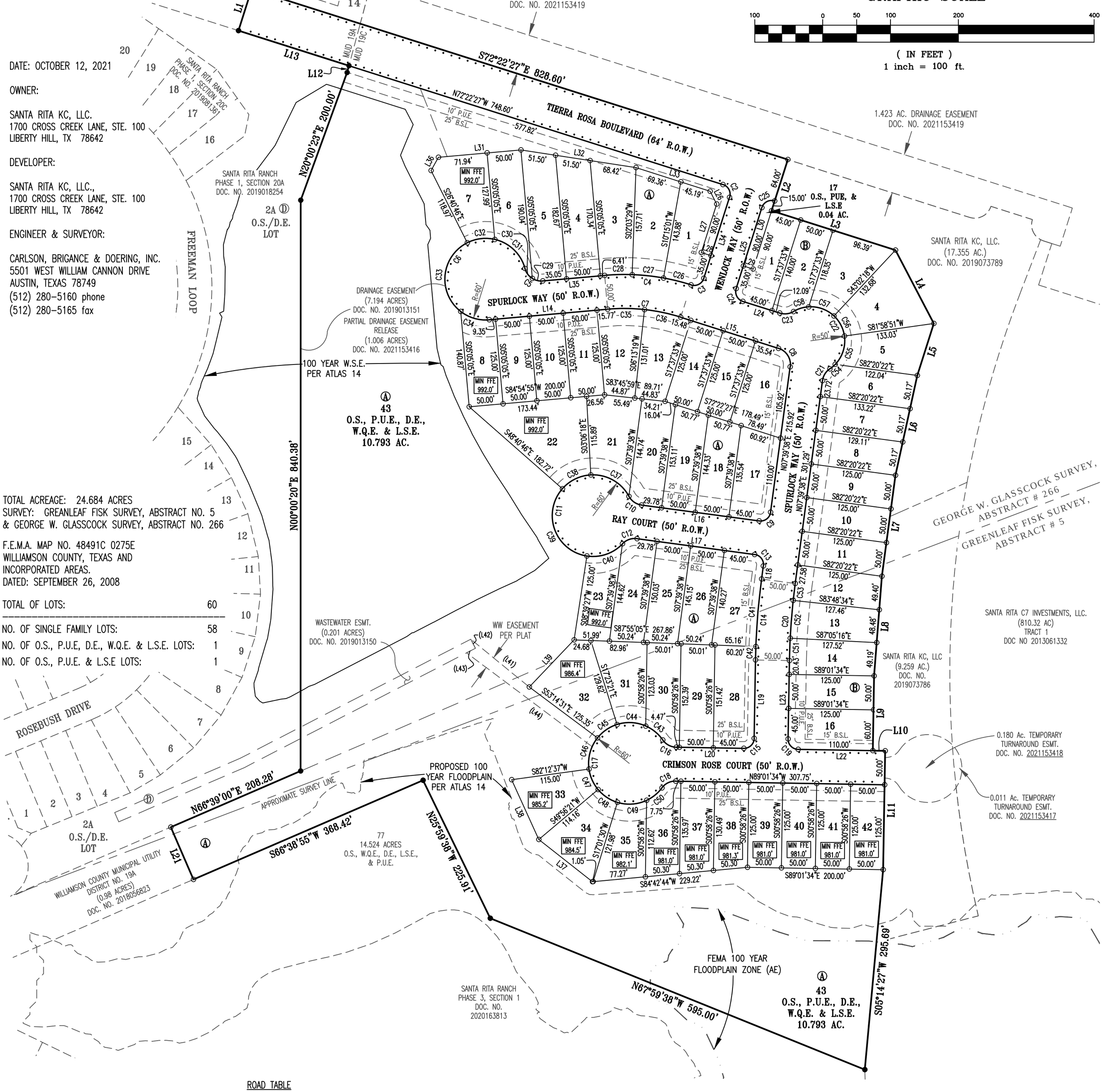
north

SCALE: 1" = 100'

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
TIERRA ROSA BLVD.	829'	64' R.O.W.	44' FOC-FOC	35 M.P.H.	PUBLIC	COLLECTOR
SPURLOCK WAY	1,151'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
CRIMSON ROSE COURT	376'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
RAY COURT	284'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
WENLOCK WAY	212'	50' R.O.W.	33' FOC-FOC	25 M.P.H.	PUBLIC	LOCAL
TOTAL	2,852'					

SHEET NO. 1 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5153\SURVEY\PLAT - SANTA RITA PH1 SEC 22.dwg

SANTA RITA RANCH PHASE 1, SECTION 22

FINAL PLAT

Line Table		
Line #	Length	Direction
L1	64.00	N17°37'33"E
L2	79.00	S17°37'33"W
L3	191.39	S72°22'27"E
L4	121.90	S27°38'50"E
L5	80.30	S17°37'33"W
L6	150.51	S12°21'26"W
L7	150.00	S07°39'38"W
L8	147.07	S04°28'46"W
L9	110.00	S00°58'26"W
L10	18.28	S89°01'34"E

Line Table		
Line #	Length	Direction
L11	175.00	S00°58'26"W
L12	10.38	N15°00'23"E
L13	170.78	N72°22'27"W
L14	175.12	N84°54'55"E
L15	151.01	N72°22'27"W
L16	174.78	N82°20'22"W
L17	174.78	N82°20'22"W
L18	19.29	N07°39'38"E
L19	115.43	N00°58'26"E
L20	99.47	N89°01'34"W

Line Table		
Line #	Length	Direction
L21	83.99	N23°20'57"W
L22	128.28	N89°01'34"W
L23	115.43	N00°58'26"E
L24	57.09	N72°22'27"W
L25	125.00	N17°37'33"E
L26	21.21	S27°22'27"E
L27	75.00	S17°37'33"W
L28	15.00	S72°22'27"E
L29	15.00	S72°22'27"E
L30	105.00	N17°37'33"E

Line Table		
Line #	Length	Direction
L31	121.94	S84°54'55"W
L32	171.41	S81°13'59"E
L33	114.55	S72°22'27"E
L34	125.00	N17°37'33"E
L35	91.46	N84°54'55"E
L36	22.48	S29°07'04"W
L37	100.55	N51°50'28"W
L38	96.69	N24°24'56"W
L39	95.71	N43°33'35"E

Easement Line Table		
Line #	Length	Direction
(L41)	111.32	N50°45'31"W
(L42)	15.00	S27°18'19"E
(L43)	14.75	S62°41'41"W
(L44)	230.93	S53°14'31"E

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C2	23.56	15.00	N27°22'27"W	21.21	15.00	90°00'00"
C3	23.56	15.00	N62°37'33"E	21.21	15.00	90°00'00"
C4	128.82	325.00	N83°43'46"W	127.98	65.27	22°42'37"
C5	34.83	25.00	N55°10'00"W	32.08	20.92	79°50'09"
C6	272.10	60.00	N34°49'59"E	92.04	71.71	259°50'11"
C7	109.00	275.00	N83°43'46"W	108.29	55.23	22°42'37"
C8	34.92	25.00	N32°21'25"W	32.15	20.99	80°02'06"
C9	23.56	15.00	N52°39'38"E	21.21	15.00	90°00'00"
C10	23.55	25.00	N55°21'19"W	22.69	12.73	53°58'05"
C11	301.53	60.00	N07°39'38"E	70.59	43.64	287°56'10"
C12	23.55	25.00	N70°40'36"E	22.69	12.73	53°58'05"
C13	23.56	15.00	N37°20'22"W	21.21	15.00	90°00'00"
C14	119.62	1025.00	N04°19'02"E	119.56	59.88	6°41'12"
C15	23.56	15.00	N45°58'26"E	21.21	15.00	90°00'00"
C16	23.55	25.00	N62°02'32"W	22.69	12.73	53°58'05"
C17	301.53	60.00	N00°58'26"E	70.59	43.64	287°56'10"
C18	23.55	25.00	N63°59'23"E	22.69	12.73	53°58'05"
C19	23.56	15.00	N44°01'34"W	21.21	15.00	90°00'00"
C20	113.79	975.00	N04°19'02"E	113.72	56.96	6°41'12"
C21	21.03	25.00	N31°45'20"E	20.41	11.18	48°11'23"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C22	153.95	50.00	N32°21'25"W	99.95	1597.37	176°24'51"
C23	21.03	25.00	N83°31'51"E	20.41	11.18	48°11'23"
C24	23.56	15.00	N27°22'27"W	21.21	15.00	90°00'00"
C25	23.56	15.00	N62°37'33"E	21.21	15.00	90°00'00"
C26	41.84	325.00	N76°03'43"W	41.81	20.95	7°22'32"
C27	46.47	325.00	N83°50'45"W	46.43	23.27	8°11'32"
C28	40.52	325.00	S88°29'12"W	40.49	20.28	7°08'34"
C29	16.02	25.00	S76°43'19"E	15.75	8.30	36°43'31"
C30	18.81	25.00	S36°48'15"E	18.37	9.88	43°06'38"
C31	64.57	60.00	N46°04'43"W	61.50	35.81	61°39'34"
C32	41.65	60.00	S83°12'22"W	40.82	21.70	39°46'16"
C33	121.22	60.00	S05°26'29"W	101.63	95.57	115°45'30"
C34	44.66	60.00	S73°45'41"E	43.64	23.42	42°38'51"
C35	54.27	275.00	N89°25'53"W	54.18	27.22	11°18'24"
C36	54.73	275.00	N78°04'34"W	54.64	27.46	11°24'14"
C37	67.79	60.00	N60°44'17"W	64.24	38.03	64°44'01"
C38	47.73	60.00	S64°06'28"W	46.48	25.21	45°34'28"
C39	128.45	60.00	S20°00'40"E	105.29	109.74	122°39'48"
C40	57.56	60.00	N71°10'30"E	55.38	31.21	54°57'53"
C41	99.80	1025.00	S04°52'17"W	99.76	49.94	5°34'43"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C42	19.83	1025.00	S01°31'41"W	19.82	9.91	1°06'30"
C43	32.68	60.00	N50°39'48"W	32.28	16.76	31°12'38"
C44	43.06	60.00	N86°49'44"W	42.14	22.51	41°07'14"
C45	35.57	60.00	S55°37'46"W	35.05	18.32	33°57'47"
C46	48.85	60.00	S15°19'26"W	47.51	25.87	46°38'52"
C47	33.43	60.00	S23°57'43"E	33.00	17.16	31°55'27"
C48	34.61	60.00	S56°26'58"E	34.13	17.80	33°03'04"
C49	44.24	60.00	N85°53'59"E	43.25	23.18	42°15'01"
C50	29.08	60.00	N50°53'25"E	28.80	14.83	27°46'08"
C51	32.99	975.00	S01°56'35"W	32.98	16.49	1°56'18"
C52	55.79	975.00	S04°33'05"W	55.78	27.90	3°16'42"
C53	25.02	975.00	S06°55'32"W	25.02	12.51	1°28'13"
C54	10.35	50.00	N49°55'12"E	10.33	5.19	11°51'39"
C55	45.39	50.00	N17°59'07"E	43.84	24.39	52°00'31"
C56	33.98	50.00	N27°29'25"W	33.33	17.68	38°56'33"
C57	40.59	50.00	N70°12'55"W	39.48	21.49	46°30'26"
C58	23.65	50.00	S72°59'01"W	23.43	12.05	27°05'43"

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LEINS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS EXCEPT LOT 43, BLOCK A, WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
3. THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CALRSON, BRIGNACE & DOERING, INC., DATED MARCH 16, 2021. THE FEMA 100-YR FLOODPLAIN SHWON ON THE PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008, AND L.O.M.R. No. 16-06-0501P, EFFECTIVE MARCH 2, 2017. MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY CARLSON BRIGANCE, & DOERING, INC., ON MARCH 16, 2021.
4. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
5. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/GEORGETOWN UTILITY SYSTEMS.
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19A/CITY OF LIBERTY HILL.
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.
7. A PUBLIC UTILITY EASEMENT 10 FEET WIDE IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAY.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5153\SURVEY\PLAT - SANTA RITA PH1 SEC 22.dwg

SANTA RITA RANCH PHASE 1, SECTION 22
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 24.684 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5 AND THE GEORGE W. GLASSCOCK SURVEY, ABSTRACT NUMBER 266, BOTH SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING COMPRISED OF A PORTION OF A CALLED 17.355 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2019073789, A PORTION OF A CALLED 9.259 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2019073786, A PORTION OF A CALLED 77.269 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2019073788, ALL OF A CALLED 0.556 ACRE TRACT OF LAND (TRACT TWO), AND ALL OF A CALLED 0.616 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2021052432, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, (O.P.R.W.C.TX.), SAID 24.684 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHERNMOST CORNER OF SAID 0.616 ACRE TRACT, BEING AT A NORTHEAST CORNER OF LOT 77, BLOCK F, SANTA RITA RANCH, PHASE 3, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020163813, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE NORTH LINE OF SAID LOT 77, AND OVER AND ACROSS A CALLED 810.32 ACRE TRACT OF LAND (TRACT 1) CONVEYED TO SANTA RITA C7 INVESTMENTS, LTD. IN DOCUMENT NUMBER 2013061332, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, THE FOLLOWING THREE (3) COURSES AND DISTANCES, NUMBERED 1 THROUGH 3,

1) N67°59'38"W, A DISTANCE OF 595.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
2) N25°59'38"W, A DISTANCE OF 225.91 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
3) S66°38'55"W, A DISTANCE OF 368.42 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" AT THE SOUTHERNMOST CORER OF SAID 0.556 ACRE TRACT OF LAND, BEING AT THE EASTERNMOST CORNER OF A CALLED 0.98 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON COUNTY MUD NUMBER 19A IN DOCUMENT NUMBER 2018056823, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING IN THE NORTH LINE OF SAID LOT 77, FOR A SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N23°20'57"W, OVER AND ACROSS SAID 810.32 ACRE TRACT, AND WITH THE NORTHEAST LINE OF SAID 0.98 ACRE TRACT OF LAND, A DISTANCE OF 83.99 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" IN THE SOUTHEAST LINE OF LOT 2A, BLOCK D, SANTA RITA RANCH PHASE 1, SECTION 20A, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2019018254, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN A NORTHWEST LINE OF SAID 810.32 ACRE TRACT, SAME BEING AT THE WESTERNMOST CORNER OF SAID 0.556 ACRE TRACT OF LAND, FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT,

THENCE, WITH THE SOUTHERN, EASTERN AND NORTHERN LINES OF SAID LOT 2A, THE NORTHWEST LINE OF SAID 0.556 ACRE TRACT, THE WEST LINE OF SAID 17.355 ACRE TRACT OF LAND, AND OVER AND ACROSS SAID 77.269 ACRE TRACT OF LAND, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5,

1) N66°39'00"E, A DISTANCE OF 208.28 FEET TO 1/2 INCH IRON ROD FOUND AT A SOUTHEAST CORNER OF SAID LOT 2A, BEING AT THE NORTHERNMOST CORNER OF SAID 0.556 ACRE TRACT OF LAND,
2) N00°00'23"E, A DISTANCE OF 840.38 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND,
3) N20°00'23"E, A DISTANCE OF 200.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND,
4) N15°00'23"E, A DISTANCE OF 10.38 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND,
5) N72°22'27"W, A DISTANCE OF 170.78 FEET TO A 1/2 INCH IRON ROD FOUND AT THE SOUTH TERMINUS OF TIERRA ROSA BOULEVARD (64' R.O.W.), BEING AT A SOUTHERN CORNER OF SANTA RITA RANCH, PHASE 1, SECTION 16, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020159670, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAME BEING IN A NORTH LINE OF SAID LOT 2A, FOR A WESTERN CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N17°37'33"E, WITH THE TERMINUS LINE OF SAID TIERRA ROSA BOULEVARD, AND AN EASTERN LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 16, A DISTANCE OF 64.00 FEET TO 1/2 INCH IRON ROD FOUND AT THE NORTHERN TERMINUS OF SAID TIERRA ROSA BOULEVARD, BEING IN THE SOUTH LINE OF LOT 14, BLOCK C, SAID SANTA RITA RANCH, PHASE 1, SECTION 16, FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, S72°22'27"E, OVER AND ACROSS SAID 77.269 ACRE TRACT OF LAND, A CALLED 138.71 ACRE TRACT OF LAND CONVEYED TO SANTA RITA INVESTMENTS, LTD. IN DOCUMENT NUMBER 2012105943, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A CALLED 78.96 ACRE TRACT OF LAND CONVEYED TO SANTA RITA INVESTMENTS, LTD. IN DOCUMENT NUMBER 2010078328, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, WITH A SOUTH LINE OF SAID LOT 14, AND WITH THE NORTH LINE OF SAID 17.355 ACRE TRACT, A DISTANCE OF 828.60 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 17.355 ACRE TRACT, SAID 9.259 ACRE TRACT OF LAND, AND WITH THE EAST LINE OF SAID 0.616 ACRE TRACT OF LAND, THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES, NUMBERED 1 THROUGH 11,

1) S17°37'33"W, A DISTANCE OF 79.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
2) S72°22'27"E, A DISTANCE OF 191.39 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
3) S27°38'50"E, A DISTANCE OF 121.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
4) S17°37'33"W, A DISTANCE OF 80.30 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
5) S12°21'26"W, A DISTANCE OF 150.51 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
6) S07°39'38"W, A DISTANCE OF 150.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
7) S04°28'46"W, A DISTANCE OF 147.07 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
8) S00°58'26"W, A DISTANCE OF 110.00 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
9) S89°01'34"E, A DISTANCE OF 18.28 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE",
10) S00°58'26"W, A DISTANCE OF 175.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", AND
11) S05°14'27"W, A DISTANCE OF 295.69 FEET TO THE POINT OF BEGINNING AND CONTAINING 24.684 ACRES OF LAND.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH–J:\AC3D\5153\SURVEY\PLAT – SANTA RITA PH1 SEC 22.dwg

SANTA RITA RANCH PHASE 1, SECTION 22
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT OF, SANTA RITA KC, LLC, OWNER OF THAT CALLED 17.355 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2019073789, THAT CALLED 9.259 ACRE TRACT CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2019073786, THAT CALLED 77.269 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC, IN DOCUMENT NUMBER 2019073788, THAT CALLED 0.556 ACRE TRACT OF LAND (TRACT TWO), AND THAT CALLED 0.616 ACRE TRACT OF LAND (TRACT ONE) CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2021052432, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS:

"SANTA RITA RANCH PHASE 1, SECTION 22"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 9th DAY OF September, 2021.

SANTA RITA KC, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MR. JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 9th DAY OF SEPTEMBER, 2021, A.D.

_____
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

SUSAN O MARTIN
Notary Public, State of Texas
My Commission Expires
November 07, 2023
NOTARY ID 1042593-4

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: FIRST VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 16 DAY OF September, A.D., 2021.

BY: _____
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernandez

MY COMMISSION EXPIRES 6-2-2024

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2024
Notary ID 126285198

CITY OF LIBERTY HILL APPROVAL

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WIH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

_____ 9-21-2021
JOHN BYRUM, DIRECTOR OF PLANNING DATE
CITY OF LIBERTY HILL, TEXAS

ROAD NAME & 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 9 DAY OF September, 2021 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

PRINTED NAME: Cindy Bridges

STATE OF TEXAS:

COUNTY OF TRAVIS:

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C-0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: _____ 9/21/2021
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:

COUNTY OF TRAVIS:

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 21SEP2021
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, BILL GRAVELL JR., COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

SHEET NO. 4 OF 4

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

PATH-J: \AC3D\5153\SURVEY\PLAT - SANTA RITA PH1 SEC 22.dwg

Commissioners Court - Regular Session **55.**

Meeting Date: 10/19/2021

Revised preliminary plat for the Santa Rita Ranch Phase 2A subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Santa Rita Ranch Phase 2A subdivision – Precinct 3.

Background

This is the first revision to the preliminary plat for the Santa Rita Ranch Phase 2A subdivision that was previously approved on July 21, 2021. Since the last approval, the developer has requested changes to the roadway layout, minor lot layout and boundary changes. This revision consists of a decrease of 80 linear feet of a new public roads and a decrease of 2 single-family lots. With this revision, the proposed Santa Rita Ranch Phase 2A subdivision consists of 391 single family lots, 15 drainage/open space/landscape/utility lots, 2 commercial lots and 23,572 feet of new roads on 251.695 acres.

Timeline

2021-09-13 – initial submittal of the revised preliminary plat
2021-10-13 – 1st review complete with comments cleared
2021-10-14 – revised preliminary plat placed on the October 19, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preliminary plat (revision 1) - Santa Rita Ranch Ph 2A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:43 AM
Form Started By: Adam Boatright		Started On: 10/14/2021 11:38 AM
Final Approval Date: 10/14/2021		

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
— — — —	BUILDING SETBACK LINE
- - - - - -	EASEMENT LINE
———	BOUNDARY LINE
— — —	FEMA ZONE A (100YR FLOODPLAIN)
- - - - - -	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

0 300' 600'

SCALE: 1" = 300'

ORIGINAL SUBMITTAL DATE: OCTOBER 11, 2019
REVISION #1 SUBMITTAL DATE: SEPTEMBER 13, 2021

OWNER:
SRFV DEVELOPMENT, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC.
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 phone
(512) 280-5165 fax

TOTAL ACREAGE: 251.695 ACRES
SURVEY: B. MANLOVE SURVEY,
ABSTRACT NO. 417

TOTAL OF LOTS:	408
NO. OF SINGLE FAMILY LOTS:	391
NO. OF COMMERCIAL LOTS:	2
NO. DE, WQE, PUE, & OS LOTS:	7
NO. OF OS & PUE LOTS:	6
NO. OF OS LOTS:	1
NO. OF LSE LOTS:	1
NO OF BLOCKS:	13,

GENERAL:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO PLATTING AND DEVELOPMENT OF THIS PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

DRAINAGE AND FLOODPLAIN:

4. THE 100 YEAR DEVELOPED FLOODPLAIN SHOWN ON THE PRELIMINARY PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE, & DOERING, INC., DATED MARCH 11, 2020. THE FEMA 100 YEAR FLOODPLAIN (ZONE A) SHOWN ON THE PRELIMINARY PLAT WAS TAKEN FROM FEMA FLOODPLAIN MAP 48491C0275E, DATED SEPTEMBER 26, 2008.

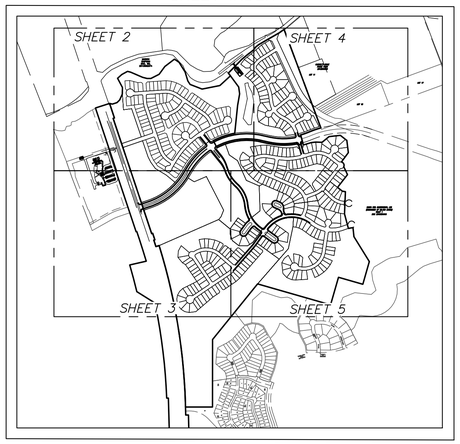
WATER AND WASTEWATER:

1. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/GEORGETOWN UTILITY SYSTEMS
2. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19/CITY OF LIBERTY HILL
3. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT OF WAY:

1. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.
2. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

SHEET INDEX



STREET NAME	MAINTENANCE AUTHORITY	R.O.W. WIDTH	PAVEMENT WIDTH	SIDEWALKS	DESIGN SPEED	LINEAR FEET	CLASSIFICATION
ABETO COVE	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	**195**	LOCAL
ALAVA WAY	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,193**	LOCAL
ARBOROSA PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**290**	LOCAL
ARTWATER STREET	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**518**	COLLECTOR
BASTIA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**348**	LOCAL
BENICIA DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**257**	LOCAL
BENT TWIG STREET	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**409**	LOCAL
BIDDLE BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,273**	LOCAL
BRENA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**376**	LOCAL
CANDELA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**101**	LOCAL
CANO COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**117**	LOCAL
CANTOR COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**135**	LOCAL
CASTILLO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**3,423**	LOCAL
CEDRO BLANCO DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**895**	LOCAL
COW CAMP COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**394**	LOCAL
COW CAMP LANE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,107**	LOCAL
COW CAMP LANE	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**1,388**	COLLECTOR
FLOWER VALLEY PARKWAY	PUBLIC	60'	40' FACE TO FACE	4'	35 MPH	**1,519**	COLLECTOR
HALLWOOD DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,160**	LOCAL
JACARANDA COURT	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**255**	LOCAL
LAS FLORES DRIVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**246**	LOCAL
MARANA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**105**	LOCAL
NITTA COVE	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**118**	LOCAL
OAKLEY PASS	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,442**	LOCAL
OLD TOWER ROAD	PUBLIC	80'	20' EOP TO EOP	N/A	35 MPH	**1,259**	EXISTING COLLECTOR
SWEETGRASS COURT	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	**209**	LOCAL
TOWER ROAD	PUBLIC	120'	27' FACE TO FACE DIVIDED	6'	45 MPH	**2,830**	ARTERIAL
TRABUCO BEND	PUBLIC	50'	33' FACE TO FACE	4'	25 MPH	**1,778**	LOCAL
WATERSOUND CIRCLE	PUBLIC	120'	30' FACE TO BACK DIVIDED	4'	25 MPH	**233**	LOCAL
TOTAL LINEAR FOOTAGE OF STREETS:						**23,572 L.F.**	

Line Table

Line #	Length	Direction
L1	20.000	S71° 30' 06.37"W
L2	226.660	S18° 29' 46.63"E
L3	42.620	N77° 33' 52.91"W
L4	71.253	S72° 32' 50.63"W
L5	55.883	S45° 52' 17.24"W
L6	94.326	S24° 18' 19.56"W
L7	98.585	S01° 16' 56.96"W
L8	155.381	S27° 51' 57.88"E
L9	85.727	S48° 21' 36.64"W
L10	95.088	S61° 39' 22.05"W
L11	49.555	N75° 32' 02.90"W
L12	191.003	N66° 39' 21.91"W
L13	67.571	N75° 46' 43.01"W
L14	57.294	S89° 59' 24.00"W
L15	136.708	S63° 19' 50.65"W
L16	143.813	S36° 03' 32.53"W
L17	178.902	S52° 40' 31.23"W
L18	82.977	N55° 41' 46.46"W
L19	169.320	N31° 57' 34.74"W
L20	137.512	N16° 42' 11.65"W
L21	62.706	N32° 48' 19.20"W
L22	190.089	N68° 46' 22.12"W
L23	268.582	S78° 41' 50.22"W
L24	212.807	S47° 33' 30.19"W
L25	50.960	S36° 27' 29.99"E
L26	286.480	S44° 18' 15.01"W
L27	98.470	S50° 32' 27.01"W
L28	121.320	S52° 31' 32.01"W
L29	56.220	S36° 03' 33.01"W
L30	55.650	S51° 58' 10.01"W
L31	149.180	S59° 42' 31.01"W
L32	199.560	S60° 25' 36.01"W
L33	89.626	S54° 19' 33.18"W
L34	58.285	N68° 06' 53.48"E
L35	153.685	N15° 18' 03.26"W

Line Table

Line #	Length	Direction
L36	124.269	S73° 30' 05.39"W
L37	65.897	S84° 09' 46.54"W
L38	92.000	N87° 49' 07.02"W
L39	134.657	S50° 45' 59.90"W
L40	168.044	S83° 46' 29.80"W
L41	122.307	N51° 49' 15.00"W
L42	182.191	N06° 49' 15.00"W
L43	171.848	N36° 26' 42.05"E
L44	130.504	N25° 06' 24.92"W
L45	240.000	N37° 59' 04.93"E
L46	90.384	N52° 00' 55.07"W
L47	45.915	N80° 50' 21.91"W
L48	330.517	N02° 15' 38.82"E
L49	222.932	N14° 56' 49.69"W
L50	135.000	N05° 58' 39.50"W
L51	433.467	N31° 46' 02.13"W
L52	350.000	N16° 00' 22.11"E
L53	375.000	S73° 59' 37.89"E
L54	425.000	N16° 00' 22.11"E
L55	399.853	S89° 59' 37.64"E
L56	47.118	S01° 32' 28.35"E
L57	50.000	N72° 39' 59.65"E
L58	101.180	S17° 40' 13.35"E
L59	15.000	S71° 59' 35.65"W
L60	23.500	S18° 30' 53.35"E
L61	15.000	N71° 29' 00.65"E

Curve Table

Curve #	Radius	Tangent	Delta	Chord	Arc Length
C1	1300.00'	75.72'	006°40'02"	151.19'	151.28'
C2	940.00'	54.07'	006°35'03"	107.96'	108.02'
C3	50.00'	61.74'	101°59'39"	77.71'	89.01'
C4	440.00'	34.51'	008°58'10"	68.81'	68.88'
C5	8850.01'	1199.27'	015°26'04"	2376.81'	2384.01'

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
(c) F3791

9-13-2021

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSE

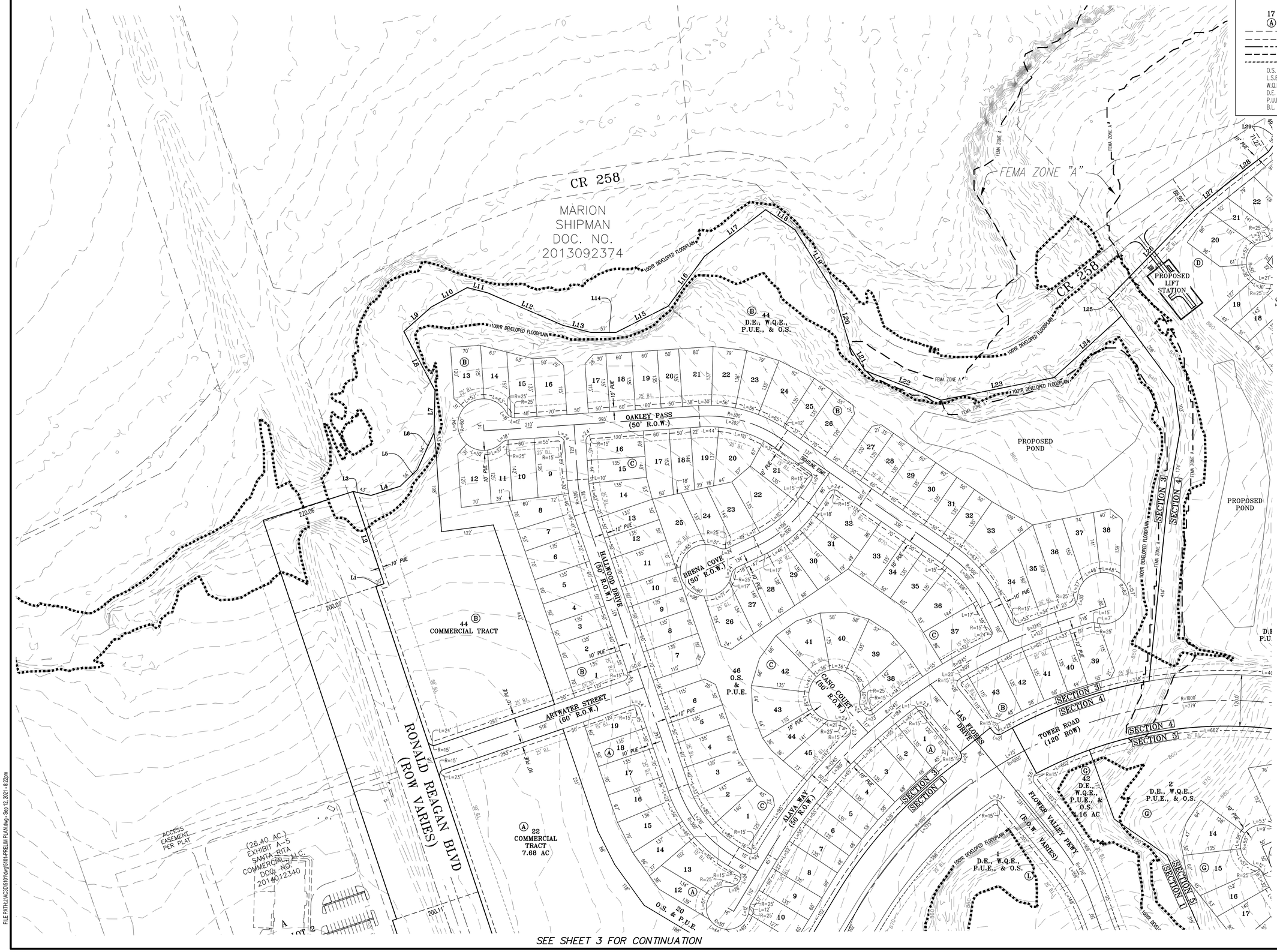
DATE	REVISION
9/13/2021	ADD IMAGE ON THE EAST SIDE OF CASTILLO BEND. SLIGHTLY ADJUSTED 14 LOTS

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: OVERALL PRELIMIANRY PLAN
JOB NAME: SANTA RITA RANCH PHASE 2A
PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019
JOB NUMBER: 5101
SHEET: 1 OF 5
SHEET NO.: 1

FILE PATH:J:\AC3D\5101\dwg\5101-PRELIM PLAN.dwg - Sep 12, 2021 - 8:22pm



STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC. ID # F3791

9-13-2021

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSE

DATE	REVISION
9/13/2021	ADD IMAGERY ON THE EAST SIDE OF CASTILLO ROAD. SLIGHTLY ADJUSTED 14 LOTS

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (1 OF 4)
JOB NAME: SANTA RITA RANCH PHASE 2A
PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019
JOB NUMBER: 5101
SHEET: 2 OF 5
SHEET NO.: 2

FILE PATH: J:\ACD\5101\dwg\5101-PRELIM PLAN.dwg - Sep 12, 2021 - 8:22pm

SEE SHEET 2 FOR CONTINUATION

SEE SHEET 5 FOR CONTINUATION

LEGEND

17	LOT NUMBER
(A)	BLOCK NUMBER
— — —	BUILDING SETBACK LINE
- - - -	EASEMENT LINE
———	BOUNDARY LINE
— — —	FEMA ZONE A (100YR FLOODPLAIN)
·····	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

SCALE: 1" = 100'

RONALD REAGAN BLVD

TOWER ROAD (120' R.O.W.)

FLOWER VALLEY PARKWAY (60' R.O.W.)

SWEETGRASS CT (60' R.O.W.)

BIDDLE BEND (60' R.O.W.)

COW CAMP LANE (60' R.O.W.)

COW CAMP COVE (60' R.O.W.)

SECTION 1

SECTION 2

SECTION 3

SECTION 7

PROPOSED POND

EXISTING POND

RIGHT-TURN BAY TO BE CONSTRUCTED ON RONALD REAGAN BLVD. AT TOWER RD.

A LOT 2 9.430 ACRES

(A) 21 COMMERCIAL TRACT

105 (L) D.E., W.Q.E., P.U.E., & O.S.

104 (L) D.E., W.Q.E., P.U.E., & O.S.

1 (L) D.E., W.Q.E., P.U.E., & O.S.

1 (G) D.E., W.Q.E., P.U.E., & O.S.

S18°29'14"E 1800.66'

N39°00'22"E 1060.00'

SANTA RITA KC1, LLC (38.231 AC/TRACT ONE) DOC. NO. 2013102450

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC. (b) F3791
9-13-2021

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSE

DATE	REVISION
9/13/2021	ADD SWQME ON THE EAST SIDE OF CASTILLO ROAD, SLIGHTLY ADJUSTED 14 LOTS

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (2 OF 4)
JOB NAME: SANTA RITA RANCH PHASE 2A
PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019
JOB NUMBER: 5101
SHEET: 3 OF 5
SHEET NO.: 3

FILE PATH:J:\JAC3D\5101\dwg\5101-PRELIM PLAN.dwg - Sep 12, 2021 - 8:21pm

LEGEND

17	LOT NUMBER
Ⓐ	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	FEMA ZONE A (100YR FLOODPLAIN)
	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

SCALE: 1" = 100'

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER

CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

9-13-2021

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSE

REVISION	DATE
1 ADDED ANNUCLE ON THE EAST SIDE OF CASTILLO BEND. SLIGHTLY ADJUSTED 18 LOTS	9/13/2021

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (3 OF 4)

JOB NAME: SANTA RITA RANCH PHASE 2A

PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019

JOB NUMBER: 5101

SHEET: 4 OF 5

SHEET NO.: 4

FILE PATH: J:\ACSD\5101\dwg\5101-PRELIM PLAN.dwg - Sep 12, 2021 - 8:21pm

LEGEND

17	LOT NUMBER
Ⓐ	BLOCK NUMBER
	BUILDING SETBACK LINE
	EASEMENT LINE
	BOUNDARY LINE
	FEMA ZONE A (100YR FLOODPLAIN)
	100YR DEVELOPED FLOODPLAIN
O.S.	OPEN SPACE
L.S.E.	LANDSCAPE EASEMENT
W.Q.E.	WATER QUALITY EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE SETBACK

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED PROFESSIONAL ENGINEER
CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

9-13-2021

DESIGNED BY:	DRAFTED BY:
SPC/RWH	RWH/TSE

REVISION	DATE
1 ADDED ANNOUNCE ON THE EAST SIDE OF CASTILLO BEND. SLIGHTLY ADJUSTED 18 LOTS	9/13/2021

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791
Civil Engineering ◆ Surveying
5501 West William Cannon Dr. ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SHEET NAME: PRELIMINARY PLAN 100 SCALE (4 OF 4)
JOB NAME: SANTA RITA RANCH PHASE 2A
PROJECT: PRELIMINARY PLAT

DATE: OCTOBER 2019
JOB NUMBER: 5101
SHEET: 5 OF 5
SHEET NO.: 5

FILE PATH:J:\AC3D\5101\dwg\5101-PRELIM PLAN.dwg - Sep 12, 2021 - 8:21pm

Commissioners Court - Regular Session **56.**

Meeting Date: 10/19/2021

Amending plat for the Round Rock Medical Office Building subdivision – Pct 3

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the amending plat for the Round Rock Medical Office Building subdivision – Precinct 3.

Background

This amended plat is for Lots 2A & 2B, Block A, a re-subdivision of Lot 2, Block A, Teravista Section 25 re-plat that previously approved May 10th, 2017. It consists of 2 commercial lots and no new public roads. The reason for the amendment is to adjust the property line between the two lots approximately 25 feet to the west.

Timeline

2021-03-25 – initial submittal of amending plat
2021-04-23 – 1st review complete with comments
2021-06-11 – 2nd submittal of amending plat
2021-06-25 – 2nd review complete and comments clear pending City of Round Rock approval of driveway spacing
2021-06-30 – City of Round Rock driveway spacing comments clear
2021-10-08 – amending plat received with signatures
2021-10-14 – amending plat placed on the October 19, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

amending plat - Round Rock Medical Office Building

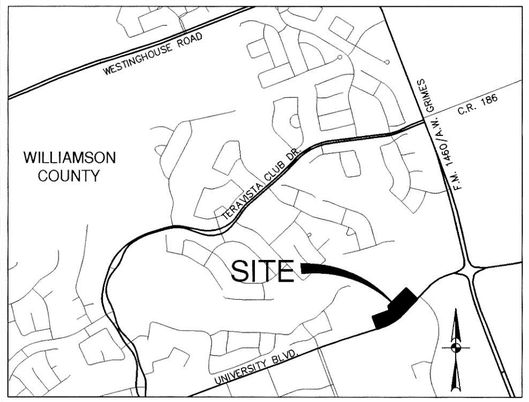
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:59 AM
Form Started By: Adam Boatright		Started On: 10/14/2021 11:42 AM
Final Approval Date: 10/14/2021		

ROUND ROCK MEDICAL OFFICE BUILDING LOT 2A & LOT 2B, BLOCK A

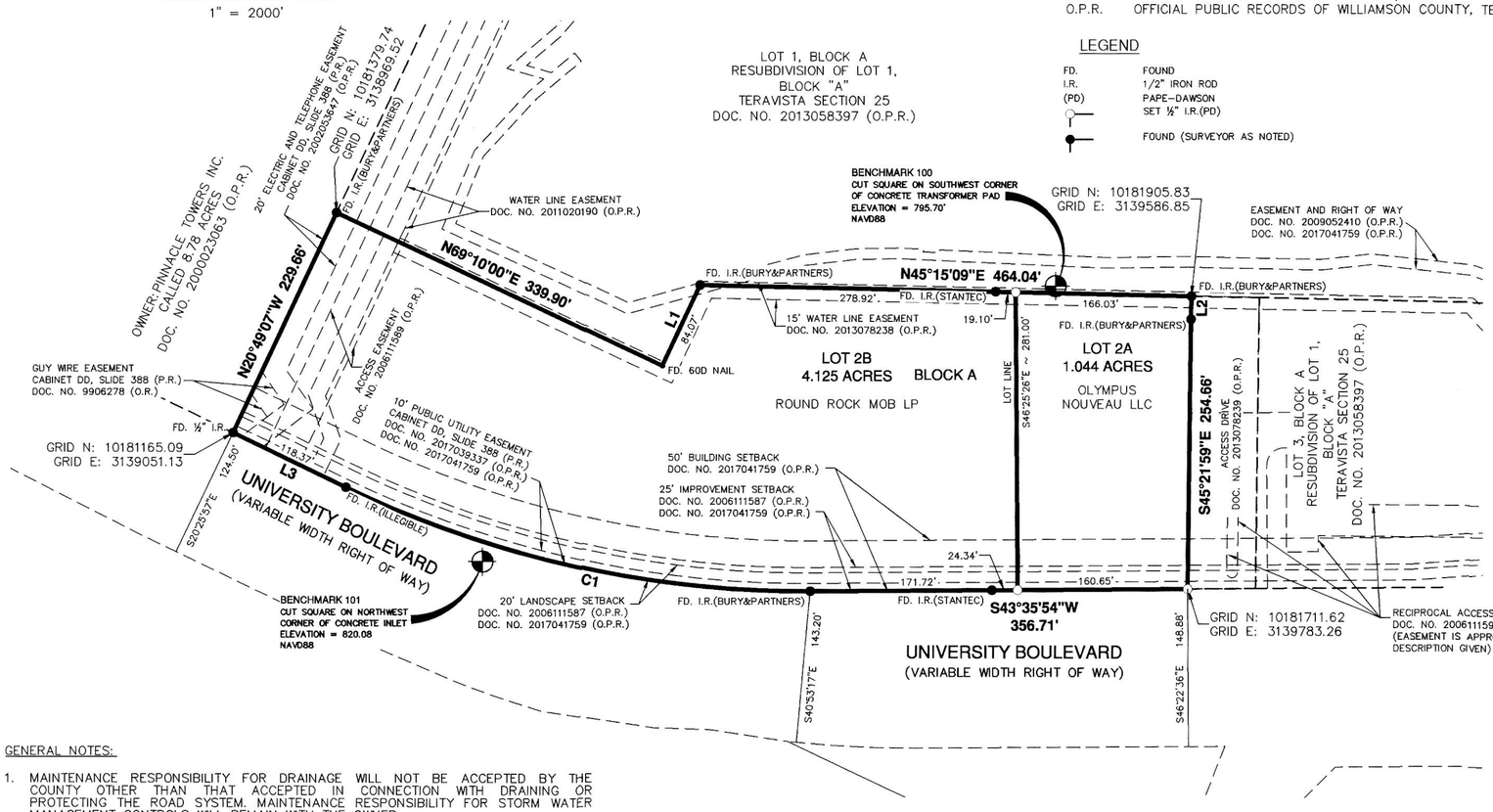
AN AMENDING PLAT OF LOT 2A & LOT 2B, BLOCK A, A RESUBDIVISION OF LOT 2, BLOCK A, A RESUBDIVISION OF LOT 1 , BLOCK A , TERAVISTA SECTION 25

A 5.169 ACRE TRACT OF LAND, BEING ALL OF LOTS 2A, AND 2B, BLOCK A, A RESUBDIVISION OF LOT 2, BLOCK A, A RESUBDIVISION OF LOT 1, BLOCK A, TERAVISTA SECTION 25, RECORDED IN DOCUMENT NO 2017041759, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE BARNEY C LOW SURVEY, ABSTRACT NO. 385 AND THE ABEL L EAVES SURVEY, ABSTRACT 215, IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS.



LOCATION MAP

1" = 2000'

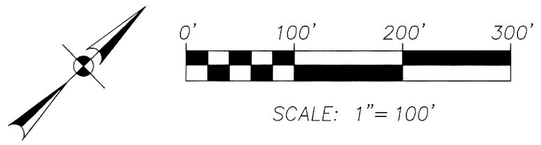


DEED/PLAT REFERENCE

D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LEGEND

FD.	FOUND
I.R.	1/2" IRON ROD
(PD)	PAPE-DAWSON
	SET ½" I.R.(PD)
	FOUND (SURVEYOR AS NOTED)



FIELD NOTES
FOR

A 5.169 ACRE TRACT OF LAND, SITUATED IN THE BARNEY C LOW SURVEY, ABSTRACT NO. 385 AND THE ABEL L EAVES SURVEY, ABSTRACT 215, IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS, being all of LOTS 2A, AND 2B, BLOCK A, A RESUBDIVISION OF LOT 2, BLOCK A, A RESUBDIVISION OF LOT 1, BLOCK A, TERAVISTA SECTION 25, RECORDED IN DOCUMENT NO 2017041759, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 5.169 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod found on a point in the north right-of-way line of University Blvd., a variable width right-of-way, said point being the southwest corner of said Lot 2B, same being the southeast corner of a called 8.78 acre tract conveyed to Pinnacle Towers Inc., recorded in Document No. 2000023063 of the Official Public Records of Williamson County, Texas for the southwest corner and POINT OF BEGINNING hereof;

THENCE N 20°49'07" W, departing the north right-of-way line of said University Blvd., with the west line of said Lot 2B, same being the east line of said 8.78 acre tract, a distance of 229.66 feet to an iron rod with cap marked "Bury & Partners" found on a point in the west line of said 8.78 acre tract, said point being the northwest corner of said Lot 2B, same being the southwest corner of Lot 1, Block A Resubdivision of Lot 1, block A, Teravista Section 25, a subdivision according to the plat recorded in Document No. 2013058397 of the Official Public Records of Travis County, Texas for the northwest corner hereof;

THENCE departing the west line of said 8.78 acre tract, with a northwesterly line of said Lot 2B, and, in part, with the northwesterly line of said Lot 2A, same being the southeasterly line of said Lot 1, the following three (3) courses and distances:

1. N 69°10'00" E, a distance of 339.90 feet to a 60D nail found in a fencepost for an angle point hereof;
2. N 20°47'28" W, a distance of 84.07 feet to an iron rod with cap marked "Bury & Partners" found for an angle point hereof, and
3. N 45°15'09" E, a distance of 464.04 feet to an iron rod with cap marked "Bury & Partners" found at a southeast ell corner of said Lot 1, said point being the north corner of said Lot 2A, for the north corner hereof;

THENCE S 44°48'31" E, with the northeast line of said Lot 2A, same being a southwest line of said Lot 1, a distance of 21.59 feet to an iron rod with cap marked "Bury & Partners" found at an angle point hereof;

THENCE S 45°21'59" E, continuing with the northeast line of said Lot 2A, same being a southwest line of said Lot 1, a distance of 254.66 feet to a ½" iron rod with yellow cap marked "Pape-Dawson" found on a point in the northwest right-of-way line of said University Blvd., said point being the east corner of said Lot 2, same being a south corner of said Lot 1 for the easternmost corner hereof;

THENCE with the northwest right-of-way line of said University Blvd., same being the southeast line of said Lot 2A, and, in part, with the southeast line of said Lot 2A the following three (3) courses and distances:

1. S 43°35'54" W, a distance of 356.71 feet to an iron rod with cap marked "Bury & Partners found for a point of non-tangent curvature hereof,
2. along the arc of a curve to the right, having a radius of 1000.00 feet, a central angle of 25°58'04", a chord bearing and distance of S 56°36'34" W, 449.35 feet, for an arc length of 453.22 feet to an iron rod with illegible cap found for a point of non-tangency hereof, and
3. S 69°45'01" W, a distance of 118.37 feet to the POINT OF BEGINNING and containing 5.169 acres in Williamson County, Texas. Said tract being described in accordance with a survey made on the ground prepared under Job No. 51085-00 by Pape-Dawson Engineers, Inc.

GENERAL NOTES:

1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNER.
2. EXCEPT AS MAY BE MODIFIED OF HEREON, THIS REPLAT IS SUBJECT TO ALL APPLICABLE PLAT NOTES AND RESTRICTIONS AS SET FORTH IN THE ORIGINAL PLAT OF RESUBDIVISION OF LOT 1, BLOCK "A" TERAVISTA SECTION 25, AS RECORDED IN DOCUMENT 2017041759 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.
3. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT DISTANCE EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
4. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
5. EXCEPT IN AREAS REQUIRED TO MEET LEGAL ACCESSIBILITY REQUIREMENTS, THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR AT LEAST ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
8. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOODPLAIN INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0485F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
9. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
10. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
11. WATER AND WASTEWATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY WILLIAMSON COUNTY M.U.D. NO. 11.
12. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

OWNERS: OLYMPUS NOUVEAU LLC

ROUND ROCK MOB LP

ADDRESS: 5115 MAIN STREET, SUITE 102
HOUSTON, TX 77002

ACREAGE: 5.169 ACRES
LOT 2A: 1.044
LOT 2B: 4.125

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
10801 NORTH MOPAC EXPRESSWAY BUILDING 3,
SUITE 200
AUSTIN, TX 78759
(512) 454-8711 P
(512) 459-8867 F

SURVEY: BARNEY C LOW SURVEY
ABSTRACT 385

ABEL L EAVES
ABSTRACT 215

TOTAL LOTS: 2

SUBMITTAL DATE: FEBRUARY 11, 2021

COMBINED SCALE FACTOR: 0.99988

BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD 1983 (HARN '93) RELATIVE TO CORR GPS MONUMENTS 01-011 AND 01-040.

BENCHMARK DESCRIPTION AND ELEVATION:

PT No. 100 CUT SQUARE ON SOUTHWEST CORNER OF CONCRETE TRANSFORMER PAD
NAD 83 GRID COORDINATES
N: 10183042.11
E: 3139867.73
ELEVATION 795.70' (NAVD 1988)
GEOID 03

PT No. 101 CUT SQUARE ON NORTHWEST CORNER OF CONCRETE INLET
NAD 83 GRID COORDINATES
N: 10182472.20
E: 3139679.08
ELEVATION 820.08' (NAVD 1988)
GEOID 03

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1000.00'	25°58'04"	S56°36'34"W	449.35'	453.22'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°47'28"W	84.07'
L2	S44°48'31"E	21.59'
L3	S69°45'01"W	118.37'

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS

10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711

TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

MANN EYE ROUND ROCK LOT 2A & LOT 2B, BLOCK A

Survey Job No. 50941-00
Civil Job No. 50941-00

Date: Jul 30, 2021, 7:11am User ID: vzarcher
File: H:\Survey\CIVIL\50941-00\Plat\MOB PLS50941-00.dwg

ROUND ROCK MEDICAL OFFICE BUILDING LOT 2A & LOT 2B, BLOCK A

AN AMENDING PLAT OF LOT 2A & LOT 2B, BLOCK A, A RESUBDIVISION OF LOT 2, BLOCK A, A RESUBDIVISION OF LOT 1 , BLOCK A , TERAVISTA SECTION 25

A 5.169 ACRE TRACT OF LAND, BEING ALL OF LOTS 2A, AND 2B, BLOCK A, A RESUBDIVISION OF LOT 2, BLOCK A, A RESUBDIVISION OF LOT 1, BLOCK A, TERAVISTA SECTION 25, RECORDED IN DOCUMENT NO 2017041759, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE BARNEY C LOW SURVEY, ABSTRACT NO. 385 AND THE ABEL L EAVES SURVEY, ABSTRACT 215, IN THE CITY OF ROUND ROCK, WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS § HARRIS
COUNTY OF ~~WILLIAMSON~~ §

I, Paul Michael Mann, member of Olympus Nouveau LLC, a Texas Limited Liability Company, as the owner of that certain 1.016 acre tract of land being all of Lot 2A, Block A, a Resubdivision of Lot 2, Block A, a Resubdivision of Lot 1, Block A, Teravista Section 25, as conveyed by a Special Warranty Deed, said Resubdivision recorded in Document No. 2017041759 of the Official Public Records of Williamson County, Texas, situated in the Barney C Low Survey, Abstract No. 385 and the Abel L Eaves Survey, Abstract No. 215, Williamson County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby amend said tract as shown hereof, and do hereby consent to all plat note requirements shown hereof, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as Teravista Section 25 – Lot 2A, Block A.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 30 day of SEPTEMBER 2021,

Paul Michael Mann
Member of Olympus Nouveau LLC
5115 Main Street
Houston, Texas 77002

THE STATE OF TEXAS §
COUNTY OF ~~WILLIAMSON~~ § HARRIS
This instrument was acknowledged before me on the 30 day of SEPTEMBER, 2021, by, Paul Michael Mann, as Member of Olympus Nouveau LLC, a Texas limited liability company, on behalf of said Olympus Nouveau LLC

Notary Public, State of Texas

SHERYL R JACKSON
6492486
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 6, 2024

Printed Name: SHERYL R. JACKSON

My Commission Expires: 04/06/2024

STATE OF TEXAS § HARRIS
COUNTY OF ~~WILLIAMSON~~ §

I, Paul Michael Mann, owner of Round Rock MOB, LP, a Texas Limited Partnership as the owner of that certain 4.153 acre tract of land being all of Lots 2B, Block A, a Resubdivision of Lot 2, Block A, a Resubdivision of Lot 1, Block A, Teravista Section 25, as conveyed by a Special Warranty Deed, said Resubdivision recorded in Document No. 2017045251 of the Official Public Records of Williamson County, Texas, situated in the Barney C Low Survey, Abstract No. 385 and the Abel L Eaves Survey, Abstract No. 215, Williamson County, Texas and do hereby state that there are no lien holders of the certain tract of land, and do hereby amend said tract as shown hereof, and do hereby consent to all plat note requirements shown hereof, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate, and do hereby state that all public roadways and easements as shown on this plat are free of liens. This subdivision is to be known as Teravista Section 25 – Lot 2A, Block A.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 30 day of SEPTEMBER 2021,

Paul Michael Mann
Owner of Round Rock MOB, LP
5115 Main Street
Houston, TX 77002

THE STATE OF TEXAS §
COUNTY OF ~~WILLIAMSON~~ § HARRIS
This instrument was acknowledged before me on the 30 day of SEPTEMBER 2021, by, Paul Michael Mann, as owner of Round Rock MOB, LP, a Texas Limited Liability Company,, on behalf of said Round Rock MOB, LP

Notary Public, State of Texas

SHERYL R JACKSON
6492486
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
APRIL 6, 2024

Printed Name: SHERYL R. JACKSON

My Commission Expires: 04/06/2024

It is the responsibility of the owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the roads in the subdivision have finally been accepted for maintenance by the County.

ENGINEER'S CERTIFICATION:

I, SHELLY M. MITCHELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE APPLICABLE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0485F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONCENTRATED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/ OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

STATE OF TEXAS
SHELLY MITCHELL
103662
LICENSED
PROFESSIONAL ENGINEER

Shelly Mitchell 9-22-2021
Shelly M. Mitchell Date
Registered Professional Engineer No. 103662
Pape-Dawson Engineers, Inc.
TBPE, Firm Registration No. 470
10801 N MoPac Expy., BLDG. 3, Suite 200
Austin, Texas, 78759

SURVEYOR'S CERTIFICATION:

I, VALERIE ZURCHER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT AUSTIN, TRAVIS COUNTY, TEXAS,

STATE OF TEXAS
REGISTERED
VALERIE ZURCHER
5222
PROFESSIONAL
LAND SURVEYOR

9-22-2021
Valerie Zurcher Date
Registered Professional Land Surveyor No. 6222
State of Texas
Pape-Dawson Engineers, Inc.
TBPLS, Firm Registration No. 10028801
10801 N MoPac Expy., BLDG. 3, Suite 200
Austin, Texas, 78759

ROAD NAME AND 911 ADDRESSING APPROVAL

Road name and address assignments verified this the 7th day of October, 2021 A.D.

Williamson County Addressing Coordinator Trevor Bovington

COUNTY JUDGE'S APPROVAL

STATE OF TEXAS§
COUNTY OF WILLIAMSON§

I, Bill Gravell Jr., County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Bill Gravell Jr., County Judge Date
Williamson County, Texas

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the _____ day of _____, 20_____ A.D., at _____o'clock, _____M., and duly recorded this the day of ___ 20_____ A.D., at _____ o'clock, _____M., in the Official Public Records of said County in Instrument No. _____.

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk, County Court
Williamson County, Texas

By: _____
Deputy

PAPE-DAWSON ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TBPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

MANN EYE ROUND ROCK LOT 2A & LOT 2B, BLOCK A

Survey Job No. 50941-00
Civil Job No. 50941-00

Date: Aug 06, 2021, 10:30am User ID: VZurcher
File: H:\Survey\CIVIL\50941-00\Plat\MOB\PLOT50941-00.dwg

Commissioners Court - Regular Session **57.**

Meeting Date: 10/19/2021

Proclamation-National Police Week for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation recognizing October 11-17, 2021 as National Police Week.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Police Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:53 AM
Form Started By: Starla Hall		Started On: 10/14/2021 11:29 AM
Final Approval Date: 10/14/2021		

To recognize National Police Week 2021 and to honor the service and sacrifice of these law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, The Congress of the United States of America has designated the week of October 11th to be dedicated as "NATIONAL POLICE WEEK" AND May 15th of each year to be "POLICE MEMORIAL DAY", AND

WHEREAS, The law enforcement officers are our guardians of life and property, defenders of the individual right to be free, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness, and

WHEREAS, Williamson County desires to honor the valor, service and dedication of its own deputies, and

WHEREAS, since the first recorded death in 1786, more than 22,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty, and

WHEREAS, new names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims October 11-17, 2021 as Police Week in Williamson County, Texas and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Dated this 19th day of October 2021

_____

Judge Bill Gravell

Commissioners Court - Regular Session **58.**

Meeting Date: 10/19/2021

Manufacturing Month October 2021 Proclamation

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a proclamation designating October 2021 as Manufacturing Month in Williamson County.

Background

Over the ten years ending 2020, employment in Manufacturing for Williamson County added 8,965 jobs. In 2020, there were 425 Manufacturing establishments in Wilco (per covered employment establishment counts), an increase from 290 establishments ten years earlier in 2010. Additionally, in 2020, Manufacturing produced $6.3 billion in GDP for the county.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Manufacturing Month 2021 Proclamation

Manufacturing Spotlight in Williamson County

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:47 AM
Form Started By: Garry Brown		Started On: 10/13/2021 08:51 AM
Final Approval Date: 10/14/2021		

PROCLAMATION

WHEREAS, National Manufacturing Day is held annually on the first Friday in October, as a celebration of modern manufacturing meant to inspire the next generation of manufacturers and to educate the public at large on the importance of the role manufacturers play in our daily lives and the growing skill-shortage despite the high volume of job openings in the sector; and

WHEREAS, the local manufacturing sector comprised of more than 400 businesses consistently contributes the most significant portion of the gross domestic product in Williamson County, exceeding $6.3 billion in 2020; and

WHEREAS, Williamson County recognizes the importance of a thriving manufacturing sector and works to fuel economic growth and build a sustainable future for our citizens. The prosperity of our community depends on the education and vocational opportunities that align with our manufacturers' skilled labor needs, as well as continued development of advanced manufacturing capabilities and processes; and

WHEREAS, manufacturing jobs are critical to the economy of Williamson County, and the industry should be recognized for its high-tech, high-skilled, and well-paid career options — careers where average annual compensation and benefits are higher than the average across all sectors; and,

WHEREAS, Williamson County and Workforce Solutions Rural Capital Area are committed to strengthening and developing worker competencies through career and technology education, building a robust workforce pipeline for Texas;

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims October 2021 as Manufacturing Month in Williamson County, to show appreciation and recognition to the many manufacturing companies in our community that are vital to Williamson County's economic success.

Signed on this date: _____

_____

Bill Gravell, County Judge

On behalf of the Williamson County Commissioners Court

JOBSEQ

Industry Spotlight

Manufacturing

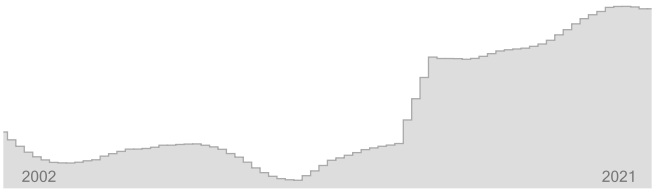
Williamson County, Texas

Industry Snapshot 4
Staffing Pattern 5
Drivers of Employment Growth 6
Employment Distribution by Type 7
Establishments 8
GDP & Productivity 9
Supply Chain: Top Suppliers 10
Sector Strategy Pathways 11
Postsecondary Programs Linked to Manufacturing 12
Williamson County, Texas Regional Map 13
Data Notes 14
FAQ 14

Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Manufacturing
Williamson County, Texas – 2021Q2

EMPLOYMENT



14,727

Regional employment / **12,428,694** in the nation

8.8%

Avg Ann % Change Last 10 Years / **+0.4%** in the US

7.2%

% of Total Employment / **8.2%** in the US

WAGES

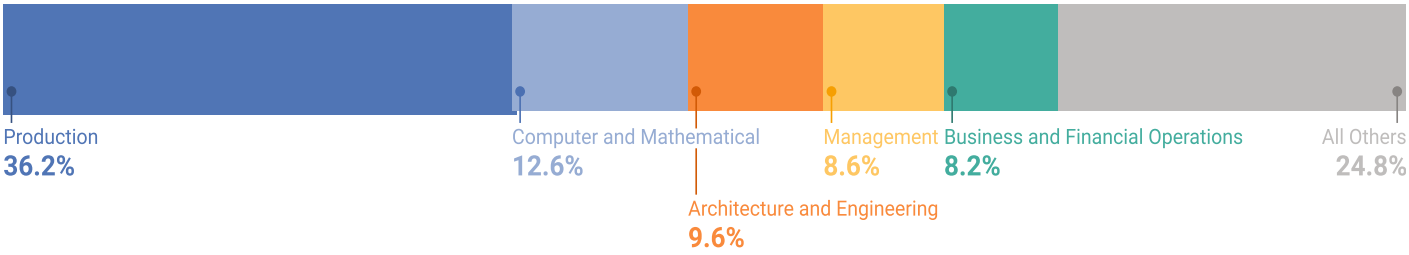
$160,035

Avg Wages per Worker / **$73,776** in the nation

5.4%

Avg Ann % Change Last 10 Years / **+2.4%** in the US

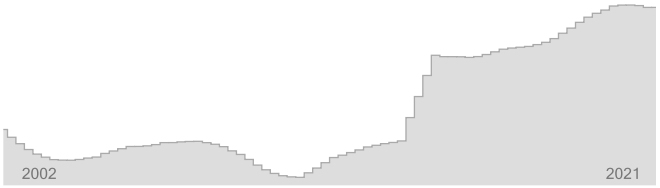
TOP OCCUPATION GROUPS



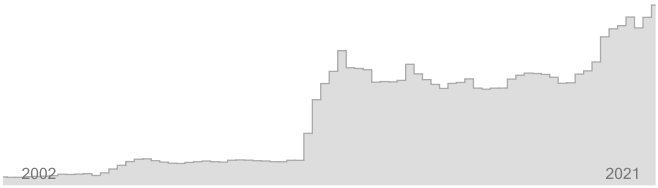
Source: JobsEQ®, http://www.chmuraecon.com/jobseq
Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Industry Snapshot

EMPLOYMENT



WAGES



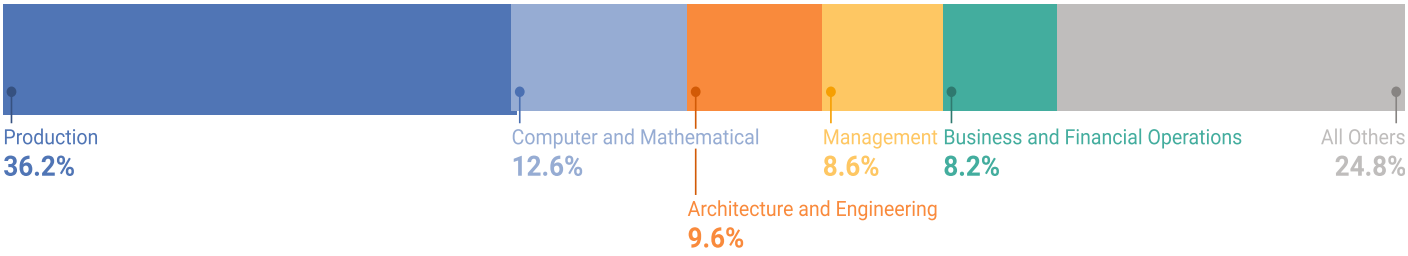
2-Digit Industry	Empl	Avg Ann Wages	LQ	5yr History	Annual Demand	Forecast Ann Growth
Manufacturing	**14,727**	**$160,035**	**0.88**		**1,926**	**2.6%**

Employment is one of the broadest and most timely measures of a region's economy. Fluctuations in the number of jobs shed light on the health of an industry. A growing employment base creates more opportunities for regional residents and helps a region grow its population.

Since wages and salaries generally compose the majority of a household's income, the annual average wages of a region affect its average household income, housing market, quality of life, and other socioeconomic indicators.

Source: JobsEQ®, http://www.chmuraecon.com/jobseq
Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Staffing Pattern



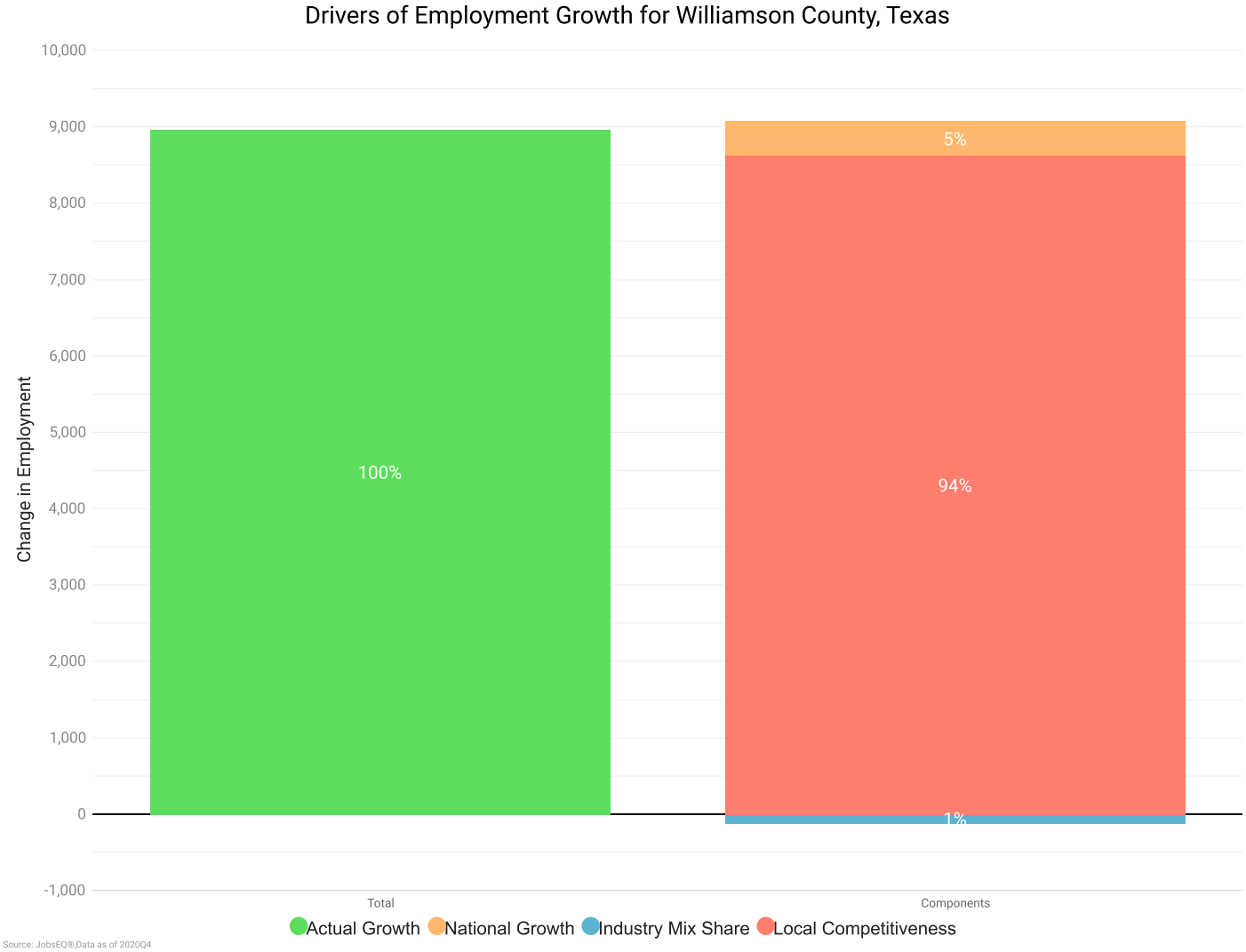
6-digit Occupation	Empl	Avg Ann Wages	Annual Demand
Software Developers and Software Quality Assurance Analysts and Testers	1,229	$116,800	146
Team Assemblers	682	$31,300	88
Electrical, Electronic, and Electromechanical Assemblers, Except Coil Winders, Tapers, and Finishers	659	$35,300	103
Inspectors, Testers, Sorters, Samplers, and Weighers	379	$42,100	52
First-Line Supervisors of Production and Operating Workers	377	$63,900	52
General and Operations Managers	373	$148,100	47
Project Management Specialists and Business Operations Specialists, All Other	341	$100,100	47
Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products	338	$126,000	49
Machinists	314	$46,200	46
Welders, Cutters, Solderers, and Brazers	292	$41,600	45
Remaining Component Occupations	9,717	$58,300	1,317
Total	**14,700**		

The mix of occupations points to the ability of a region to support an industry and its flexibility to adapt to future demand. Industry wages are a component of the cost of labor for regional employers.

Source: JobsEQ®, http://www.chmuraecon.com/jobseq
Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Drivers of Employment Growth

Over the ten years ending 2020, employment in Manufacturing for Williamson County, Texas added 8,965 jobs. After adjusting for national growth during this period and industry mix share, the part of this employment change due to local competitiveness was a gain of 8,618 jobs—meaning this industry was more competitive than its national counterpart during this period.



Source: JobsEQ®,Data as of 2020Q4

Shift-share analysis sheds light on the factors that drive regional employment growth in an industry. A positive change in local competitiveness indicates advantages that may be due to factors such as superior technology, management, and labor pool, etc.

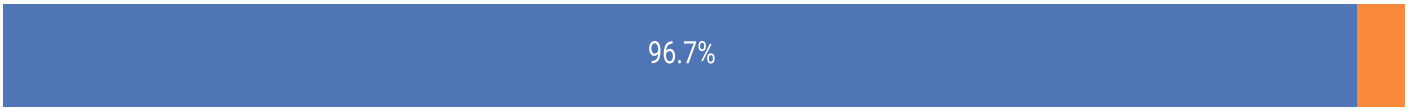
National growth is due to the overall growth or contraction in the national economy. Industry mix share is the growth attributable to the specific industries examined (based on national industry growth patterns and the industry mix of the region).

Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Employment Distribution by Type

The table below shows the employment mix by ownership type for Manufacturing for Williamson County, Texas. Four of these ownership types — federal, state, and local government and the private sector — together constitute "Covered Employment" (employment covered by the Unemployment Insurance programs of the United States and reported via the Quarterly Census of Employment and Wages).

"Self-Employment" refers to unincorporated self-employment and represents workers whose primary job is self-employment (that is, these data do not include workers whose primary job is a wage-and-salary position that is supplemented with self-employment).



	Empl	%
Private	14,239	96.7%
Self-Employment	488	3.3%

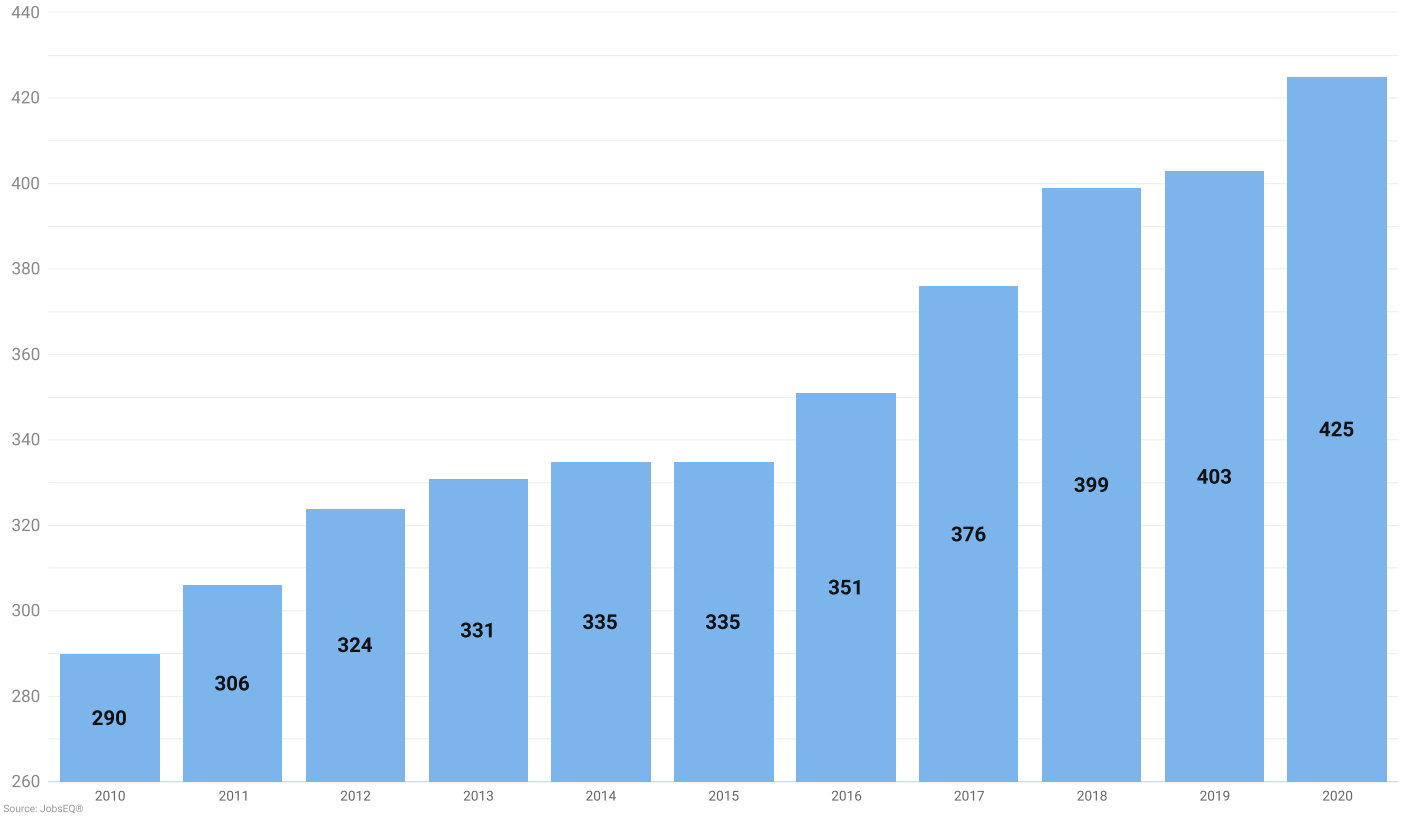
Source: JobsEQ®

Strong entrepreneurial activity is indicative of growing industries. Using self-employment as a proxy for entrepreneurs, a higher share of self-employed individuals within a regional industry points to future growth.

Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Establishments

In 2020, there were 425 Manufacturing establishments in Williamson County, Texas (per covered employment establishment counts), an increase from 290 establishments ten years earlier in 2010.



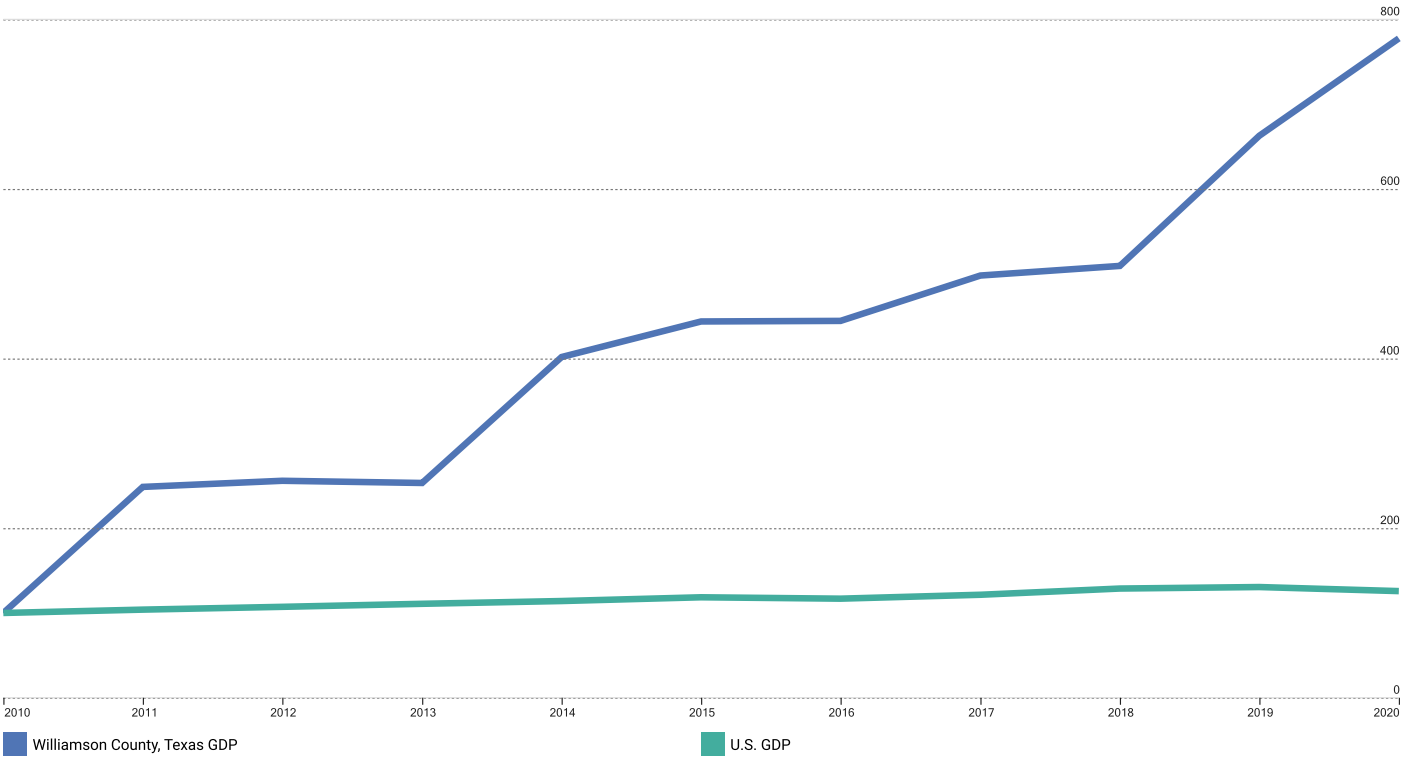
New business formations are an important source of job creation in a regional economy, spurring innovation and competition, and driving productivity growth. Establishment data can provide an indicator of growth in businesses by counting each single location (such as a factory or a store) where business activity takes place, and with at least one employee.

Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

GDP & Productivity

In 2020, Manufacturing produced $6.3 billion in GDP for Williamson County, Texas.

GDP: Indexed 2010 = 100



22.7 %

Industry Share of Total GDP / **10.8 %** in the nation

22.8 %

Avg Ann % Change Last 10 Yrs / **2.3 %** in the nation

$538k

Output per Worker / **$514k** in the nation

Gross domestic product (GDP) is the most comprehensive measure of regional economic activity, and an industry's contribution to GDP is an important indicator of regional industry strength. It is a measure of total value-added to a regional economy in the form of labor income, proprietor's income, and business profits, among others.

Growth in productivity (output per worker) leads to increases in wealth and higher average standards of living in a region.

Source: JobsEQ®, http://www.chmuraecon.com/jobseq

Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Supply Chain: Top Suppliers

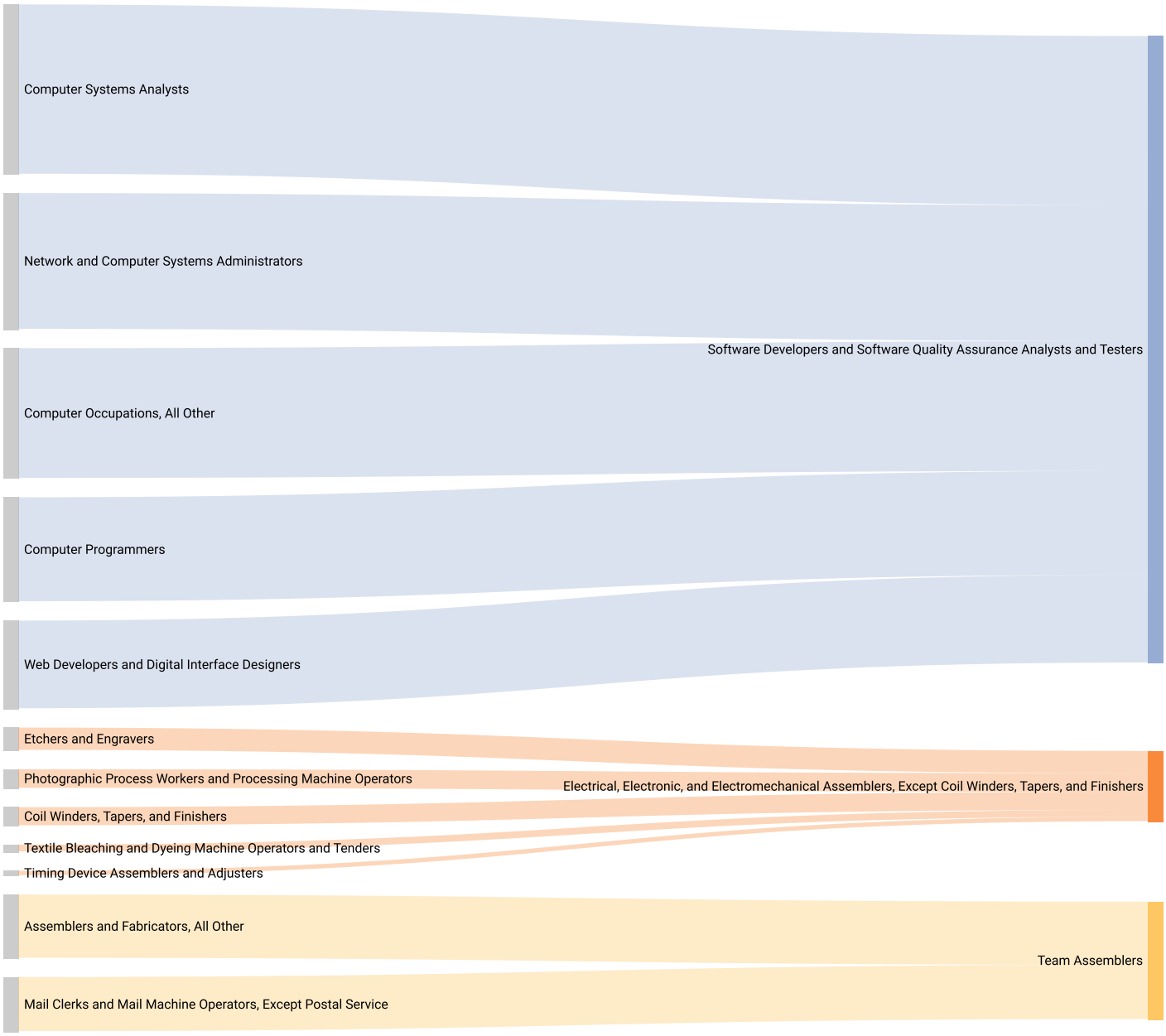
As of 2021Q2, Manufacturing in Williamson County, Texas are estimated to make $3.2 billion in annual purchases from suppliers in the United States with about 21% or $0.7 billion of these purchases being made from businesses located in Williamson County, Texas.

2-digit Supplier Industries	Purchases from In-Region ($M)	Purchases from Out-of-Region ($M)
Manufacturing	$321.5	$1,262.0
Wholesale Trade	$83.4	$350.6
Professional, Scientific, and Technical Services	$60.9	$146.8
Transportation and Warehousing	$29.2	$150.1
Management of Companies and Enterprises	$29.4	$115.2
Remaining Supplier Industries	$155.8	$475.6
Total	**$680.1**	**$2,500.2**

Supplier-buyer networks can indicate local linkages between industries, regional capacity to support growth in an industry, and potential leakage of sales out of the region.

Source: JobsEQ®, http://www.chmuraecon.com/jobseq
Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Sector Strategy Pathways



The graphics on this page illustrate relationships and potential movement (from left to right) between occupations that share similar skill sets. Developing career pathways as a strategy promotes industry employment growth and workforce engagement.

Source: JobsEQ®, http://www.chmuraecon.com/jobseq
Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Postsecondary Programs Linked to Manufacturing

Program	Awards
South University-Austin	
Business Administration and Management, General.	14
Information Science/Studies.	9
Southwestern University	
Business/Commerce, General.	69
Chemistry, General.	6
Computer and Information Sciences, General.	19
Environmental Studies.	11
History, General.	13
Mathematics, General.	6
Political Science and Government, General.	22
Speech Communication and Rhetoric.	24

Source: JobsEQ®

The number of graduates from postsecondary programs in the region identifies the pipeline of future workers as well as the training capacity to support industry demand.

Among postsecondary programs at schools located in Williamson County, Texas, the sampling above identifies those most linked to occupations relevant to Manufacturing. For a complete list see JobsEQ®, http://www.chmuraecon.com/jobseq

Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Williamson County, Texas Regional Map

Source: JobsEQ®, http://www.chmuraecon.com/jobseq
Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Data Notes

- Industry employment and wages (including total regional employment and wages) are as of 2021Q2 and are based upon BLS QCEW data, imputed by Chmura where necessary, and supplemented by additional sources including Census ZBP data. Employment forecasts are modeled by Chmura and are consistent with BLS national-level 10-year forecasts.
- Occupation employment is as of 2021Q2 and is based on industry employment and local staffing patterns calculated by Chmura and utilizing BLS OES data. Occupation wages are per the BLS OES data and are as of 2020.
- GDP is derived from BEA data and imputations by Chmura. Productivity (output per worker) is calculated by Chmura using industry employment and wages as well as GDP and BLS output data. Supply chain modeling including purchases by industry are developed by Chmura.
- Postsecondary awards are per the NCES and are for the 2019-2020 academic year.
- Establishment counts are per the BLS QCEW data.
- Figures may not sum due to rounding.

FAQ

What is (LQ) location quotient?

Location quotient is a measurement of concentration in comparison to the nation. An LQ of 1.00 indicates a region has the same concentration of an industry (or occupation) as the nation. An LQ of 2.00 would mean the region has twice the expected employment compared to the nation and an LQ of 0.50 would mean the region has half the expected employment in comparison to the nation.

What is annual demand?

Annual demand is a of the sum of the annual projected growth demand and separation demand. Separation demand is the number of jobs required due to separations—labor force exits (including retirements) and turnover resulting from workers moving from one occupation into another. Note that separation demand does not include all turnover—it does not include when workers stay in the same occupation but switch employers. Growth demand is the increase or decrease of jobs expected due to expansion or contraction of the overall number of jobs.

What is the difference between industry wages and occupation wages?

Industry wages and occupation wages are estimated via separate data sets, often the time periods being reported do not align, and wages are defined slightly differently in the two systems (for example, certain bonuses are included in the industry wages but not the occupation wages). It is therefore common that estimates of the average industry wages and average occupation wages in a region do not match exactly.

Copyright © 2021 Chmura Economics & Analytics, All Rights Reserved.

Commissioners Court - Regular Session **59.**

Meeting Date: 10/19/2021

Reappointment of Williamson County Fire Marshal

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and appropriate action on approving the reappointment of Hank Jones as Williamson County Fire Marshal for a two-year term commencing October 29, 2021, subject to the conditions of employment and employment policies of all Williamson County employees, pursuant to Local Government Code Section 352.011 (b).

Background

This is a reappointment of Williamson County Fire Marshal, where Hank Jones has served since October 29, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/06/2021 09:50 AM
Form Started By: Hank Jones		Started On: 10/05/2021 01:27 PM
Final Approval Date: 10/06/2021		

Commissioners Court - Regular Session **60.**

Meeting Date: 10/19/2021

Official Bond and Oath for Williamson County Fire Marshal

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Official Bond and Oath for Hank Jones, Fire Marshal, in the amount of $10,000.00 pursuant to Local Government Code 352.012, effective October 29, 2021, through October 29, 2023.

Background

This is a reappointment of Williamson County Fire Marshal, where Hank Jones has served since October 29, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fire Marshal Bond

Oath of Office

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/06/2021 09:52 AM
Form Started By: Hank Jones		Started On: 10/05/2021 03:00 PM
Final Approval Date: 10/06/2021		

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Williamson } ss.

Bond No. [redacted]

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Hank Lee Jones, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Williamson County Judge Bill Gravell Jr., his successors in office, in the sum of Ten Thousand Dollars ($10,000.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 31st day of October, 2019, duly Appointed to the office of County Fire Marshal in and for Williamson County in the State of Texas, for a term beginning the 31st day of October, 2021 and ending the 31st day of October, 2023.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall
faithfully perform the duties of the office

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 14th day of June, 2021

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED 1933 DES MOINES, IOWA

Hank Lee Jones
Principal

Hank Lee Jones
MERCHANTS BONDING COMPANY (Mutual)
By: [signature]
Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of _____ } ss.

Before me, _____, a notary public, on this day personally appeared Hank Lee Jones known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at _____

this _____ day of _____, _____

SEAL

_____
_____ County, Texas.

PO 0123 TX (2/15)

EVANS, EWAN & BRADY
Insurance Agency, Inc.
2404 Williams Drive, Georgetown, Texas 78628

Telephones:
(512) 863-5503
(512) 869-1511
Fax: (512) 863-5504

INVOICE

Entered by: LHR
Entered on: 06/15/2021
Producer: AGY

Williamson County Fire Marshal
911 Tracy Chambers Lane
Georgetown, TX 78626

Customer	Date	Invoice#
19491	10/31/2021	398641
Policy Number	**Policy Effective**	**Policy Expiration**
[redacted]	10/31/2021	10/31/2023

Please detach and return with remittance

Amount Remitted $_____

Company	Classification	Transaction	Description	Premium	Credit
Merchants Bonding Co	Bond	Renewal Business	Hank Lee Jones	93.00	
Miscellaneous Companie	Bond	AGENCY FEE		50.00	
PREMIUMS ARE DUE AND PAYABLE ON EFFECTIVE DATE OF POLICY			Please Pay This Amount	**143.00**	

Printed Tuesday June 15, 2021 at 2:45PM

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, Hank Lee Jones , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Williamson County Fire Marshal of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____
Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal, only if oath administered by a notary.)

_____
Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

_____
Printed or Typed Name

Commissioners Court - Regular Session **61.**

Meeting Date: 10/19/2021

Approving Texas A&M AgriLife Extension Agent - Family and Community Health

Submitted By: Katherine Whitney, Extension Service

Department: Extension Service

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving Katie Sharpton as the Texas A&M AgriLife Extension Service – Family & Community Health Agent.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resume

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	10/13/2021 05:00 PM

Form Started By: Katherine Whitney Started On: 10/11/2021 04:31 PM

Final Approval Date: 10/13/2021

KATIE SHARPTON

PROFESSIONAL SUMMARY

Hands-on Family and Consumer Sciences Professional with four years of experience exposing youth and adults to real-life skills such ascooking, budgeting and sewing. In-depth knowledge of consumer and home-based activities. Skillful in assessing nutrition educators' abilities, developing innovative lesson plans and offering constructive feedback. Proficient in Microsoft Office and Zoom.

ACCOMPLISHMENTS

- New Mexico State 4-H Leadership Team Advisor 2020-2021
- Served on the Gallup Community Pantry, Secretary/Board, 2017-2020
- Monthly articles for Gallup Journey Magazine

WORK HISTORY

New Mexico State University Cooperative Extension
- ***Family and Consumer Science/4-H Agent***
Gallup, NM • 10/2017 - Current

- Develop, coordinate, and teach youth & adult diabetic, nutrition, and food safety classes.
- Oversee and supervise McKinley County Ideas for Cooking and Nutrition (ICAN) program and staff.
- Actively engages with community leaders in delivering educational programs.
- Plan and coordinate county, tribal, and state fairs for 4-H, as well as, district and state conferences.

SKILLS

- Verbal and written communication
- Leadership
- Responsible
- Collaboration
- Planning and Coordination

EDUCATION

Liberty University
Lynchburg, VA • 08/2017

Master of Public Health: Health Promotion

Samford University
Birmingham, AL • 05/2015

Bachelor of Science: Food and Nutrition

Snead State Community College
Boaz, AL • 05/2013

Associate of Science

CERTIFICATIONS

- Certified in Youth Mental Health First Aid
- Lifestyle Coach for National Diabetes Prevention Program
- ServSafe

AFFILIATIONS

- National Extension Association for Family Consumer Science
- National Association Extension for 4-H Youth

Rehoboth Christian School - ***Preschool Assistant Teacher and Substitute***
Rehoboth , NM • 08/2015 - 08/2017

- Helped children's confidence and self-esteem by providing safe, loving environment.
- Assisted teacher by developing lesson plans to meet educational goals for each child.
- Communicated with parents to inform about child's progress and classroom behavior.

Volunteer

Creator's Fellowship- *Children's Ministry Director*
Church Rock, NM *08/2015- Current

- Develop and conduct weekly lesson plans for children aged 4-14 year olds
- Collaborate alongside lead pastor and music director for summer camps.
- Engaged the youth and community in activities and events.

Commissioners Court - Regular Session **62.**

Meeting Date: 10/19/2021

County Attorney Legislative Supplement Budget Amendment 10.19.21

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Legislative Supplement	$48,239.61
	0100.0475.002010	FICA	$3,690.33
	0100.0475.002020	Retirement	$7,645.66
	0100.0475.004902	Co Atty Legislative Supplement	$24,424.40

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/07/2021 09:55 AM
Form Started By: Pam Navarrette		Started On: 10/06/2021 03:54 PM
Final Approval Date: 10/07/2021		

Commissioners Court - Regular Session **63.**

Meeting Date: 10/19/2021

County Attorney Legislative Supplement Budget Amendment 10.19.21

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for the County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2022.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	$84,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/07/2021 09:56 AM
Form Started By: Pam Navarrette		Started On: 10/07/2021 07:57 AM
Final Approval Date: 10/07/2021		

Commissioners Court - Regular Session **64.**

Meeting Date: 10/19/2021

Budget Amendment for Williamson County Radio Communication System Fund

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Williamson County Radio Communications System Fund.

Background

The Radio Communication System board approved back in the spring to Upgrade Tower Lighting. They took action again on October 14, 2021 to approve this and request the Commissioners Court appropriate the funds from reserves in the Radio Communications System Fund. In Fiscal Year 2021 the Liberty Hill Tower Generator was due to be upgraded. The Purchase Order was done but due to Supply Chain Issues (Covid) the work was not started. The funds are being requested per the October 14, 2021 meeting of the board to be reappropriated from cash reserves of the Radio Communication System Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0507.0507.004545	Tower Maintenance	$25,000.00
	0507.0507.004510	Facility Repairs	$155,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:52 AM
Form Started By: Julie Kiley		Started On: 10/12/2021 08:30 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **65.**

Meeting Date: 10/19/2021

Local Provider Participation Fund Fiscal Year 2022

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a Public Hearing regarding the setting of the rate associated with mandatory provider participation payments that Williamson County may require of all local hospitals for Fiscal Year (FY) 2022 in relation to the Williamson County Health Care Participation Progrm and establish how the revenue derivied from those payments may be spent in accordance with Chapter 292B of the Texas Health and Safety Code and the Williamson County Health Care Provider Participation Program Rules and Procedures.

Background

Requesting a Public hearing be set for November 2, 2021 at 10:00 a.m.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:22 AM
Form Started By: Julie Kiley		Started On: 10/10/2021 12:48 PM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **66.**

Meeting Date: 10/19/2021

Wolters Kluwer Financial Services Teammate Analytics Software Maintenance

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of Teammate Analytics annual software maintenance in the amount of $8,886.00, and exempting Wolters Kluwer Financial Services, Inc. from competitive bidding requirements per Texas Local Government Code § 262.024(a)(7)(D) captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Auditor's Office. The Teammate Analytics software is currently in place and the Auditor's Office has been using the platform successfully for audit management. This annual maintenance agreement covers the term of 10/1/2021-9/30/2022. Last year the software underwent a significant upgrade and transition to cloud hosting approved by commissioner's court on 12/15/2020. This expenditure was budgeted for FY2022. Department contact is Julie Kiley. This expenditure will be charged to 01.0100.0495.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 11:27 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:20 AM
Form Started By: Erica Smith		Started On: 10/05/2021 09:23 AM
Final Approval Date: 10/14/2021		

Wolters Kluwer
Financial Services

33082 Collection Center Drive
Chicago, IL 60693-0330

Page Number	1
Invoice Number	[redacted]
Invoice Date	08/17/2021
Payer/MyAccount No	[redacted]

INVOICE TO:
ATTN TO: Jalyn Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO: [redacted]
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL #	CUST. P.O	Due Upon	START DATE	END DATE	ORDERED BY
40974970		Receipt	10/01/2021	09/30/2022	Jalyn Morris

QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM ANALYTICS MNT	TEAMMATE ANALYTICS MAINTENANCE Pricing model: Per User Total No of Users: 6	1,326.00

INVOICE SUBTOTAL	1,326.00
*** TOTAL AMOUNT DUE IN USD***	1,326.00

APPROVED FOR PAYMENT
Jalyn Morris
Authorized Signature

Date

01.0100.0495.004505
Budget Line Item

1326.00
Amount

FEIN 41-1792530 FOR BILLING INQUIRIES, please contact customer support at 1-800-449-8112 Ext 1123642 or Email customersupportteammate@wolterskluwer.com. Please send correspondence To WKFS Inc., Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457. Please visit https://myaccount.wkglobal.com for copies of invoices, credit card payments, questions to customer support, account summaries and more!

Wolters Kluwer
Financial Services

INVOICE TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

☐ Please check if your address changed and complete back of form in space provided

CUSTOMER NUMBER	[redacted]
INVOICE NUMBER	[redacted]
PAY THIS AMOUNT	1,326.00

0100067923103091710380000 1326006

Wolters Kluwer
Financial Services

33082 Collection Center Drive
Chicago, IL 60693-0330

Page Number	1
Invoice Number	[redacted]
Invoice Date	08/17/2021
Payer/MyAccount No	[redacted]

SHIPPED TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

INVOICE TO:
ATTN TO: Jayln Morris
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

SOLD TO: [redacted]
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

CONTROL #	CUST. P.O	Due Upon	START DATE	END DATE	ORDERED BY
40974969		Receipt	10/01/2021	09/30/2022	.

QTY	ITEM NO	FORM NO AND DESCRIPTION	AMOUNT
1	TM+ SW PRPT MNT	TM+ AUDIT SW PERPETUAL MAINTENANCE Pricing model: User Band + Incremental Number of Cust Users: 8	7,560.00
1	TM+A OFFLINE P MNT	TM+A OFFLINE P MNT TM+ AUDIT OFFLINE PERPETUAL MAINTENANCE Pricing model: No Charge Number of Cust Users: 8	0.00

INVOICE SUBTOTAL	7,560.00
*** TOTAL AMOUNT DUE IN USD***	7,560.00

APPROVED FOR PAYMENT

Authorized Signature

Date

01.0100.0445.004505
Budget Line Item

7,560.00
Amount

FEIN 41-1792530 FOR BILLING INQUIRIES, please contact customer support at 1-800-449-8112 Ext 1123642 or Email customersupportteammate@wolterskluwer.com. Please send correspondence To WKFS Inc., Attn: Customer Support, P.O. Box 1457, 6815 Saukview Drive, St. Cloud, MN 56302-1457. Please visit https://myaccount.wkglobal.com for copies of invoices, credit card payments, questions to customer support, account summaries and more!

Wolters Kluwer
Financial Services

INVOICE TO:
Williamson County Texas
710 S Main St Ste 301
GEORGETOWN TX 78626-5700
USA

REMIT TO:
Wolters Kluwer Financial Services Inc.
33082 Collection Center Drive
Chicago, IL 60693-0330

☐ Please check if your address changed and complete back of form in space provided

CUSTOMER NUMBER	[redacted]
INVOICE NUMBER	[redacted]
PAY THIS AMOUNT	7,560.00

0100067923103091710370000756006

Commissioners Court - Regular Session **67.**

Meeting Date: 10/19/2021

Request to Cancel Court

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on canceling Commissioners Court sessions on November 30, 2021 and December 28, 2021. For the Commissioners Court meeting to be held on Tuesday, November 16, 2021, the cut-off for submitting Agenda items will be Wednesday, November 10, 2021 due to the county holiday.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Becky Pruitt	10/06/2021 09:47 AM
Form Started By: Becky Pruitt		Started On: 10/04/2021 10:25 AM
Final Approval Date: 10/06/2021		

Commissioners Court - Regular Session **68.**

Meeting Date: 10/19/2021

Graves Dourghtery

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the engagement of the law firm of Graves, Dougherty, Hearon & Moody, P.C. to provide legal representation to Williamson County regarding constitutional matters and regulations relating to public access to and use of county property; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GDHM Engagement Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:00 AM
Form Started By: Hal Hawes		Started On: 10/14/2021 09:14 AM
Final Approval Date: 10/14/2021		

GRAVES DOUGHERTY HEARON & MOODY

William Christian
Board Certified, Civil Appellate Law
Texas Board of Legal Specialization

512.480.5704
512.480.5804 (fax)
wchristian@gdhm.com

MAILING ADDRESS:
P.O. Box 98
Austin, TX 7876-99987

October 14, 2021

Via email: hhawes@wilco.org
Mr. Hal Hawes
General Counsel
Williamson County Commissioners Court
710 Main Street, Suite 200
Georgetown, Texas 78626

Re: Consultation regarding constitutional matters and regulations relating to public access to and use of County property

This engagement letter, if accepted by you, will serve as the agreement by which Graves, Dougherty, Hearon & Moody, a Professional Corporation ("GDHM") will represent Williamson County, Texas, by and through its Williamson County Commissioners Court, ("the County") in connection with advice regarding constitutional matters and regulations relating to public access to and use of County property.

GDHM will charge fees for services based on time spent by me working on this representation, at my hourly rate of $450 per hour. In addition to fees, GDHM charges for reimbursement of expenses it incurs in a representation, although in this matter, I do not anticipate incurring any expenses. I will confer with you before incurring any expenses in excess of $100.

GDHM will keep records of its time and expenses, and will normally send a statement each month, or at such other frequency as may be convenient, showing fees for work done during the previous period, plus reimbursable expenses that were paid during the previous period. The County agrees to make payment promptly following receipt of each statement by means of checks or drafts payable to "Graves, Dougherty, Hearon & Moody, P.C."

We have reviewed our client/matter information and to the best of our present knowledge, we are aware of no conflict in GDHM proceeding with this representation. GDHM represents a broad base of clients in a wide variety of legal matters, including matters adverse to the County in land-use and zoning issues. As a result, it is possible that in another legal matter unrelated to this engagement, the County could be in a position adverse to a GDHM client. The County agrees that GDHM may represent other clients whose interests are adverse to the County now or in the future, including in litigation, business negotiations, transactions or other legal matters, provided such other representation is not substantially related to GDHM's representation of the County in this engagement.

The County may terminate this engagement by written notice at any time. GDHM reserves the right to withdraw from this engagement, subject to our ethical obligations and applicable judicial requirements. Otherwise, this engagement will terminate upon the completion of the legal services described above.

To confirm your agreement to these terms of GDHM's representation, please sign the enclosed copy of this letter and return it to us. If this letter does not accurately describe the terms of this engagement and the services that you believe GDHM has agreed to provide, please notify me immediately. Also, if you do not understand anything in this letter, or you want more information or clarification, please contact me before you sign this letter.

I look forward to working with you.

Sincerely,

GRAVES, DOUGHERTY, HEARON & MOODY
A Professional Corporation

By: _____
William Christian

WGC/nmm

AGREED:

_____
Judge Bill Gravell, Jr.,
Williamson County Judge

Commissioners Court - Regular Session **69.**

Meeting Date: 10/19/2021

Williamson County Mobile Outreach Team

Submitted For: Chris Connealy **Submitted By:** Chris Connealy, Emergency Services Dept.

Department: Emergency Services Dept.

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Inter-Local Agreement (ILA) between Williamson County and Bluebonnet Trails Community Services (BTCS).

Background

The City of Round Rock approved creation of a Community Risk Reduction Program (RRCRRP) in their FY22 budget, which will operate in their Fire Department. The RRCRRP will be comprised of behavioral health specialists (similar to the County MOT) and fire service personnel. This program will assist citizens experiencing various challenges related to mental illness, unsafe living conditions, and other needs requiring connection to community resources. The City of Round Rock has provided notification they expect to hire the Director in January 2022, and 12 additional mental health positions are expected to be filled by April 2022. Annie Burwell (present County MOT Director) has been offered the position of Director and Annie has informed the Senior Director - Emergency Services that she will take the City of Round Rock position. Many of the remaining Williamson County Mobile Outreach Team members are expected to apply for the 12 Round Rock mental health positions. There could at that point be three operational mental health response teams operating in the county.

- Williamson County MOT
- BTCS - Mobile Crisis Outreach Team (MCOT)
- RRCRRP - serving City of Round Rock (comprising approximately 25% of all MOT calls)

To avoid confusion of multiple mental health teams, it is recommended to revise the current ILA and have BTCS MCOT provide 24/7/365 crisis response services to coincide with the start date of the RRCRRP. Through this revised ILA, BTCS MCOT will be responding to mobile crisis response calls throughout Williamson County except in the service area served by RRCRRP within the City of Round Rock. For more information, please contact Chris Connealy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date

County Judge Exec Asst.	Becky Pruitt	10/07/2021 01:45 PM
Form Started By: Chris Connealy		Started On: 10/06/2021 12:43 PM
Final Approval Date: 10/07/2021		

Commissioners Court - Regular Session **70.**

Meeting Date: 10/19/2021

Blanket Purchase Order for Fuelman Fuel Cards for EMS Department

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $175,000.00 as per Omnia Partners Cooperative Contract #R161501.

Background

Approval of this item will support the operations of the Williamson County Emergency Medical Services (EMS) Department. The blanket purchase order will encumber funds for the Fuelman Fuel Cards, the system used for employees to buy fuel. Department contact is Theresia Carter. This expenditure will be charged to 01.0100.0540.003301.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 10:28 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:47 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:36 PM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **71.**

Meeting Date: 10/19/2021

2022 HazMat Monitor Maintenance Homeland Security (SOGA)

Submitted For: Hank Jones **Submitted By:** Hank Jones, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting HS-Homeland Security Grant Number 2957207 in the amount of $31,000.00 to support the Williamson County HazMat Monitor Maintenance Project.

Background

Homeland Security grant funds will be utilized to perform routine/preventative maintenance on hazardous materials monitoring equipment used by the Williamson County HazMat and Regional Response Teams.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HSGP Acceptance Resolution

HSGP Congratulatory Letter

HSGP Statement of Grant Award

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:37 AM
Form Started By: Hank Jones		Started On: 10/11/2021 06:05 PM
Final Approval Date: 10/14/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing the acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project. The (HSGP) grant application number is 2957207.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Williamson County Monitor Maintenance Project Grant Award be accepted from the State of Texas, Office of the Governor, Homeland Security Grant Program (HSGP); and

WHEREAS, The Williamson County Commissioners' Court agrees that in the event of loss or misuse of the Office of the Governor, Homeland Security Grant Program (HSGP) funds, the Williamson County Commissioners' Court assures that the funds will be returned to the Office of the Governor, Homeland Security Grant Program (HSGP) in full; and

WHEREAS, The Williamson County Commissioners' Court designates the Honorable Bill Gravell Jr., Williamson County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves acceptance of the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Williamson County Monitor Maintenance Project.

Adopted this 19th day of October, 2021.

_____

Bill Gravell Jr.
Williamson County Judge

GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://eGrants.gov.texas.gov and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer HSGD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program

Nancy N Carrales

Nancy N. Carrales
Executive Director
Homeland Security Grants Division

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	2957207	**Award Amount:**	$31,000.00
Date Awarded:	10/6/2021	**Grantee Cash Match:**	$0.00
Grant Period:	01/01/2022 - 12/31/2022	**Grantee In Kind Match:**	$0.00
Liquidation Date:	03/31/2023	**Total Project Cost:**	$31,000.00
Program Fund:	HS-Homeland Security Grant Program (HSGP)		
Grantee Name:	Williamson County		
Project Title:	Williamson County Hazmat Monitor Maintenance		
Grant Manager:	Dorothy Caston		
DUNS Number:	076930049		

CFDA:	97.067 - Homeland Security Grant Program (HSGP)
Federal Awarding Agency:	U.S. Department of Homeland Security, Federal Emergency Management Agency
Federal Award Date:	9/12/2021
Federal/State Award ID Number:	EMW-2021-SS-00062
Total Federal Award/State Funds Appropriated:	$103,262,141.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)

Is the Award R&D:	No
Federal/State Award Description:	The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Commissioners Court - Regular Session **72.**

Meeting Date: 10/19/2021

Blanket Purchase Order for Fuelman Fuel Cards for Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a blanket purchase order for fuel to Fuelman Fuel Cards in the amount of $190,000.00 pursuant to Omnia Partners contract #R161501.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The blanket purchase order will encumber funds for the first quarter of the fiscal year for the Fuelman Fuel Cards, the system used for Sheriff's Office employees to buy fuel. Department contact is Kurt Showalter. This expenditure will be charged to 01.0100.0560.003301. Department contact is Kurt Showalter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 02:45 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:23 AM
Form Started By: Erica Smith		Started On: 10/11/2021 08:54 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **73.**

Meeting Date: 10/19/2021

Swagit Extensible Automated Streaming Engine (EASE) Software Purchase Renewal

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase renewal of Swagit's Extensible Automated Streaming Engine (EASE) software in the amount of $9,540.00 and exempting Swagit Productions, LLC from the competitive bidding requirements per Texas Local Government Code 262.024(a)(7)(D) captive replacement.

Background

Approval of this item will support the integral operations of the Williamson County Commissioner's Court. EASE Software provides a webcasting system for streaming public meetings live, then archiving for on-demand viewing.

In 2015 Texas House Bill 283 became law requiring certain governmental bodies make audio and video recordings of open meetings available on the internet. The original agreement with Swagit was approved on 9/15/2015. Williamson County has since been operating under this agreement as it automatically renews for one-year terms after the initial 5-year term. It is the Purchasing Agent's recommendation that prior to FY23 the department along with IT, solicit quotes and review cooperative options for this service. The quote is attached. Agreement shall cover services for a period of 10/1/2021-9/30/2022 at a rate of $795 per month. IT, legal and budget have reviewed this purchased. Department contact is Connie Odom. This expenditure will be charged to FY22 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 03:02 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:45 AM
Form Started By: Erica Smith		Started On: 10/12/2021 02:43 PM
Final Approval Date: 10/14/2021		

P.O. Box 251002, Plano, TX 75025-1002 • Fax 214-750-9513 • corporate@swagit.com
Make checks payable to Swagit Productions, LLC

SWAGIT QUOTE TO: Williamson County, TX

Attn: Connie Odom <connie.odom@wilco.org>

Created Date: 9/27/2021

Valid for 60 days

Renewal Quote			
Item & Description	*Rate*	*Quantity*	*Yearly Cost*
Up To 50 Indexed Meetings per year (EASE) - Includes Media On Demand, 24/7 LIVE Stream, and up to 120 hours of additional specialty content per year (No staff involvement—Hands Free).	$795.00	12 months	$9,540.00
		Total Annual Service:	**$ 9,540.00**

Swagit is the sole source provider of Swagit's Extensible Automated Streaming Engine (EASE™) software framework. The EASE™ application is manufactured, leased and distributed by Swagit alone.

SIGNATURE & DATE _____

CONTACT NAME _____

PHONE NUMBER _____

Commissioners Court - Regular Session **74.**

Meeting Date: 10/19/2021

AgendaQuick Software Maintenance Agreement with Destiny Software, Inc.

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of AgendaQuick annual software maintenance in the amount of $6,520.00 and exempting Destiny Software, Inc. from competitive bidding requirements per Texas Local Government Code Section 262.024(a)(7)(D) discretionary exemption for captive replacement parts or components for equipment.

Background

Approval of this item will support the integral operations of the Williamson County Commissioner's Court. AgendaQuick was recognized and approved as a sole sourced product by the Purchasing Agent and Commissioner's Court in 2016. Subsequent maintenance agreements are then considered captive. That sole source designation recently expired, however. AgendaQuick annual software maintenance covers a period from 10/1/2021-9/30/2022 at a price of $6,520.00. It is the Purchasing Agent's recommendation that prior to FY23 the Information Technology Department solicit quotes and look at cooperative options for this service to be in compliance with the County Purchasing Act. Department contact is Richard Semple. This expenditure will be charged to FY22 01.0100.0503.004505.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 02:06 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:44 AM
Form Started By: Erica Smith		Started On: 10/12/2021 02:41 PM
Final Approval Date: 10/14/2021		

Destiny Software, Inc.
PO Box 817
La Conner, WA 98257-0817

Invoice

DATE	INVOICE #
9/1/2021	[redacted]

BILL TO

Williamson County
Info Technology Srvs
301 SE Inner Loop-Suite 105
Georgetown, TX 78626

Please notice the change of address when sending this to Accounts Payable!

P.O. NO.	TERMS		PROJECT
	Net 30		

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	AgendaQuick Yearly Software License Maintenance October 1, 2021 to Sept 30, 2022	6,520.00	6,520.00

Total	$6,520.00
Payments/Credits	$0.00
Balance Due	$6,520.00

Commissioners Court - Regular Session **75.**

Meeting Date: 10/19/2021

Redistricting Timeline

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a redistricting timeline.

Background

The attached is the proposed timeline for Commissioners Court approval of the County Precinct Map (Commissioner, Justice of the Peace and Constable) due to redistricting based on the census data for 2020. This timeline is based on receiving the Governor's signature on the four maps that the legislature is responsible for adopting by 11/15/2021. These maps are for State Senate, State Representative, State Board of Education and Congressional districts. Completion by that date would enable the primary to be held in March 2022. If the State doesn't approve these maps by 11/15/21, then this timeline will be adjusted accordingly.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposed Timeline

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:40 AM
Form Started By: Rachel Rull		Started On: 10/13/2021 09:32 PM
Final Approval Date: 10/14/2021		

Redistricting Timeline

10/19/21
Discuss and take action on the timeline for redistricting and producing a County Commissioner Precinct Map for Commissioners Court approval.

11/2/21
George Strebel, GIS, Redistricting Committee member, to discuss draft map with Commissioner Court members. Commissioners Covey and Long to discuss draft map with both County Party Chairs.

11/3/21
By end of business, post the draft map on the County's website for public comment. Redistricting Committee to address public comments received.

11/9/21
Place draft map on Agenda for discussion by Court members.

11/15/21
Redistricting Committee to review State approved maps for conflicts with County map and amend County's draft map. George Strebel to send amended draft map to Commissioners Court.

11/16/21
Agenda - Discuss and take action on draft map.

11/18/21
If needed, hold Special called Commissioners Court meeting to discuss and take action on final Commissioners Precinct Map.

12/7/21
Discuss and take action on County Voter Precinct map.

DRAFT

Commissioners Court - Regular Session **76.**

Meeting Date: 10/19/2021

Facilities Department Update

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Facilities Department projects. Dale Butler will present a PowerPoint presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:47 AM
Form Started By: Wendy Danzoy		Started On: 10/13/2021 09:41 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **77.**

Meeting Date: 10/19/2021

Liberty Hill Community Supervision & Corrections Division Modular Building Site Preparation

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving a General Construction Agreement between Williamson County and Chasco Constructors, Ltd. L.L.C. for the Liberty Hill Community Supervision & Corrections Division (CSCD) Modular Building Site Preparation, in the amount of $144,000; exempting the procurement of such services from the competitive bidding requirements pursuant to Texas Local Government Code Discretionary Exemption 262.024(a)(2) - an item necessary to preserve the health and safety of the residents of Williamson County, and authorize the County Judge to execute all associated documents.

Background

As a direct result of the COVID-19 Pandemic hardships on social structures and public services in our community, an increased and immediate need has arisen to create capacity for the Adult Probation program of Williamson County on the west side of the County.

To address this capacity need, the Liberty Hill Adult Probation Modular building will be installed to accommodate those individuals that have been assigned probation. This Construction Agreement is for the preparation of the site prior to building delivery and installation.

CARES Act funds shall be used for this project. The department point of contact is Dale Butler. The budgeted, not-to-exceed amount is $144,000.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 03:48 PM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:46 AM
Form Started By: Kerstin Hancock		Started On: 10/12/2021 05:37 PM
Final Approval Date: 10/14/2021		

CONTRACT FOR GENERAL CONSTRUCTION

PROJECT: **Liberty Hill CSCD Modular Building Site Prep** ("Project")

GENERAL CONTRACTOR: **Chasco Constructors, Ltd, L.L.C.,** ("GC")
Charles J. Glace, Jr./President
2801 East Old Settlers Blvd.
Round Rock, TX 78665

PLANNER, LANDSCAPE ARCHITECT, ARCHITECT & ENGINEER: **Trenton H. Jacobs**, AIA
Williamson County Architect
3101 SE Inner Loop
Georgetown, TX 78626

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS CONTRACT FOR GENERAL CONSTRUCTION ("Contract") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and GC.

RECITALS

WHEREAS, County desires to retain a GC for the **Liberty Hill CSCD Site Preparation for the New Modular Building** (hereinafter called the "Project");

WHEREAS, County desires a GC who will render, diligently and competently in accordance with the highest standards used in the profession, all general contractor services which shall be necessary or advisable for the expeditious, economical, and satisfactory completion of the Project; and

NOW, THEREFORE, County and GC, in consideration of the mutual undertakings herein contained, do mutually agree as follows:

ARTICLE 1
SCOPE OF WORK

GC has overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Construction Documents for the Project attached hereto as **Exhibit "A,"** and County's requirements. The Specifications and Drawings were prepared for County by A/E. GC shall do everything required by the Contract Documents.

ARTICLE 2
GENERAL PROVISIONS

2.1 CONTRACT DOCUMENTS

2.1.1
The Contract Documents consist of this Contract and all exhibits and attachments listed, contained, or referenced in this Contract, the Williamson County Uniform General Conditions ("UGCs"), Supplementary or other Conditions, if any, the Drawings, Specifications, Addenda issued prior to the Effective Date of this Contract, The Bid/Proposal Documents as defined by the Invitation for Bidders/Request for Proposals, and all Change Orders and any other Modifications issued after the Effective Date of this Contract, all of which form this Contract and are as fully a part of this Contract as if attached to this Contract.

2.1.2
This Contract represents the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Contract, this Contract shall govern. To the extent of any direct conflict or inconsistency between any of the Contract Documents, GC shall immediately notify County and seek clarification from A/E and County.

2.1.3
The term "GC" shall be interchangeable with the terms "Proposer," "Bidder," Respondent," "Contractor," and "General Contractor" or other similar terms as appropriate in the Contract Documents.

2.2 RELATIONSHIP OF THE PARTIES

GC accepts the relationship of trust and confidence established by this Contract and shall cooperate with A/E and County and exercise GC's skill and judgment in furthering the interests of County; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with County's interests.

2.3 GENERAL CONDITIONS

2.3.1
The term "Contractor" as used herein or in the UGCs shall mean GC.

2.3.2
The term "Owner" as used herein or in the UGCs shall mean County.

2.3.3
The term "Architect" as used herein or in the UGCs shall mean A/E.

ARTICLE 3
CONTRACT TIME

3.1
County shall provide a Notice to Proceed in which a date for commencement of the work shall be stated. GC shall achieve Substantial Completion of the Work within **Sixty (60) calendar days** after such commencement date. As such completion date may be extended by approved Change Orders. Unless otherwise specified in writing, GC shall achieve Final Completion within **thirty (30) calendar days** of Substantial Completion. The time set forth for completion of the work is an essential element of the Contract.

3.2 LIQUIDATED DAMAGES

GC acknowledges and recognizes that County is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that County has entered into, or will enter into, binding agreements upon GC's achieving Substantial Completion of the Work within the Contract Time. GC further acknowledges and agrees that if GC fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, County will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, GC shall be responsible for the exact amount of damages sustained by County. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, County and GC agree as set forth below:

3.2.1

Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Sum shall be reduced by **Five Hundred Dollars ($ 500.00) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which GC has no control, and such force majeure delays shall not be subject to such reduction of the Contract Sum.

3.2.2

County may deduct liquidated damages described herein from any unpaid amounts then or thereafter due GC under this Contract. Any liquidated damages not so deducted from any unpaid amounts due GC shall be payable by GC to County at the demand of County, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

3.2.3

Notwithstanding anything to the contrary in this Contract, if County is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, County shall be entitled to recover from GC all of County's actual damages in connection with the failure by GC to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 4
GC REPRESENTATIONS

4.1

In order to induce County to enter into this Contract, GC makes the following representations:

4.1.1

GC has examined and carefully studied the Contract Documents and the other related data identified in the Bid/Proposal Documents.

4.1.2

GC has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

4.1.3
GC is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

4.1.4
GC has considered the information known to GC; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by GC, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) GC's safety precautions and programs.

4.1.5
Based on the information and observations referred to in **Paragraph 4.1.4** above, GC does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Sum, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

4.1.6
GC is aware of the general nature of work to be performed by County and others at the Site that relates to the Work as indicated in the Contract Documents.

4.1.7
GC has given A/E written notice of all conflicts, errors, ambiguities, or discrepancies that GC has discovered in the Contract Documents, and the written resolution thereof by A/E is acceptable to GC.

4.1.8
The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5
THE CONTRACT SUM

5.1 Contract Sum.
County shall pay GC for completion of the Work in accordance with the Contract Documents the amount of **One hundred forty-four thousand Dollars ($ 144,000.00)**.

5.2 Contract Payments.
Method and terms of payment of the Contract Sum shall be in accordance with the Contract Documents.

5.3 Allowable Overhead and Profit Markup on Changes in the Work.
In case of an increase in the Contract Sum due to a change in the Work and in accordance with **UGC 7**, the amounts GC may add to the pricing of a change for overhead and profit are as follows:

5.3.1
For Work performed directly by GC with its Own Employees: GC may add up to **fifteen percent (15%)** for Work performed directly by GC for any specific change.

5.3.2
For Managing Subcontracted Work: GC may add up to **ten percent (10%)** for managing subcontracted Work for any specific change.

Only one percentage, referenced above, shall be used for the purpose of calculating the markup for a specific change amount. For changes involving both additions and deletions, the allowed markup will be allowed only on the net addition. The allowed markup shall cover all overhead expenses and profit of any kind relating to the specific change.

ARTICLE 6
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving GC written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify GC in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent,

approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however,* County's Designated Representative shall not have any right to modify, amend, or terminate this Contract or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment unless otherwise granted such authority by the Williamson County Commissioners Court.

GC's Designated Representative for purposes of this Contract is as follows:

Chasco Constructors, Ltd, L.L.C.
Rick Risener, Chief Civil Estimator
2801 East Old Settlers Blvd
Round Rock, TX 78665

GC shall have the right, from time to time, to change GC's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by GC under this Contract, GC's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by GC's Designated Representative on behalf of GC shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by GC's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by GC's Designated Representative shall be binding on GC. GC's Designated Representative shall have the right to modify, amend, and execute Contract Amendments on behalf of GC.

ARTICLE 7
NOTICE

Any notice required to be given under the provisions of this Contract shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or GC at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Contract, all notices shall be delivered to the following addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

GC: Chasco Constructors, Ltd, L.L.C.
2801 East Old Settlers Blvd
Round Rock, TX 78665

Attention: Charles J. Glace, Jr
President

Either party may designate a different address by giving the other party **ten (10) days** written notice.

ARTICLE 8
DISPUTE RESOLUTION

Any Claim or Dispute between County and GC shall be resolved in accordance with the provisions set forth in **UGC 15**.

ARTICLE 9
MISCELLANEOUS PROVISIONS

9.1 MEANING OF TERMS
Terms in this Contract shall have the same meaning as those in the UGCs.

9.2 NO WAIVER OF IMMUNITY
Nothing herein shall be construed as a waiver of sovereign immunity by Williamson County.

9.3 GOVERNING LAW
This Contract and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions.

Williamson County shall be the sole place of venue for any legal action arising from or related to this Contract or the Project in which County is a party.

9.4 ASSIGNMENT

County and GC, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Contract. GC shall not assign this Contract without the written consent of County. If GC attempts to make an assignment without County's consent, GC shall nevertheless remain legally responsible for all obligations under this Contract.

9.5 OTHER PROVISIONS

9.5.1

GC represents and warrants the following to County (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the Work:

.1 that it and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

.2 that it is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;

.3 that it is authorized to do business in the State of Texas and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the project;

.4 that its execution of this Contract and its performance thereof is within its duly authorized powers;

.5 that its duly authorized representative has visited the site of the Project, familiarized himself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and

.6 that it possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

ARTICLE 10
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

10.1
This Contract represents the entire and integrated agreement between County and GC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both County and GC.

10.2
The following documents comprise the Contract Documents:

1. This Contract between County and GC;
2. Exhibit A – Construction Documents
3. Exhibit B – Minimum Insurance Coverages and Minimum Coverage Amounts
4. Exhibit C – Williamson County Vendor Reimbursement Policy
5. Exhibit D – Williamson County Uniform General Conditions

10.3
In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. Contract between County and GC;
2. Special Conditions or Supplementary Conditions (if any);
3. Williamson County Uniform General Conditions;
4. all Addenda issued prior to the Effective Date of the Contract between County and GC; and
5. The Construction Documents

ARTICLE 11
SIGNATORY WARRANTY

The undersigned signatory for GC hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the Company. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns, and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE, OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

GC:
Chasco Constructors, Ltd., L.L.C.

By: Charles J Glace Jr
Signature

Charles J. Glace Jr.
Printed Name

President
Title

Date Signed: October 13, 2021

WILLIAMSON COUNTY:

By: _____

Bill Gravell Jr.
Williamson County Judge

Date Signed: _____

EXHIBIT A

CONSTRUCTION DOCUMENTS

Construction Documents attached below:

- Proposal - Rev 1 – Job# 21132 – See Attached

SKETCH AND SCOPE OF WORK

1. Prepare Existing Entrance For Large Vehicle Traffic
    A. Demo Stone Entrance Gate
    B. Demo 700-Lf Of Ranch Fence
    C. Extend 18-In Culvert Pipe To New Width Of Driveway Entrance

2. Improve Existing Drive For Increased Vehicle Traffic
    A. Pruning, Clearing, & Grubbing Of Trees To Accomodate New Road
    B. 8-In. Thick X 20-Ft. Wide Access Roadway To Follow Route Of Existing Drive

3. Extend New Drive To Modular Building Pad
    A. 8-In. Thick X 20-Ft. Wide Access Roadway

4. New Parking & Pad For Modular Building
    A. Excavate & Prepare For 12-In Road Base Foundation At Exist. Grade
    B. Orient 160-Ft. X 140-Ft. Pad Parallel To Future Right-Of-Way
    C. 600-Sqft Conc. Ada Parking Pad In Front Of Building
        - Include ADA signage, Pavement Markings, & Wheelstops
    D. 72-Lf Of Conc. Sidewalk In Front Of Building
    E. Ada-Compliant Ramp From Sidewalk To Building Entrance

5. Provide Underground Connections For Utilities
    A. Tie-In Water Line To Exist Water Service
    B. 4-In Wastewater Line To 5-Ft Outside Building Pad For Septic Tie-In
    C. (2) 2-In & (2) 4-In Conduits To 5-Ft. Outside Building Pad For Elec. & Data

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

JOB# 21132 LIBERTY HILL ADULT PROBATION

PROPOSAL - REV 2 10/12/2021

	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
CLEARING & DEMOLITION					
1	CLEARING	1	LS		
2	DEMO ENTRANCE FEATURE	1	EA		
3	DEMO C-L FENCE	700	LF		
4	DEMO MISC STRUCTURES (SHEDS ETC.. WITHIN THE ACCESS RDWY & BLDG SITE)	1	LS		
CLEARING & DEMOLITION					$14,000.00
SITEWORK					
1	EXCAVATION	962	CY		
2	HAUL OFF SPOILS	962	CY		
3	SUBGRADE PREP	5,590	SY		
4	20' WIDE x 8" THK FLEXBASE ACCESS ROAD	925	TON		
5	160'x140' x 12" THK FLEXBASE BLDG PAD	1,660	TON		
6	HCP SIGNS	2	EA		
7	WHEEL STOPS	2	EA		
8	STRIPING (2 EACH SYMBOLS, 4 EACH PARKING LINES, & 1 EACH VAN HATCHING)	1	LS		
9	6" THK CONCRETE ADA PARKING (4,000psi W/ #4@18" OCEW)	600	SF		
10	4" THK CONCRETE SIDEWALK 72'x5' (EXCLUDES SAND CUSHION)	360	SF		
11	ADA RAMP	1	EA		
SITEWORK					$107,000.00
UTILITIES					
1	18" CL III RCP PIPE CULVERT	30	LF		
2	1" SCH 40 PVC WATERLINE TO THE HOUSE	350	LF		
3	4" SDR-26 WWL TO 5' OUTSIDE THE BLDG PAD	60	LF		
4	SLEEVES (2 EACH 4" ELECTRICAL & 2 EACH 2" DATA)	60	LF		
UTILITIES					$23,000.00

JOB# 21132 LIBERTY HILL ADULT PROBATION

PROPOSAL - REV 2 10/12/2021

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE

SUMMARY

CLEARING & DEMOLITION	$14,000.00
SITEWORK	$107,000.00
UTILITIES	$23,000.00
TOTAL PROPOSAL	$144,000.00

ADDITIVE/DEDUCTIVE ALTERNATES

1	DEDUCT SIDEWALK	(360)	SF	$8.00	($2,880.00)
2	DEDUCT ADA RAMP	(1)	EA	$1,200.00	($1,200.00)
3	ADD CONSTRUCTION ENTRANCE	1	EA	$2,000.00	$2,000.00
4	ADD LIGHTPOLE BASES	1	EA	$2,250.00	$2,250.00

ADDITIVE/DEDUCTIVE ALTERNATES

EXCLUSIONS:

CONSTRUCTION MATERIALS TESTING, SITE DEVELOPMENT AND INSPECTION FEES,
WATER METERS,
RPLS AS-BUILTS, ENGINEERING, SPECIAL INSPECTIONS, EARLY PAYMENT DISCOUNT,
INITIAL SURVEY CONTROL POINTS & BENCHMARKS, RPLS AND/OR PE LAYOUT, BUILDING CORNERS,
TRAFFIC CONTROL, TRAFFIC CONTROL PLAN, PE STAMPED TRAFFIC CONTROL PLAN,
EROSION CONTROL, TREE PROTECTION, TREE WELLS, ROCK WALLS, SWPPP,
CERTIFIED ARBORIST, RELOCATING TREES, PRE AND POST TREE FERTILIZATION,
TARPS - COVERS - AND/OR REVEGETATION ON MATERIAL STOCKPILES,
UTILITY RELOCATION, ELECTRICAL, STREET LIGHTS, TELECOMMUNICATIONS, DATA, FIBER,
DRY UTILITIES, GAS, TRENCHING AND/OR CONCRETE FOR DRY UTILITIES & GAS,
INITIAL UTILITY MARKING AND LOCATES ON PRIVATE SITES,
REPAIR OF UNMARKED UTILITIES BROKEN DURING EXCAVATION AND TRENCHING ACTIVITIES,
FIRE RISERS, BFP AND/OR FDC IN BUILDINGS, FIRE LINE PERMITS AND/OR INSPECTIONS,
CUT & RELOCATE/REPAIR IRRIGATION SYSTEMS, IRRIGATION SLEEVES,
SODDING, SEEDING, LANDSCAPING, IRRIGATION, PURCHASED AND/OR AMENDED TOPSOIL,
STAMPED - STAINED - INTEGRAL COLOR - SEALED - SPECIAL FINISHES FOR CONCRETE
LIGHT POLE BASES, BOLLARDS, FENCES & GATES,
WASTEWATER CLEANOUTS AT 100' INTERVALS ON PRIVATE LINES (IF NOT SHOWN ON THE PLANS),
LIME AND/OR CEMENT STABILIZATION OF SUBGRADE, VOID MITIGATION,
DEMOLITION OF EXISTING FACILITIES EXCEPT AS NOTED IN SCHEDULE ABOVE,

QUALIFICATIONS AND NOTES:

P&P BONDS AND 10% 2 YEAR MAINTENANCE BOND ARE INCLUDED

ALL UTILITY LENGTHS ARE ALLOWANCE LENGTHS, AND WILL NEED TO BE FIELD MEASURED

ALL TREES, LIMBS, AND EXCAVATED MATERIAL WILL BE STOCKPILED ONSITE

ALL WORK HAS BEEN PRICED WITH A SINGLE MOBILIZATION. ANY ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT $5,000 PER MOVE IN.

THIS PROPOSAL IS GOOD FOR 30 DAYS FROM THE PROPOSAL DATE. IF ACCEPTED AFTER 30 DAYS, CHASCO RETAINS THE RIGHT TO ADJUST THE PROPOSAL BASED UPON CURRENT MARKET COSTS.

EXHIBIT B

MINIMUM INSURANCE COVERAGES AND MINIMUM COVERAGE AMOUNTS

1. All policies of insurance provided by Contractor must comply with the requirements of this Exhibit, the Contract Documents, and the laws of the State of Texas.

2. Contractor shall provide and maintain, until the Work covered in the Contract is completed and accepted by County, the minimum insurance coverages in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A. M. Best Company, or otherwise acceptable to County.

TYPE OF COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	$ 1,000,000 per Accident
Bodily Injury by Disease	$ 1,000,000 per Employee
	$ 1,000,000 aggregate Policy Limit

Comprehensive General Liability
(including completed operations and contractual liability insurance for bodily injury, death, or property damages)

Comprehensive General Liability	$ 1,000,000 per Occurrence
	$ 2,000,000 aggregate Policy Limit

Comprehensive Automobile and Auto Liability Insurance
(covering owned, hired, leased, and non-owned vehicles)

Bodily injury (including death)	$ 1,000,000 per Person $ 1,000,000 per Occurrence
Property Damage	$ 1,000,000 per Person $ 1,000,000 per Occurrence
	No aggregate Policy Limit

Builder's Risk Insurance (all risks)
An all risk policy, in the amount equal at all times to **100% of the Contract Sum**. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of Contractor and shall name its Subcontractors as additional insureds. County shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

A. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

Flood insurance
(when specified in Supplementary General Conditions or Special Conditions.

Umbrella Coverage $ 5,000,000

Workers' Compensation Insurance

A. Definitions:

Certificate of coverage ("Certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by County.

Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

Persons providing services on the Project ("Subcontractor") - includes all persons or entities performing all or part of the services Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to

provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of Contractor providing services on the Project, for the duration of the Project.

C. Contractor must provide a certificate of coverage prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

D. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the Project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with County showing that coverage has been extended.

E. Contractor shall obtain from each person providing services on a project, and provide to County:

(1) a certificate of coverage, prior to that person beginning work on the Project, so County will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than **seven (7) calendar days** after receipt by Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

F. Contractor shall retain all required certificates of coverage for the duration of the Project and for **one (1) year** thereafter.

G. Contractor shall notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

H. Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all

persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. Contractor shall contractually require each person with who it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(2) provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(3) provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(4) obtain from each other person with whom it contracts, and provide to Contractor:

a. a certificate of coverage, prior to the other person beginning work on the Project; and

b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(5) retain all required certificate of coverage on file for the duration of the Project and for **one (1) year** thereafter;

(6) notify County in writing by certified mail or personal delivery, within **ten (10) calendar days** after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(7) contractually require each person with whom it contracts, to perform as required by **Paragraphs (1)-(7)**, with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing the Contract or providing or causing to be provided a certificate of coverage, Contractor is representing to County that all employees of Contractor who will provide services on the Project will be covered by workers' compensation

coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles County to declare the Contract void if Contractor does not remedy the breach within **ten (10) calendar days** after receipt of notice of breach from County.

3. If insurance policies are not written for the amounts specified in this section, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

4. The furnishing of the above listed insurance coverage, as may be modified by the Contract Documents, must be tendered prior to execution of the Contract, and in no event later than **ten (10) calendar days** from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

5. County shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in this section.

6. Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this section. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over **seventy-five thousand dollars ($ 75,000)** in Contractor's insurance must be declared and approved in writing by County in advance.

EXHIBIT C

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted, or amended at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is not satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of County shall control as to the required actions of vendor and when such invoice must be paid by County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 County will only cover costs associated with travel on vendors outside a **fifty (50)-mile radius** from Williamson County, Texas.

2.2 County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor shall not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 County will not be responsible for, nor will County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends, or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of **fifty ($50) per day** on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of **twenty ($20) per day**. The travel must be outside the Williamson County, Texas line by a **fifty (50)-mile radius**.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to **3.2**). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a **fifty (50)-mile radius** of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a **fifty (50)-mile radius** of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt shall include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single

room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**

5.1 County will only reimburse up to a coach price fare for air travel.

5.2 County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1 Date

7.2.2 Destination

7.2.3 Purpose

7.2.4 Name of traveler(s)

7.2.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage shall be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a **fifty (50)-mile radius**.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its

contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Non-reimbursable Expenses

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products

10.2 Personal phone calls

10.3 Laundry service

10.4 Valet service (excludes hotel valet)

10.5 Movie rentals

10.6 Damage to personal items

10.7 Flowers/plants

10.8 Greeting cards

10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries, and service

10.11 Transportation/mileage to places of entertainment or similar personal activities

10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available

10.14 Excessive weight baggage fees or cost associated with more than two airline bags

10.15 Auto repairs

10.16 Babysitter fees, kennel costs, pet, or house-sitting fees

10.17 Saunas, massages, or exercise facilities

10.18 Credit card delinquency fees or service fees

10.19 Doctor bills, prescription and other medical services

10.20 Hand tools

10.21 Safety Equipment (hard hats, safety vests, etc.)

10.22 Office Supplies

10.23 Lifetime memberships to any association

10.24 Donations to other entities

10.25 Any items that could be construed as campaigning

10.26 Community outreach items exceeding $2 per item

10.27 Technology Fees

10.28 Sales tax on goods purchased

Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT D

UNIFORM GENERAL CONDITIONS

TABLE OF ARTICLES

1 GENERAL PROVISIONS
2 OWNER
3 CONTRACTOR
4 ARCHITECT
5 SUBCONTRACTORS
6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7 CHANGES IN THE WORK
8 TIME
9 PAYMENTS AND COMPLETION
10 PROTECTION OF PERSONS AND PROPERTY
11 INSURANCE AND BONDS
12 UNCOVERING AND CORRECTION OF WORK
13 MISCELLANEOUS PROVISIONS
14 TERMINATION OR SUSPENSION OF THE CONTRACT
15 CLAIMS AND DISPUTES

ARTICLE 1
GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 CONTRACT DOCUMENTS

Contract Documents are enumerated in the Contract between the Owner and Contractor (hereinafter the Contract) and consist of the Contract, Conditions of the Contract as revised, Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Contract and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Owner or the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

1.1.2 CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor.

1.1.3 WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

1.1.8 KNOWLEDGE

The terms "knowledge," "recognize," and "discover," their respective derivatives, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

1.1.9 PRODUCT

Materials, systems, and equipment incorporated or to be incorporated in the Work.

1.1.10 PROVIDE

Furnish and install and shall include, without limitation, labor, materials, equipment, transportation, services, and other items required to complete the referenced tasks.

1.1.11 FURNISH

Pay for, deliver (or receive), unload, inspect, and store products, materials, equipment, and accessories as specified while retaining care, custody and control until received for installation based on a signed receipt.

1.1.12 INSTALL

Receive, unload, inspect, and store as specified while retaining care, custody and control; set or place in position, make required connections; and adjust and test as specified in the Contract Documents for satisfactory performance and operation.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and applicable standards, codes, and ordinances, the Contractor shall (i) provide the better quality or greater quantity of Work or (ii) comply with the more stringent requirement; either or both in accordance with the Owner or the Architect's interpretation. The terms and conditions of this **Paragraph 1.2.1**, however, shall not relieve the Contractor of any of the obligations set forth in the Contract Documents.

1.2.2

Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3

Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

.1 Whenever a product is specified in accordance with a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other Association Standard, the Contractor, if required by the Specifications or if requested by the Owner, shall present evidence from the manufacture, certifying the product complies with the particular Standard or Specification. When required by the Contract Documents, supporting data shall be submitted to substantiate compliance.

.2 Whenever a product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer, trade names, or similar reference, no substitutions may be made unless accepted in strict accordance with the Substitution requirements stated in the Specifications or, if no Substitution requirements are stated in the Specifications, in accordance with the requirements stated elsewhere in the

Contract Documents. Where two or more products are shown or specified, the Contractor has the option to use either of those shown or specified.

1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.5 USE OF DRAWINGS AND OTHER INSTRUMENTS OF SERVICE

1.5.1

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights, except as provided in the Owner-Architect Agreement. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

1.5.2

The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall establish the necessary protocols governing such transmissions in writing, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2
OWNER

2.1 GENERAL

The Owner means Williamson County acting through any duly authorized representative as provided in the Contract, and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization ("Owner's Designated Representative"). The term "Owner" means the Owner or the Owner's authorized representative.

2.2 OWNER

2.2.1 Appropriation of Funds by Owner

Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of the Agreement between Owner and Contractor. Contractor understands and agrees that the Owner's payment of amounts under the Agreement between Owner and Contractor is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under the Agreement.

2.2.2

Unless specifically stated otherwise in the Contract Documents, Contractor shall secure and pay for necessary permits, approvals, assessments, and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

2.2.3

The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. Except for surveys or grade information, the Contractor shall compare the information furnished by the Owner, including, but not limited to, soil tests, with visibly observable physical conditions and the Contract Documents and, on the basis of such review, promptly report to the Owner and the Architect any known conflicts, errors or omissions. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.4

The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the

Work with reasonable promptness after receiving the Contractor's written request for such information or services.

2.2.5
Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions.

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by **Section 12.2** or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a **ten (10)-calendar day** period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

2.5 EXTENT OF OWNER RIGHTS

2.5.1
The rights stated in this **Article 2** and elsewhere in the Contract Documents are cumulative and not in limitation of any rights of the Owner (1) granted in the Contract Documents, (2) at law, or (3) in equity.

2.5.2
In no event shall the Owner have control over, charge of, or any responsibility for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, notwithstanding any of the rights and authority granted the Owner in the Contract Documents.

2.6 OWNER'S RIGHT TO RECORDS

2.6.1
The Contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontractor files (including proposals of successful bidders), original estimates, estimating work sheets, correspondence, schedules, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all foregoing hereinafter referred to as "records") and shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of his payees. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Contract.

2.6.2
For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent, or authorized representatives shall have access to said records from the effective date of this Contract for the duration of Work and until **three (3) years** (or longer if required by law) after the date of final payment by Owner to Contractor.

2.6.3
Owner's agent or its authorized representative shall have access during normal business hours to the Contractor's facilities, shall have access to all necessary records and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this **Section 2.6**. Owner's agent or authorized representative shall give auditees reasonable advance notice of intended audits.

2.6.4
Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) with cost plus contracts, if permitted, and not fixed price contracts to comply with the provisions of this **Article 2** by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payee's costs from amounts payable to the Contractor pursuant to this contract.

ARTICLE 3
CONTRACTOR

3.1 GENERAL

3.1.1
The Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under the Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative, and if these General Conditions are used in conjunction with the Contract between Owner and Construction Manager-At-Risk, the term "Contractor" shall mean the Construction Manager.

3.1.2
The Contractor shall perform the Work in strict accordance with the Contract Documents.

3.1.3
The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1
Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. Prior to execution of the Contract, the Contractor and each Subcontractor shall have evaluated and satisfied themselves as to the observable conditions and limitations under which the Work is to be performed, including, without limitation, (i) the location, condition, layout, and nature of the Project site and surrounding areas, (ii) generally prevailing climatic conditions, (iii) anticipated labor supply and costs, (iv) availability and cost of materials, tools, and equipment, and (v) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site. Except as set forth in **Section 10.3**, the Contractor and its Subcontractors shall be responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or the Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of **this Section 3.2**.

3.2.2

Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to **Paragraph 2.2.3**, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner. The Contractor shall verify the accuracy of elevations, dimensions, locations, and field measurements. In all cases of the interconnection of its Work with existing or other Work, the Contractor shall verify at the site all dimensions relating to such existing or other Work.

.1 All of Contractor's and Subcontractors' work shall conform to the Contract Documents. Contractor shall be responsible for the details of the Work necessary to carry out the intent of the drawings and specifications, or which are customarily performed. When more detailed information is required for performance of the Work or when an interpretation of the Contract Documents is requested, the Contractor shall submit a written request for information to the Architect or Owner (as required), and the Owner or Architect shall furnish such information or interpretation. Where only part of the Work is indicated, similar parts shall be considered repetitive. Where any detail is shown and components thereof are fully described, similar details not fully described shall be considered to incorporate the fully described details and components.

.2 The Contractor has had an opportunity to examine, and has carefully examined, all of the Contract Documents and Project site, and has fully acquainted itself with the scope of work, design, availability of materials, existing facilities, access, general topography, soil structure, subsurface conditions, obstructions, and all other conditions pertaining to the Work, the site of the Work, and its surrounding; that it has made necessary investigations to a full understanding of the difficulties which may be encountered in performing the Work; and that anything in any Contract Documents, or in any representations, statements, or information made or furnished by Owner or its representatives notwithstanding, Contractor will complete the Work

for the compensation stated in the Contract. In addition thereto, Contractor represents that it is fully qualified to do the Work in accordance with the terms of the Contract in the time specified.

3.2.3

The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and the Architect any nonconformity discovered by or made known to the Contractor as a request for information.

3.2.4

If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to **Paragraphs 3.2.2 or 3.2.3** above, the Contractor shall make Claims as provided in **Article 15**.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1

The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. Subcontractors are responsible for directing their forces on their portions of the Work. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor and Subcontractors shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

3.3.2

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities

performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

3.3.3
The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4
Inspection of the progress, quantity, or quality of the Work done by the Owner, any Owner's representative, any governmental agency, or the Architect, or any inspector, shall not relieve the Contractor of any responsibility for the compliance of the Work with the Contract Documents. The Owner or its approved representative (heretofore referred to as Owner's representative) shall have access to the worksite and all Work. No supervision or inspection by the Owner's representative, nor the authority to act nor any other actions taken by the Owner's representative shall relieve the Contractor of any of its obligations under the Contract Documents nor give rise to any duty on the part of the Owner.

3.4 LABOR AND MATERIALS

3.4.1
Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

.1 **Duty to Pay Prevailing Wage Rates.** The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined in **Paragraph 3.4.1.2** below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

a) For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

b) A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

.2 **Prevailing Wage Schedule.** Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). . Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

.3 **Penalty for Violation.** The Contractor and any Subcontractor shall pay to the Owner a penalty of **sixty dollars ($60.00)** for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to **Paragraph 3.4.1.2** above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

.4 **Complaints of Violations of Prevailing Wage Rates.** Within **thirty-one (31) days** of receipt of information concerning a violation of **Texas Government Code, Chapter 2258**, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

.5 **Arbitration Required if Violation not Resolved.** After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have **fourteen (14) days** in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the **fifteenth (15th) day** after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the **Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code**. The parties to the arbitration

have **ten (10) days** after the expiration of the **fifteen (15) days** referred to above, to agree on an arbitrator; if by the **eleventh (11th) day** there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

.6 **Arbitration Award.** If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided in this **Section 3.4** and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

.7 **Prevailing Wage Retainage.** Money retained pursuant to this **Section 3.4** shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of **sixty dollars ($60.00) per day** of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to **Texas Government Code, §2258.023**. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided under **Paragraphs 3.4.2 and 3.4.3**.

.8 **No Extension of Time.** If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this **Section 3.4**.

3.4.2

Except in the case of minor changes in the Work authorized by the Owner or Architect in accordance with **Paragraphs 3.12.8 or Section 7.4**, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive. If the Contractor desires to submit an alternate product or method in lieu of what has been specified or shown in the Contract Documents, the Contractor shall comply with the Substitution requirements listed in the Specifications, or if there are no Substitution requirements listed in the Specifications, then the following provisions apply:

.1 The Contractor must submit to the Architect and the Owner (1) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other like information necessary for a complete evaluation of the

substitution; (2) the adjustment, if any, in the Contract Sum, in the event the substitution is acceptable; (3) the adjustment, if any, in the time of completion of the Contract and the construction schedule in the event the substitution is acceptable; and (4) a statement indicating Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be to the Architect in sufficient time to allow the Architect no less than **ten (10) working days** for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

3.4.3
The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

3.4.4
The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

3.4.5.
In case the progress of the Work is affected by any undue delay in furnishing or installing any items or materials or equipment required under the Contract Documents because of such conflict involving any such labor agreement or regulation, the Owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive.

3.5 WARRANTY

3.5.1
The Contractor warrants to the Owner: (1) that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise; (2) that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit; (3) that the Work will be done strictly in accordance with the Contract Documents; (4) that all products are installed per the manufacturer's instructions, and in such a way that the manufacturer's warranties are preserved, including the use of a manufacturer-certified installer, if required by the manufacturer; (5) and that the Work, when finally completed, will provide a complete Project that meets the intent of the Contract Documents.

The Contractor represents and warrants to the Owner that its materials and workmanship, including without limitation, construction means, methods, procedures and techniques necessary to perform the Work, use of materials, selection of equipment and requirements of product manufacturers are and shall be consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; (3) requirements of any warranties applicable to the Work subject to **Paragraph 3.2.3**. Work, materials, or equipment not conforming to these requirements shall be considered defective, and promptly after written notification of non-conformance shall be repaired or replaced by Contractor with Work conforming to this warranty. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

.1 Contractor further warrants that all materials or equipment of a category or classification will be a product of the same manufacturer and such materials or equipment shall be of the same lot, batch or type and that such materials and equipment will be as specified.

3.5.2

The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

3.6 TAXES

State Sales and Use Taxes. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Contractor is liable; provided, however, Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. 151.309, as amended, and the services and materials subject of the Contract are being secured for use by Owner. Exemption certificates will be provided to Contractor upon request. As a precondition to the Owner reimbursing Contractor for allowable sales and use taxes, Contractor must, on its own, first attempt to use such tax exemption certificates in order to assert the exemption. In the event Contractor's efforts to use the tax exemption certificate is unsuccessful and provided that under the laws of the State of Texas an exemption from sales and use taxes is allowed. Owner will reimburse Contractor for such sales and use taxes upon Contractor providing sufficient and satisfactory documentation to the Williamson County Auditor.

3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

3.7.1

Unless otherwise provided, the Contractor shall secure, pay for, and, as soon as practicable, furnish the Owner with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Work, including, without limitation, all building permits. All connection charges, assessments, or inspection fees as may be imposed by any municipal agency or utility company are included in the Contract Sum and shall be the Contractor's responsibility.

3.7.2

The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.7.3

If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction and damages resulting therefrom.

3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than **twenty-one (21) calendar days** after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will authorize an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Contractor in writing, stating the reasons. If the Contractor disputes the Owner's determination, the Contractor party may assert a Claim as provided in **Article 15**.

3.7.5

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them

and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in **Article 15**.

3.8 ALLOWANCES

3.8.1

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

3.8.2

Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contractor shall, prior to purchasing any such materials, notify the Owner in writing of the cost and whether such cost will exceed the amount of the allowance. If Owner authorizes Contractor to proceed, after receiving the Contractor's estimate of the total cost, then the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under **Paragraph 3.8.2.1** and (2) changes in Contractor's costs under **Paragraph 3.8.2.2**.

3.9 SUPERINTENDENT

3.9.1

The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent or Contractor's project manager shall be as binding as if given to the Contractor. Important oral communications shall be immediately confirmed in writing.

3.9.2
The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Owner or Architect may reply within **fourteen (14) calendar days** to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Owner and Architect require additional time to review. Failure of the Owner or Architect to reply within the **fourteen (14)-calendar day** period shall constitute notice of no reasonable objection.

3.9.3
The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1
The Contractor, as provided in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2
The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

3.10.3
The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

3.10.4
The construction schedule shall be a detailed precedence-style critical path management ("CPM") schedule in a format satisfactory to the Owner that shall (1) provide a graphic

representation of all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; and (3) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as the "Milestone Date"). Upon review and acceptance by the Owner of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions as set forth in **Paragraph 3.10.1** or if requested by the Owner. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorize pursuant to a Change Order.

3.10.5

In the event the Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reach the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, and (3) other similar measures. Such measures so continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require such measures is solely for the purpose of ensuring the Contractors compliance with the construction schedule.

3.11 DOCUMENTS AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

3.12 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.12.1

Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

3.12.2
Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.12.3
Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

3.12.4
Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of **Paragraph 4.2.7**. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

3.12.5
The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

3.12.6
By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

3.12.7
The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been approved by the Architect.

3.12.8

The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by the Architect's approval thereof.

3.12.9

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

3.12.10

The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this **Paragraph 3.12.10**, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

3.14 CUTTING AND PATCHING

3.14.1

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly as required by the Contract Documents. All areas requiring cutting, fitting, and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

3.14.2

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

3.15.1

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

3.15.2

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

3.16 ACCESS TO WORK

The Owner and Architect shall, at all times, have access to the Work in preparation and progress wherever located.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and

Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

3.18 INDEMNIFICATION

3.18.1 INDEMNITY

OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS EMPLOYEES, AND ASSIGNS (THE "INDEMNIFIED PARTIES" OR "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS CONTRACT, TO THE EXTENT CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE. CONTRACTOR SHALL NOT BE REQUIRED TO INDEMNIFY, HOLD HARMLESS OR DEFEND THE INDEMNIFIED PARTIES AGAINST A CLAIM CAUSED BY THE NEGLIGENCE OR FAULT, OR THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE OF THE INDEMNITEE, OR OTHER PARTY OTHER THAN CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER, EXCEPT THAT CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNIFIED PARTIES AGAINST ANY CLAIMS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR IT SUBCONTRACTORS OF ANY TIER.

3.18.2 INDEMNITY – EMPLOYEE PERSONAL INJURY CLAIMS

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE INDEMNIFIED PARTIES AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF AN INDEMNIFIED PARTY'S GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, INCLUDING THE DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, SUBCONTRACTORS, OR ANY SUB-SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK OF THIS CONTRACT. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNIFIED PARTIES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE COMPARATIVE OR CONCURRENT NEGLIGENCE OF

THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

3.18.3
THE CONTRACTOR'S INDEMNITY OBLIGATIONS UNDER THIS **SECTION 3.18** SHALL ALSO SPECIFICALLY INCLUDE, WITHOUT LIMITATION, ALL FINES, PENALTIES, DAMAGES, LIABILITY, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) ARISING OUT OF, OR IN CONNECTION WITH, ANY (1) VIOLATION OF OR FAILURE TO COMPLY WITH ANY LAW, STATUTE, ORDINANCE, RULE, REGULATION, CODE OR REQUIREMENT OF A PUBLIC AUTHORITY THAT BEARS UPON THE PERFORMANCE OF THE WORK BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE, (2) MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF EXECUTION OR PERFORMANCE OF THE WORK, AND (3) FAILURE TO SECURE AND PAY FOR PERMITS, FEES, APPROVALS, LICENSES, AND INSPECTIONS AS REQUIRED UNDER THE CONTRACT DOCUMENTS, OR ANY VIOLATION OF ANY PERMIT OR OTHER APPROVAL OF A PUBLIC AUTHORITY APPLICABLE TO THE WORK, BY THE CONTRACTOR, A SUBCONTRACTOR, OR ANY PERSON OR ENTITY FOR WHOM EITHER IS RESPONSIBLE.

ARTICLE 4
ARCHITECT

4.1 GENERAL

4.1.1
The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Contract and is referred to throughout the Contract Documents as if singular in number.

4.1.2
Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

4.1.3
In the event that Owner has not engaged an architect and an architect is not identified in the Contract, but, rather, engages an engineer for the Project, all references made in these General

Conditions to the "Architect" shall mean and include the engineer identified as the "Engineer" in the Contract and all duties, responsibilities and limitations of authority of the Architect, as set forth in the Contract Documents, shall apply to the Engineer.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.1
The Architect will provide administration of the Contract as described in the Owner-Architect Agreement. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.2.2
The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in **Paragraph 3.3.1**.

4.2.3
On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2.4 COMMUNICATIONS AND CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to relate relevant communications between Owner and Architect to the Architect. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.5
If included in Architect's scope of work, the agreement between Owner and Architect, or if requested by the Owner, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts based on the Architect's evaluations of the Contractor's Applications for Payment.

4.2.6
To the extent permitted by the agreement between Owner and Architect, the Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect, in consultation with the Owner, will have authority to require inspection or testing of the Work in accordance with **Paragraphs 13.5.2 through 13.5.3**, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.7
To the extent provided in the agreement between Owner and Architect, the Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Owner and Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under **Sections 3.3, 3.5, and 3.12**. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

4.2.8
If requested by Owner, the Architect will prepare Change Orders and Construction Change Directives with the Owner's prior written consent, but the Architect may authorize minor changes in the Work as provided in the agreement between Owner and Architect, or in **Section 7.4**. If requested by Owner, the Architect will investigate and make determinations

and recommendations regarding concealed and unknown conditions as provided in **Paragraph 3.7.4**.

4.2.9
If requested by Owner, the Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to **Section 9.8**; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to **Section 9.10**; and issue a final Certificate for Payment pursuant to **Section 9.10**.

4.2.10
If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

4.2.11
If requested by Owner, the Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

4.2.12
Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

4.2.13
The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents, and if approved by Owner.

4.2.14
The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1
A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

5.1.2
A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACTS

5.2.1 FOR CONSTRUCTION MANAGER AT-RISK CONTRACTS
The Construction Manager shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or Subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the work itself if:

.1 the Construction Manager submits its bid or proposal for those portions of the Work in the same manner as all other trade contractors or Subcontractors; and

.2 the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner.

.3 **Review of Bids or Proposals.** Construction Manager shall review all trade contractor or Subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, Architect, Engineer, or Owner. All bids or proposals shall be made available to the Owner on request and to the public after the later of the award of the Contract or the **seventh (7th) business day** after the date of final selection of bids or proposals. If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner

requires another bid or proposal to be accepted, the Owner shall compensate the Construction Manager by a change in the Contract Sum, Contract Time, or Cost of the Work for any additional cost and risk that the Construction manager incurs because of the Owner's requirement that another bid or proposal be accepted.

5.2.2

The Contractor shall not contract with a proposed Subcontractor, person, or entity to whom the Owner has made reasonable objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made a reasonable objection.

5.2.3

If the Owner has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time may be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4

The Contractor shall not substitute a Subcontractor, person, or entity previously selected if the Owner makes reasonable objection to such substitution.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the

proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2
All subcontracts shall be in writing and, if requested, Contractor shall provide Owner with copies of executed subcontracts.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1
The Contract is for Owner's benefit, its successors and assigns who, as well as Contractor, may directly enforce all rights and warranties, express or implied herein, but Subcontractors shall have recourse only against Contractor and not against Owner. Owner may rely solely upon Contractor for enforcement of all Subcontracts. To effect such purpose, Contractor assigns to Owner all right to bring any actions against subcontractors and material vendors without waiver by Owner of his right against Contractor because of defaults, delays and effects for which a subcontractor or material vendor may also be liable, said assignment being effective only if:

.1 Contractor is in default under the Contract Documents; or

.2 Owner has terminated the Contract in accordance with the Contract Documents; and

.3 Only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.4 The assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.4.2
Upon such assignment, if the Work has been suspended for more than **thirty (30) calendar days**, the Subcontractor's compensation may be equitably adjusted for increases in cost resulting from the suspension.

5.4.3
Upon such assignment to the Owner under this **Section 5.4**, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

5.4.4
The Architect and the Owner shall have the right to request from any Subcontractor at any time during the course of construction, a notarized affidavit stating the amount of monies which have been paid to the Subcontractor as of any certain stipulated date.

ARTICLE 6
CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1
The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in **Article 15**.

6.1.2
When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Contract.

6.1.3
The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

6.2 MUTUAL RESPONSIBILITY

6.2.1
The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

6.2.2
If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Owner apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

6.2.3
The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

6.2.4
The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in **Paragraph 10.2.5**.

6.2.5
The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in **Section 3.14**.

6.2.6
All separate contractors shall sign a site access agreement with Contractor setting forth duties, responsibilities, safety, and administrative requirements.

6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and allocate the cost among those responsible.

ARTICLE 7
CHANGES IN THE WORK

7.1 GENERAL

7.1.1
Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this **Article 7** and elsewhere in the Contract Documents.

7.1.2
A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Owner or Architect alone.

7.1.3
Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work. Except as permitted in **Section 7.3** and **Paragraph 9.7.2**, a change in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that Owner has been unjustly enriched by any alteration of or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any Claim to an increase in any amounts due under the Contract Documents or a change in any time period provided for in the Contract Documents.

7.2 CHANGE ORDERS

7.2.1
A Change Order is a written instrument signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

7.2.2
Contractor's Change Order shall set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the dates of Substantial Completion. Contractor shall furnish supporting data as reasonably requested by Owner.

7.2.3
Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum and the construction schedule.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.1
A Construction Change Directive is a written order signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

7.3.2
A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

7.3.3
If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in **Paragraph 7.3.7**.

7.3.4
If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

7.3.5
Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

7.3.6
A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

7.3.7
If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Contract, or if no such amount is set forth in the Contract, a reasonable amount. In such case, and also under **Paragraph 7.3.3.3**, the Contractor shall keep and present, in such form as the Owner or Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this **Paragraph 7.3.7** shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

7.3.8
The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Owner or the Architect. When both additions and credits covering related Work or

substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

7.3.9
Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Owner determines to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of Contractor to disagree and assert a Claim in accordance with **Article 15**.

7.3.10
When the Owner and Contractor agree with a determination made concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

7.4 MINOR CHANGES IN THE WORK

If permitted in the agreement between Owner and Architect, the Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents.

ARTICLE 8
TIME

8.1 CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. The Contract Time is the time between the dates indicated in the Notice to Proceed for commencement of the Work and for achieving Substantial Completion. The Contract Time can be modified only by Change Order. Failure to achieve Substantial Completion within the Contract Time, as otherwise agreed to in writing, will cause damage to Owner and may subject Contractor to liquidated damages as provided in the Contract. If Contractor fails to achieve Final Completion within **thirty (30) calendar days** after Substantial Completion or a mutually agreed upon longer period of time between Contractor and Owner, Contractor shall be responsible for Owner's additional inspection, project management, and maintenance cost to the extent caused by Contractor's failure to achieve Final Completion.

8.2 NOTICE TO PROCEED

Owner will issue a Notice to Proceed which shall state the dates for beginning the Work and for achieving Substantial Completion of the Work.

8.3 WORK PROGRESS SCHEDULE

Unless indicated otherwise, Contractor shall submit to Owner and Architect the initial Work Progress Schedule for the Work in relation to the entire Project not later than **twenty-one (21) calendar days** after the effective date of the Notice to Proceed. Unless indicated otherwise, the Work Progress Schedule shall be computerized Critical Path Method (CPM) with fully editable logic. This initial schedule shall indicate the dates for starting and completing the various aspects required to complete the Work, including mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents, and acceptance of all the Work of the Contract. When acceptable to Owner, the initially accepted schedule shall be the Baseline Schedule for comparison to actual conditions throughout the Contract duration.

8.3.1 SCHEDULE REQUIREMENTS

Contractor shall submit electronic and paper copy of the initial Work Progress Schedule reflecting accurate and reliable representations of the planned progress of the Work, the Work to date if any, and of Contractor's actual plans for its completion. Contractor shall organize and provide adequate detail, so the schedule is capable of measuring and forecasting the effect of delaying events on completed and uncompleted activities.

.1 Contractor shall resubmit initial schedule as required to address review comments from Architect and Owner until such schedule is accepted as the Baseline Schedule.

.2 Submittal of a schedule, schedule revision or schedule update constitutes Contractor's representation to Owner of the accurate depiction of all progress to date and that Contractor will follow the schedule as submitted in performing the Work.

8.3.2 SCHEDULE UPDATES

Contractor shall update the Work Progress Schedule and the Submittal Register monthly, as a minimum, to reflect progress to date and current plans for completing the Work, while maintaining original schedule as Baseline Schedule and submit electronic copies of the update to Owner and Architect as directed, but as a minimum with each request for payment. Owner has no duty to make progress payments unless accompanied by the updated Work Progress Schedule. Show the anticipated date of completion reflecting all extensions of time granted through Change Order as of the date of the update. Contractor may revise the Work Progress Schedule when in Contractor's judgment it becomes necessary for the management of the Work. Contractor shall identify all proposed changes to schedule logic to Owner and to Architect via an executive summary accompanying the updated schedule for review prior to final implementation of revisions into a revised Baseline Schedule. Schedule changes that materially impact Owner's operations shall be communicated promptly to Owner and

Architect and shall not be incorporated into the revised Baseline Schedule without Owner's consent.

8.3.3
The Work Progress Schedule is for Contractor's use in managing the Work and submittal of the schedule, and successive updates or revisions, is for the information of Owner and to demonstrate that Contractor has complied with requirements for planning the Work. Owner's acceptance of a schedule, schedule update, or revision constitutes Owner's agreement to coordinate its own activities with Contractor's activities as shown on the schedule.

.1 Acceptance of the Work Progress Schedule, or update and/or revision thereto does not indicate any approval of Contractor's proposed sequences and duration.

.2 Acceptance of a Work Progress Schedule update or revision indicating early or late completion does not constitute Owner's consent, alter the terms of the Contract, or waive either Contractor's responsibility for timely completion or Owner's right to damages for Contractor's failure to do so.

.3 Scheduled dates for completion of any activity or the entire Work do not constitute a change in terms of the Contract. Change Orders are the only method of modifying the Substantial Completion Date(s) and Contract Time.

8.4 COMPLETION OF WORK

Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.

8.4.1
If, in the judgment of Owner, the work is behind schedule and the rate of placement of Work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, Contractor, when so informed by Owner, shall immediately take action to increase the rate of work placement by:

.1 An increase in working forces.

.2 An increase in equipment or tools.

.3 An increase in hours of work or number of shifts.

.4 Expedite delivery of materials.

.5 Other action proposed, if acceptable to Owner.

8.4.2
Within **ten (10) calendar days** after such notice from Owner, Contractor shall notify Owner in writing of the specific measures taken or planned to increase the rate of progress. Contactor shall include an estimate as to the date of scheduled progress recovery and an updated Work Progress Schedule illustrating Contractor's plan for achieving timely completion of the Project. Should Owner deem the plan of action inadequate, Contractor shall take additional steps or make adjustments, as necessary, to its plan of action until it meets with Owner's approval.

8.5 MODIFICATION OF CONTRACT TIME

8.5.1
Delays and extension of time as hereinafter described are valid only if executed in accordance with provisions set forth in **Article 7**.

8.5.2
When a delay defined herein as excusable prevents Contractor from completing the Work within the Contract Time, Contractor is entitled to an extension of time. Owner will make an equitable adjustment and extend the number of days lost because of excusable delay or Weather Days, as measured by Contractor's progress schedule. All extensions of time will be granted in calendar days. In no event, however, will an extension of time be granted for delays that merely extend the duration of non-critical activities without delaying the project Substantial Completion date(s).

.1 A "Weather Day" is a day on which Contractor's current schedule indicates Work is to be done, and on which inclement weather or related site conditions prevent Contractor from performing **seven (7) continuous hours** of Work on the critical path between the hours of 7:00 a.m. and 6:00 p.m.

A. Weather days are excusable delays and, in the event of precipitation, Contractor may claim **one (1) Weather Day** for each day of the duration of the precipitation plus an additional day for each **tenth (1/10th) of an inch** of accumulation as determined by a third-party website agreed upon by Owner and Contractor.

B. At the end of each calendar month, Contractor shall submit to Owner and Architect a list of Weather Days occurring in that month along with documentation of the impact on critical activities. Based on confirmation by Owner, any time extension granted will be issued by Change Order. If Contractor and Owner cannot agree on the time extension, Owner may issue a Construction Change Directive (CCD) for a fair and reasonable time extension.

.2 **Excusable Delay.** Contractor is entitled to an equitable adjustment of the Contract Time, issued via Change Order, for delays caused by the following:

A. Errors, omissions, and imperfections in design, which Architect corrects by means of changes in the Drawings and Specifications.

B. Unanticipated physical conditions at the Site, which Architect corrects by means of changes to the Drawings and Specifications or for which Owner directs changes in the Work identified in the Contract Documents.

C. Failure of Owner to have secured property, right-of-way, or easements necessary for Work to begin or progress.

D. Changes in the Work that effect activities identified in Contractor's schedule as "critical" to completion of the entire Work, if such changes are ordered by Owner or recommended by Architect and ordered by Owner.

E. Suspension of Work for unexpected natural events, Force Majeure (sometimes called "acts of God"), civil unrest, strikes or other events which are not within the reasonable control of Contractor.

F. Suspension of Work for convenience of Owner, which prevents Contractor from completing the Work within the Contract Time.

G. Administrative delays caused by activities or approval requirements related to an Authority Having Jurisdiction.

8.5.3
Contractor's relief in the event of such delays is the time impact to the critical path as determined by analysis of Contractor's schedule. In the event that Contractor incurs additional direct costs because of the excusable delays other than described in **Subparagraph 8.5.2.2.D** and within the reasonable control of Owner, the Contract Sum and Contract Time are to be equitably adjusted by Owner pursuant to the provisions of **Article 7**.

8.6 NO DAMAGES FOR DELAY

Due to the unique requirements of working within a public facility which may be shared with other user-groups and adjacent to other public facilities, Owner may, at any time, restrict the Work to non-disruptive activities to reduce noise, vibration, air pollution, or any other nuisance, intrusion, or danger affecting adjacent public functions and duties. In each case, Owner will make a good faith effort to provide sufficient advanced notice of restriction to Contractor; and, Contractor shall make a good faith effort to reallocate activities, materials, and forces onsite to avoid delay to the project schedule. Contractor has no claim for monetary damages for delay or hindrances to the Work from any cause, including, without limitation, any act or omission of Owner.

8.7 CONCURRENT DELAY

When the completion of the Work is simultaneously delayed by an excusable delay and a delay arising from a cause not designated as excusable, Contractor may not be entitled to a time extension for the period of concurrent delay.

8.8 OTHER TIME EXTENSION REQUESTS

Time extensions requested in association with changes to the Work directed or requested by Owner shall be included with Contractor's proposed costs for such change. Time extensions requested for inclement weather are covered by **Paragraph 8.5.2.1** above. If Contractor believes that the completion of the Work is delayed by a circumstance other than for changes directed to the Work or weather, they shall give Owner written notice, stating the nature of the delay and the activities potentially affected, within **five (5) calendar days** after the onset of the event or circumstance giving rise to the excusable delay. Contractor shall provide sufficient written evidence to document the delay. In the case of a continuing cause of delay, only one claim is necessary. State claims for extensions of time in numbers of whole or half days.

8.8.1

Within **ten (10) calendar days** after the cessation of the delay, Contractor shall formalize its request for extension of time in writing to include a full analysis of the schedule impact of the delay and substantiation of the excusable nature of the delay. All changes to the Contract Time or made as a result of such claims is by Change Order, as set forth in **Article 7**.

8.8.2

No extension of time releases Contractor or the Surety furnishing a performance or payment bond from any obligations under the Contract or such a bond. Those obligations remain in full force until the discharge of the Contract.

8.8.3 CONTENTS OF TIME EXTENSION REQUESTS

Contractor shall provide with each Time Extension Request a quantitative demonstration of the impact of the delay on project completion time, based on the Work Progress Schedule. Contractor shall include with Time Extension Requests a reasonably detailed narrative setting forth:

.1 The nature of the delay and its cause; the basis of Contractor's claim of entitlement to a time extension.

.2 Documentation of the actual impacts of the claimed delay on the critical path indicated in Contractor's Work Progress Schedule, and any concurrent delays.

.3 Description and documentation of steps taken by Contractor to mitigate the effect of the claimed delay, including, when appropriate, the modification of the Work Progress Schedule.

8.8.4 OWNER'S RESPONSE

Owner will respond to the Time Extension Request by providing to Contractor written notice of the number of days granted, if any, and giving its reason if this number differs from the number of days requested by Contractor.

.1 Owner will not grant time extensions for delays that do not affect the Contract Substantial Completion date.

.2 Owner will respond to each properly submitted Time Extension Request within **fifteen (15) calendar days** following receipt. If Owner cannot reasonably make a determination about Contractor's entitlement to a time extension within that time, Owner will notify Contractor in writing. Unless otherwise agreed by Contractor, Owner has no more than **fifteen (15) additional calendar days** to prepare a final response. If Owner fails to respond within **forty-five (45) calendar days** from the date the Time Extension Request is received, Contractor is entitled to a time extension in the amount requested.

8.9 FAILURE TO COMPLETE WORK WITHIN THE CONTRACT TIME

TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT. Contractor's failure to substantially complete the Work within the Contract Time or to achieve Substantial Completion as required will cause damage to Owner. These damages shall be liquidated by agreement of Contractor and Owner, in the amount per day as set forth in the Contract.

8.10 LIQUIDATED DAMAGES

Owner may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract Sum in the amount of liquidated damages stated in the Contract.

ARTICLE 9
PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Contract and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price ("GMP"), the Contractor shall submit to the Owner and Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy

as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1

As provided in the Contract and in the Contract Documents, the Contractor shall submit to the Owner and Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under **Section 9.2.**, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

.1 As provided in **Paragraph 7.3.9**, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Owner or the Architect, but not yet included in Change Orders.

.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

.3 If requested by Owner or required elsewhere in the Contract Documents, Each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a) With each Application for Payment: a current Sworn Statement from the Contractor setting forth all Subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any Subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;

b) With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and Subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;

c) Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all Subcontractors, material suppliers and,

where appropriate, lower tier subcontractors that have billed more than **five thousand dollars ($5,000)** on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;

d) With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by **Texas Property Code, §53.284**; and

e) Such other information, documentation, and materials as the Owner, or the title insurer may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

9.3.2

Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

9.3.3

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred

to collectively as "liens" in this **Paragraph 9.3.3**), provide the Owner has paid Contractor pursuant to the requirements of the Contract Documents. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this **Paragraph 9.3.3**, including, without limitation, the duty to defend and indemnify Owner.

.3 **Retainage.** The Owner shall withhold from each progress payment, as retainage, **five percent (5%)** of the total earned amount. Retainage so withheld shall be managed in conformance with **Texas Government Code, Chapter 2252, Subchapter B**. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least **sixty-five percent (65%)** of the total Contract Sum.

.4 For purposes of **Texas Government Code, §2251.021 (a)(2)**, the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

9.4 CERTIFICATES FOR PAYMENT

9.4.1

The Architect will, within **seven (7) business days** after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in **Paragraph 9.5.1**.

9.4.2

The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive

or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1

The Owner or Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner or Architect's opinion the representations to the Owner required by **Paragraph 9.4.2** cannot be made. If the Owner or Architect is unable to certify payment in the amount of the Application, the Owner or Architect will notify the Contractor. If the Contractor and Architect, or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount that can be certified. The Owner or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in **Paragraph 3.3.2**, because of

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a separate contractor;

.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;

.7 failure to comply with the requirements of **Texas Government Code, Chapter 2258** (Prevailing Wage Law);

.8 failure to include sufficient documentation to support the amount of payment requested for the Project;

.9 failure to obtain, maintain, or renew insurance coverage, payment/performance bonds or warranty bond required by the Contract Documents; or

.10 repeated failure to carry out the Work in accordance with the Contract Documents.

9.5.2
When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

9.6 PROGRESS PAYMENTS

9.6.1
The Owner shall make payment in the manner and within the time provided in the Contract Documents and in accordance with **Texas Government Code, Chapter 2251.**

9.6.2
The Contractor shall pay each Subcontractor no later than **ten (10) calendar days** after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3
The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within **seven (7) calendar days**, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

9.6.4
Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in **Paragraph 9.6.2.**

9.6.5
A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

9.7 FAILURE OF PAYMENT

9.7.1
If the Architect is required to issue Certificates for Payment and, through no fault of the Contractor, the Architect fails to timely issue Certificates for Payment in the time permitted in the Contract Documents, or if the Owner does not pay the Contractor by the date established in the Contract Documents, then the Contractor may, upon **twenty-one (21) business days** written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received.

9.7.2
If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

9.8 SUBSTANTIAL COMPLETION

9.8.1
Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

9.8.2
When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner and Architect a comprehensive list of items to be completed or corrected prior to final

payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

9.8.3
Upon receipt of the Contractor's punch list, the Owner and Architect will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner and/or Architect's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or Architect. In such case, the Contractor shall then submit a request for another examination by the Owner or Architect to determine Substantial Completion.

9.8.4
When the Work or designated portion thereof is substantially complete, the Architect, if required by the Contract Documents, or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within **thirty (30) calendar days** of Substantial Completion. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5
The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1
The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under **Paragraph 11.3.1.5**, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for

correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under **Paragraph 9.8.2**. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

9.9.2
Immediately prior to partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.9.3
Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1
Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and Architect will make such inspection and, when the Owner and Architect find the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in **Paragraph 9.10.2** as precedent to the Contractor's being entitled to final payment have been fulfilled. All warranties and guarantees required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Architect as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees have been received and accepted by the Owner.

9.10.2
Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by **Texas Government Code, Chapter 2251**, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) business days** prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will

not be renewable to cover the period required by the Contract Documents, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

9.10.3
The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of warranties required by the Contract Documents.

9.10.4
Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10
PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS
The Contractor and its Subcontractors shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1
The Contractor and its Subcontractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement during construction.

10.2.2

The Contractor and its Subcontractors shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. Notwithstanding any language to the contrary, the Owner shall not have any responsibility for job site inspections or safety recommendations. Any inspections or observations by the Owner or the Architect are solely for the benefit of the Owner and shall not create any duties or obligations to anyone else.

10.2.3

The Contractor and its Subcontractors shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

10.2.4

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.5

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in **Paragraphs 10.2.1.2 and 10.2.1.3** caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under **Paragraphs 10.2.1.2 and 10.2.1.3**, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under **Section 3.18**.

10.2.6

The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

10.2.7
The Contractor and its Subcontractors shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding **twenty-one (21) calendar days** after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

10.2.9
When all or a portion of the Work is suspended for any reason, the Contractor shall securely fasten down all covering and fully protect the Work, as necessary, from injury or damage by any cause.

10.2.10
The Contractor shall promptly report in writing to the Owner and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage.

10.3 HAZARDOUS MATERIALS

10.3.1
The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

10.3.2
Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notice from the Owner.

10.3.3
The Owner shall not be responsible under this **Section 10.3** for materials or substances the Contractor brings to the site unless such materials or substances are expressly required by the Contract Documents. The Owner shall be responsible for materials or substances expressly required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

10.3.4
The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site or negligently handles, or (2) where the Contractor fails to perform its obligations under **Paragraph 10.3.1**, except to the extent that the cost and expense are due to the Owner's fault or negligence.

10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time, if any, claimed by the Contractor on account of an emergency shall be determined as provided in **Article 7** and **Article 15**.

ARTICLE 11
INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1
The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations, which coverage shall be maintained for no less than **four (4) years** following final payment; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under **Section 3.18**.

11.1.2
The insurance required by **Paragraph 11.1.1** shall be written for not less than limits of liability specified in the Contract or the Contract Documents. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

11.1.3
Unless otherwise provided, copies of the insurance policies, in form acceptable to the Owner, shall be provided to Owner within **thirty (30) calendar days** of Owner's request. Except as otherwise provided, all of the policies provided shall name Owner as an additional insured, and such policies shall immediately deliver to Owner copies of all such insurance policies, together with certificates by the insurer evidencing Owner's coverage there under. Each policy of insurance obtained by Contractor pursuant to the Contract Documents shall provide, by endorsement or otherwise (1) that such policy shall not be canceled, endorsed, altered or reissued to effect a change in coverage for any reason or to any extent whatsoever unless the insurer shall have first given Owner and Lender at least **thirty (30) calendar days** prior written notice thereof, and (2) that Owner may, but shall not be obligated to, make premium payments to prevent the cancellation, endorsement, alteration or reissuance of such policy and such payments shall be accepted by the insurer to prevent the same. Such policies shall provide, by endorsement or otherwise, that Contractor shall be solely responsible for the payment of all premiums under the policies, and that Owner shall have no obligation for the payment thereof, notwithstanding that Owner is named as additional insured under the policy. Any insured loss or claim of loss shall be adjusted to the Owner, and any settlement

payments shall be made payable to the Owner as a trustee for the insureds, as their interests may appear. Upon the occurrence of an insured loss or claim of loss, monies received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be resolved in accordance with **Article 15**, below, but the Work of the Project shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible area of the policy. If Owner is damaged by the failure of Contractor to purchase or maintain such insurance, then Contractor shall bear all costs properly attributable thereto. The Contractor shall affect and maintain similar property insurance on portions of the Work stored off the site or in transit when such portions of the Work are to be included. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until Final Completion of the Project.

11.1.4

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1

Unless otherwise provided in the Contract Documents, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in **Section 9.10** or until no person or entity other than the Owner has an insurable interest in the property required by this **Section 11.3** to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss as well as coverage for building materials while in transit or building materials suitably stored at a temporary location. Property insurance provided by the Contractor shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, shoring, and other similar items commonly referred to as construction equipment that may be on the site and the capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance it may require on such construction equipment. Any such policy obtained by the Contractor under this **Paragraph 11.3.1** shall include a waiver of subrogation in accordance with the requirements of **Paragraph 11.3.4**.

.2 If the Contractor does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Contractor shall so inform the Owner in writing prior to commencement of the Work. If the Owner is damaged by the failure or neglect of the Contractor to purchase or maintain insurance as described above, without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs properly attributable thereto.

.3 Contractor shall be responsible for any deductibles to the extent that the loss arose out of or was cause by Contractor's negligence or breach of the Contract.

.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

.5 Partial occupancy or use in accordance with **Section 9.9** shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

11.3.2 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by

fire or other causes of loss to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this **Section 11.3** or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. However, this waiver shall not apply to property insurance purchased by Owner after completion of the Work or Final Payment, whichever comes first. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in **Article 6**, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.3
A loss insured under the property insurance shall be adjusted in good faith and made payable to the Owner in good faith for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.4 BONDS

11.4.1
The Contractor is required to tender to Owner, prior to commencing the Work, performance and payment bonds, as required by law. In the event Contractor fails to provide such bonds within the time provided by the Contract, Owner may immediately, upon notice of such failure, or within a reasonable time thereafter, at its sole option and discretion: (1) void this Contract in its entirety; or (2) procure such bonds on behalf of the Contractor, deducting such amounts from the Contract Sum. In the event Owner voids the Contract under this **Section 11.4**, Contractor may forfeit its bid bond.

11.4.2
A Performance Bond is required if the Contract Sum is in excess of **fifty thousand dollars ($50,000)**. The performance bond is solely for the protection of the Owner, in the full amount of the Contract Sum and conditioned on the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Owner.

11.4.3
A Payment Bond is required if the Contract Sum is in excess of **twenty-five thousand dollars ($25,000)**. A payment bond is payable to the Owner, in the full amount of the Contract Sum

and solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the Contractor or a supplier of required materials or labor. The form of bond shall be approved by the Owner.

11.4.4 Warranty Bond.
Prior to final final payment, Contractor shall provide Owner with a Warranty Bond in the sum of ten percent (10%) of the Contract Sum or ten percent (10%) of the GMP for Construction Manager At-Risk Contracts for twelve (12) months from Substantial Completion of the Work. The form of bond shall be approved by the Owner.

11.4.5
Corporate sureties authorized to issue bonds shall be qualified and comply with relevant provisions of the Texas Insurance Code.

11.4.6
Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner. If any bond is for more than **ten percent (10%)** of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusteed to do business in the State. A reinsurer may not reinsure for more than **ten percent (10%)** of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within **thirty (30) calendar days** after such loss furnish a replacement bond at no added cost to the Owner.

11.4.7
Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embosses seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

11.4.8
The process of requiring and accepting bonds and making claims thereunder shall be conducted in compliance with **Texas Government Code, Chapter 2253**. If for any reason a statutory payment or performance bond is not honored by the surety, the Contractor shall fully indemnify and hold the Owner harmless of and from any costs, losses, obligations or liabilities it incurs as a result.

11.4.9
Owner shall furnish certified copies of a payment bond and the related Contract between Owner and Contractor to any qualified person seeking copies who complies with **Texas Government Code, §2253.026**.

11.4.10 Claims on Payment Bonds.
Claims on payment bonds must be sent directly to the Contractor and its surety in accordance with Texas Government Code, §2253.041. All Payment Bond claimants are cautioned that no lien exists on the funds unpaid to the Contractor on such contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or its surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no such responsibility because of any representation by any agent or employee.

11.4.11 Payment Claims when Payment Bond not Required.
When the value of the Contract between Owner and the Contractor is less than twenty-five thousand dollars ($25,000), claimants and their rights are governed by Texas Property Code, §53.231-239. These provisions set out the requirements for filing a valid lien on funds unpaid to the Contractor as of the time of filing the claim, actions necessary to release the lien and satisfaction of such claims.

11.4.12
Sureties shall be listed on the **Department of the Treasury's Listing of Approved Sureties** stating companies holding Certificates of Authority as acceptable sureties on Federal Bonds and acceptable reinsuring companies (Department Circular 570).

11.5 GENERAL REQUIREMENTS

11.5.1
Unless otherwise provided in the Contract Documents, all insurance coverage procured by the Contractor shall be provided by insurance companies having policy holder ratings no lower than "A" and financial ratings not lower than "VIII" in the Best's Insurance Guide, the latest edition in effect as of the date of the Contract, and subsequently in effect at the time of renewal of any policies required by the Contract Documents.

11.5.2
If the Owner is damaged by failure of the Contractor to purchase or maintain insurance required under this **Article 11**, then the Contractor shall bear all reasonable costs (including attorneys' fees and court and settlement expenses) properly attributable thereto.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1
If a portion of the Work is covered contrary to the Owner or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner or Architect, be uncovered for examination and be replaced at the Contractor's expense without change in the Contract Time. If prior to the date of Substantial Completion the Contractor, a Subcontractor, or anyone for whom either is responsible uses or damages any portion of the Work (other than start-up), including, without limitation, mechanical, electrical, plumbing, and other building systems, machinery, equipment, or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner.

12.1.2
If a portion of the Work has been covered that the Owner or Architect has not specifically requested to examine prior to its being covered, the Owner or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 CORRECTION OF WORK

12.2.1
The Contractor shall promptly correct Work rejected by the Owner or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

12.2.2 AFTER SUBSTANTIAL COMPLETION

.1 In addition to the Contractor's obligations under **Section 3.5**, if, within **one (1) year** after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under **Paragraph 9.9.1**, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may, without prejudice to any other remedies, correct it in accordance with **Section 2.4** or file a claim with the surety of any applicable warranty bond.

.2 The **one (1)-year** period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

12.2.3
The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

12.2.4
The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

12.2.5
Nothing contained in this **Section 12.2** shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the **one (1)-year** period for correction of Work as described in **Paragraph 12.2.2** relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of Williamson County, Texas.

13.2 SUCCESSORS AND ASSIGNS

The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents or by law, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

13.4.2

No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1
Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Contractor shall give the Owner and Architect timely notice of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

13.5.2
If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under **Paragraph 13.5.1**, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Architect of when and where tests and inspections are to be made so that the Owner and Architect may be present for such procedures.

13.5.3
If such procedures for testing, inspection or approval under **Paragraphs 13.5.1 and 13.5.2** reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense. The Contractor also agrees the cost of testing services related to remedial operations performed to correct deficiencies in the Work, shall be borne by the Contractor.

13.5.4
Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Architect.

13.5.5
If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

13.5.6
Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 INTEREST

The rate of interest that accrues on an overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect on September 1 is equal to the sum of:

13.6.1
one percent (1%); and

13.6.2
the prime rate as published in the Wall Street Journal on the **first (1st) day of July** of the preceding fiscal year that does not fall on a Saturday or Sunday pursuant to **Texas Government Code, §2251.025**.

13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the time limits provided by law. Nothing herein shall be construed as shortening the period of time Owner has for commencing claims to less than what is required by law.

13.8 APPLICATION TO SUBCONTRACTS

Any specific requirement in the Contract that the responsibilities or obligations of Contractor also apply to a Subcontractor is added for emphasis and are also hereby deemed to include a Subcontractor of any tier. The omission of a reference to a Subcontractor in connection with any of Contractor's responsibilities or obligations shall not be construed to diminish, abrogate or limit any responsibilities or obligations of a Subcontractor of any tier under the Contract Documents or the applicable subcontract.

13.9 GENERAL PROVISIONS

13.9.1
All personal pronouns used in the Contract, whether used in the masculine, feminine, or neuter gender, shall include all other genders; and the singular shall included the plural and vice versa. Titles of articles, sections, and paragraphs are for convenience only and neither limit nor amplify the provisions of the Contract. The use herein of the word "including," when following any general statement, term, or matter, shall not be construed to limit such statement, term, or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such words

as "without limitation," or "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

13.9.2

Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed servable.

13.10 NO ORAL WAIVER

The Provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by Owner. No person is authorized on behalf of Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by Owner, and shall not relieve Contractor of any other of the duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

13.11 TEXAS PUBLIC INFORMATION ACT

To the extent, if any, that any provision in the Contract Documents is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13.12 EQUAL OPPORTUNITY IN EMPLOYMENT

The Contractor agrees that during the performance of the Contract it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Parties will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the

following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1
The Contractor may terminate the Contract if the Work is stopped for a period of **ninety (90) consecutive days** through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in **Paragraph 9.4.1**, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Contract Documents.

14.1.2
The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in **Section 14.3** constitute in the aggregate more than **one hundred percent (100%)** of the total number of days scheduled for completion, or **one hundred twenty (120) days** in any **three hundred sixty-five (365)-day** period, whichever is less.

14.1.3
If one of the reasons described in **Paragraph 14.1.1 or 14.1.2** exists, the Contractor may, upon **thirty (30) business days** written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1
The Owner may terminate the Contract if the Contractor

.1 fails to commence the Work in accordance with the provisions of the Contract,

.2 fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Contract,

.3 fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay,

.4 fails to perform any of its obligations under the Contract,

.5 fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**,

.6 files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent,

.7 creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor, or

.8 has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Contract Documents.

14.2.2
When any of the above reasons exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to **Section 5.4**; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

14.2.3
When the Owner terminates the Contract for one of the reasons stated in **Paragraph 14.2.1**, the Contractor shall not be entitled to receive further payment until the Work is finished. In the event that a final decision under **Article 15**, below, is rendered that sufficient cause did not exist for termination under this **Section 14.2**, then the termination shall be considered a termination for convenience, under **Section 14.4**, below.

14.2.4
If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1
The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2
The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 14.3.1**. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.1
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.4.2
Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.4.3
Upon such termination, the Contractor shall recover the amounts provided in **Paragraph 12.1.3** of the Contract.

ARTICLE 15
CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.1 DEFINITION
A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

15.1.2 NOTICE OF CLAIMS
Claims for events arising during the performance of the Work by Contractor must be initiated by written notice to the other party with a copy sent to the Owner; provided, however, that the claimant shall use its best efforts to furnish the other party, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, once such claim is recognized, and shall take steps to mitigate the alleged or potential damages, delay, or other adverse consequences arising out of the condition that is the cause of such a Claim. Claims by Contractor must be initiated within **ten (10) business days** after occurrence of the event giving rise to such Claim or within **ten (10) business days** after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this **Paragraph 15.1.2**. Any notice of Claim or reservation of Claim must clearly identify the

alleged cause and the nature of the Claim and include data and information available to the claimant that will facilitate prompt verification and evaluation of the Claim.

15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in **Section 9.7** and **Article 14**, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the Contract Documents.

15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under **Section 10.4**.

15.1.5 CLAIMS FOR ADDITIONAL TIME

.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

15.2 MEDIATION

15.2.1

Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived shall be subject to mediation as a condition precedent to seeking redress in a court of competent jurisdiction.

15.2.2

The parties shall endeavor to resolve their Claims by mediation, which shall consist of a single mediator who is knowledgeable about the subject matter of the Contract. A request for mediation shall be made in writing, delivered to the other party to the Contract.

15.2.3

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15.2.4

All disputes not resolved through mediation shall be decided in litigation in Williamson County, Texas.

15.2.5 NO WAIVER OF IMMUNITY

Nothing in the Contract Documents shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

Commissioners Court - Regular Session **78.**

Meeting Date: 10/19/2021

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	09/22/2021 08:11 AM
Form Started By: Vicky Edwards		Started On: 09/21/2021 02:51 PM
Final Approval Date: 09/22/2021		

Commissioners Court - Regular Session **79.**

Meeting Date: 10/19/2021

October 2021 Construction Summary Report

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the October 2021 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

202110 Monthly Update

October 2021 Monthly CSR

Form Review

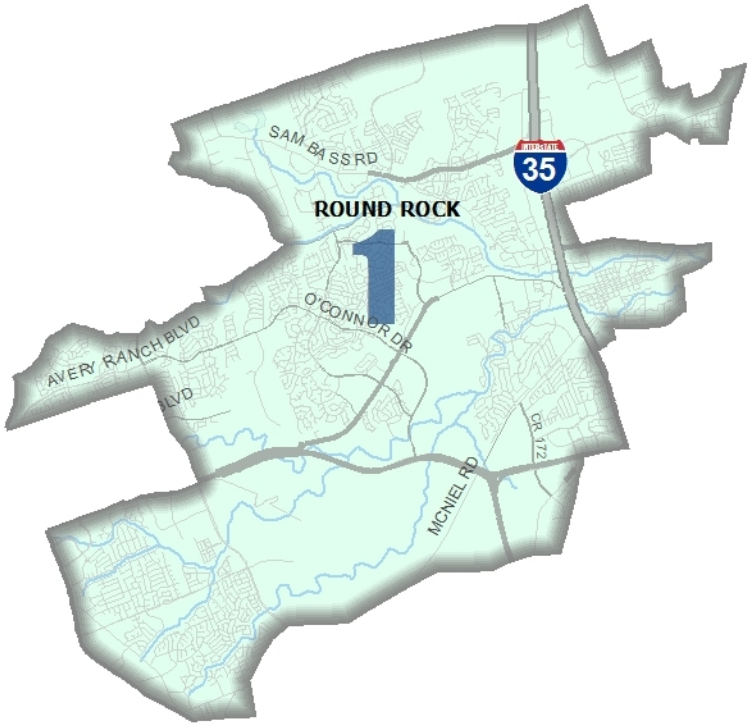
Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:58 AM
Form Started By: Mayra Ramos		Started On: 10/13/2021 12:25 PM
Final Approval Date: 10/14/2021		

Williamson County Commissioners Court

Road Bond Program

October 19, 2021

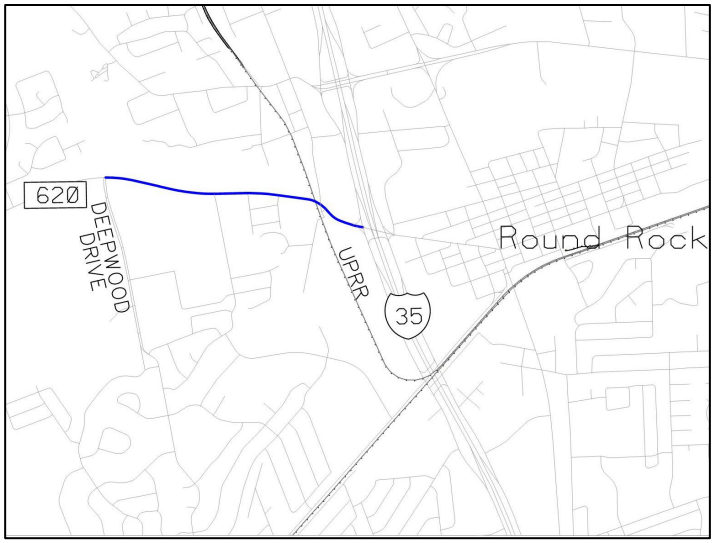
Precinct 1


SAM BASS RD
35
ROUND ROCK
1
O'CONNOR DR
AVERY RANCH BLVD
MCNIEL RD
CR 172

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

Anticipated Completion

Summer 2022



Partnership with TxDOT and the City of Round Rock

Original Contract Amount = $27,468,703.67

Construction is managed by TxDOT

RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

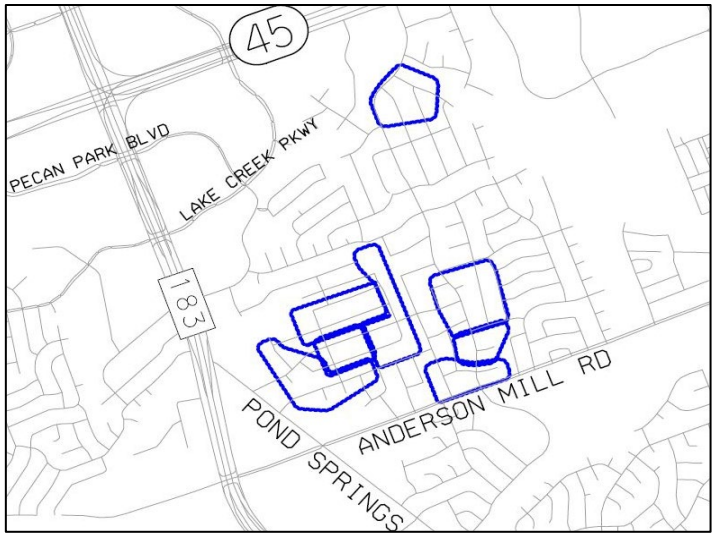
RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)

RM 620 at Railroad / Chisholm Trail
(IH 35 Frontage Road to Deep Wood Drive)

Forest North Phase 3
Drainage Improvements

Anticipated Completion

Early 2022



Original Contract Price = $4,793,058.15

Total Change Orders to Date = $87,744.37

Adjusted Contract Price = $4,880,802.52

Expenditures to Date = $3,787,788.99 (78%)

Forest North Phase 3
Drainage Improvements

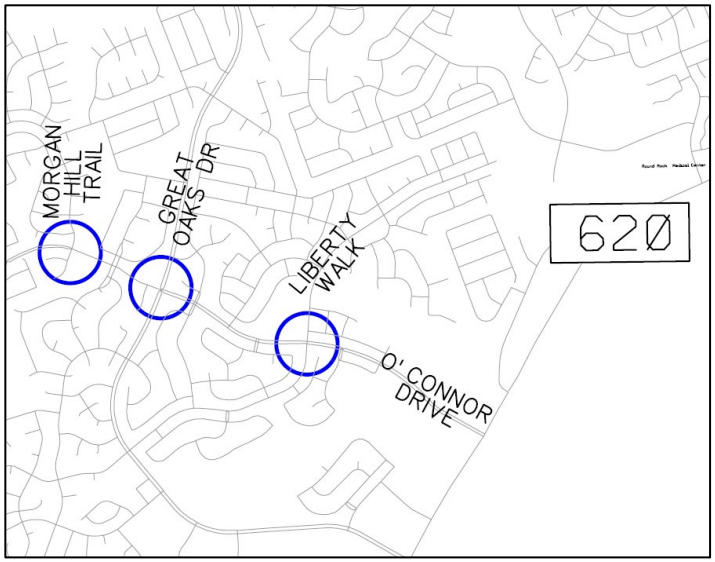
Forest North Phase 3
Drainage Improvements

Forest North Phase 3
Drainage Improvements

O'Connor Traffic Signals (Morgan Hill Trail, Liberty Walk, Great Oaks)

Anticipated Completion

Fall 2021



Original Contract Price = $853,503.50

Total Change Orders to Date = $168,601.88

Adjusted Contract Price = $1,022,105.38

Expenditures to Date = $923,502.51 (90%)

O’Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)

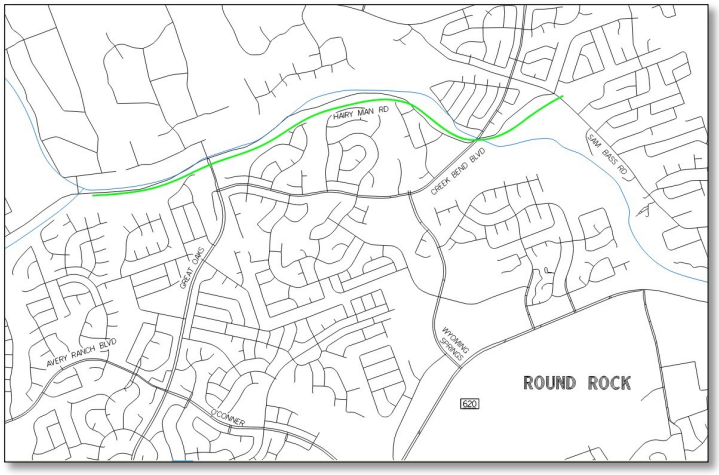
O’Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)

O’Connor Traffic Signals
(Morgan Hill Trail, Liberty Walk, Great Oaks)

Hairy Man Road / Brushy Creek Road Safety Improvements

Anticipated Completion

Fall 2021



Original Contract Price = $3,964,380.00

Total Change Orders to Date = $9,904.00

Adjusted Contract Price = $3,974,284.00

Expenditures to Date = $3,121,917.92 (79%)

Hairy Man Road / Brushy Creek Road Safety Improvements

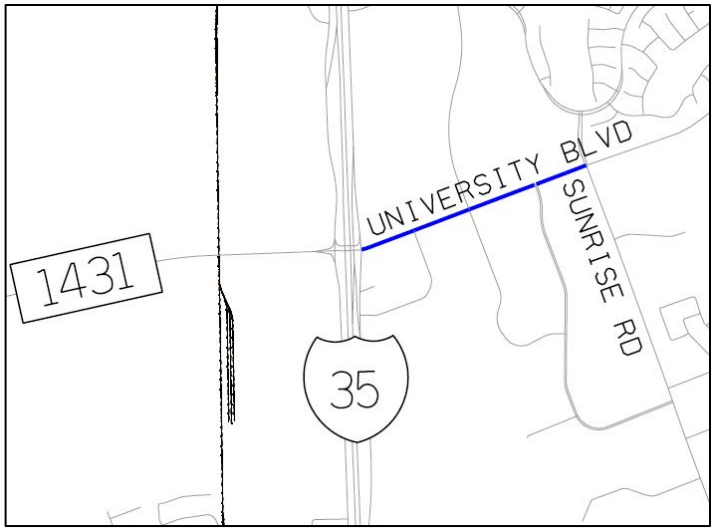
Hairy Man Road / Brushy Creek Road Safety Improvements

Hairy Man Road / Brushy Creek Road Safety Improvements

University Boulevard Widening (IH 35 to Sunrise Road)

Anticipated Completion

Early 2022



Partnership with the City of Round Rock

Original Contract Amount = $12,135,410.45

Construction is managed by the City of Round Rock

University Boulevard Widening (IH 35 to Sunrise Road)

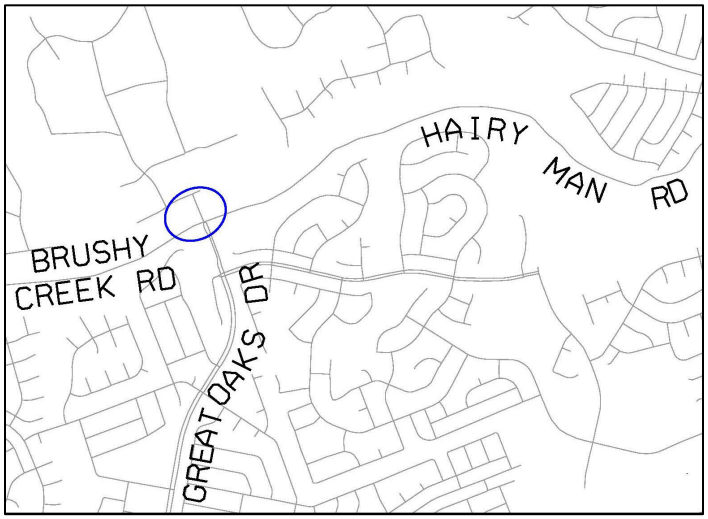
University Boulevard Widening
(IH 35 to Sunrise Road)

University Boulevard Widening (IH 35 to Sunrise Road)

Great Oaks Bridge at Brushy Creek

Anticipated Completion

Early 2023



Original Contract Price = $10,580,634.11

Total Change Orders to Date = $0

Adjusted Contract Price = $0

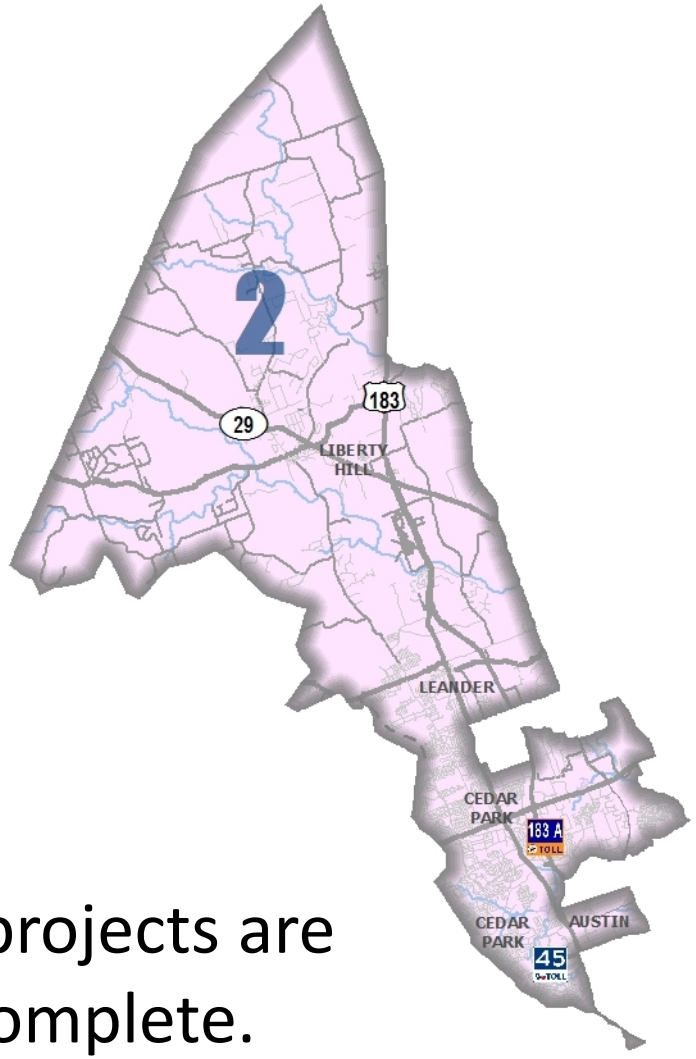
Expenditures to Date = $0 (0%)

Great Oaks Bridge at Brushy Creek

Great Oaks Bridge at Brushy Creek

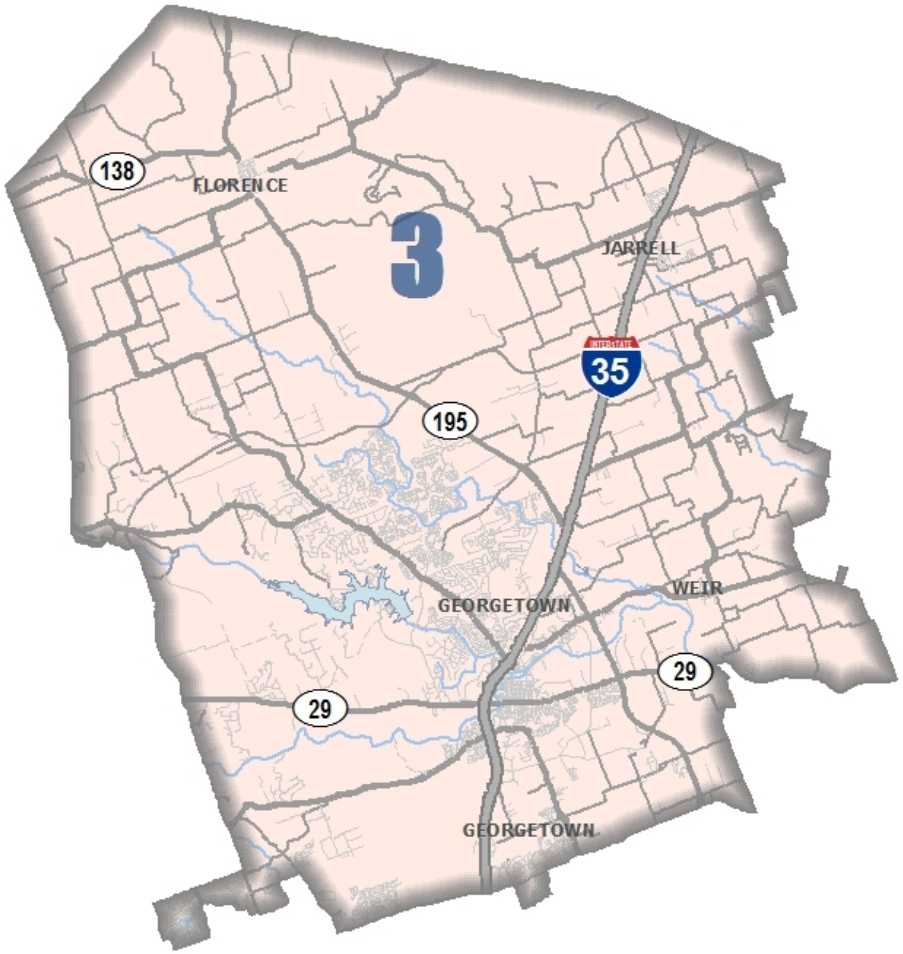
Great Oaks Bridge at Brushy Creek

Precinct 2



All construction projects are substantially complete.

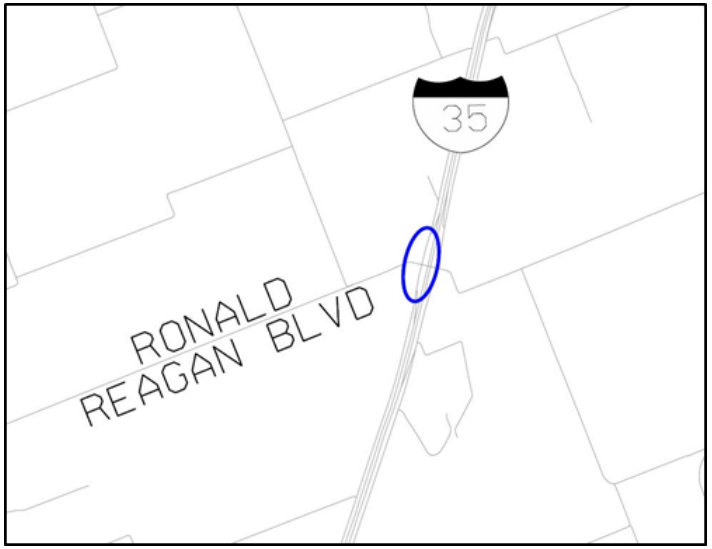
Precinct 3


138
FLORENCE
3
JARRELL
35
195
GEORGETOWN
WEIR
29
29
GEORGETOWN

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Anticipated Completion

Fall 2021



Partnership TxDOT

Original Contract Amount = $15,048,229.93

Construction is managed by TxDOT

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

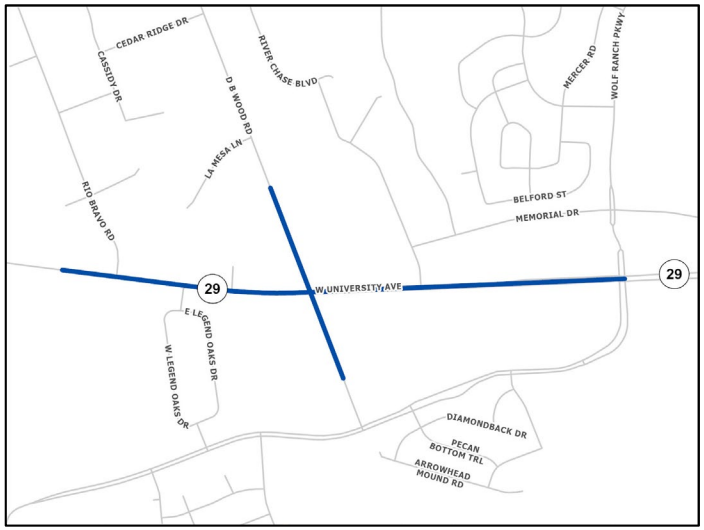
Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

Ronald Reagan Boulevard at IH 35 (Bridge Replacement)

SH 29
(DB Woods Intersection)

Anticipated Completion

Fall 2022



Partnership TxDOT

Original Contract Amount = $5,548,287.93

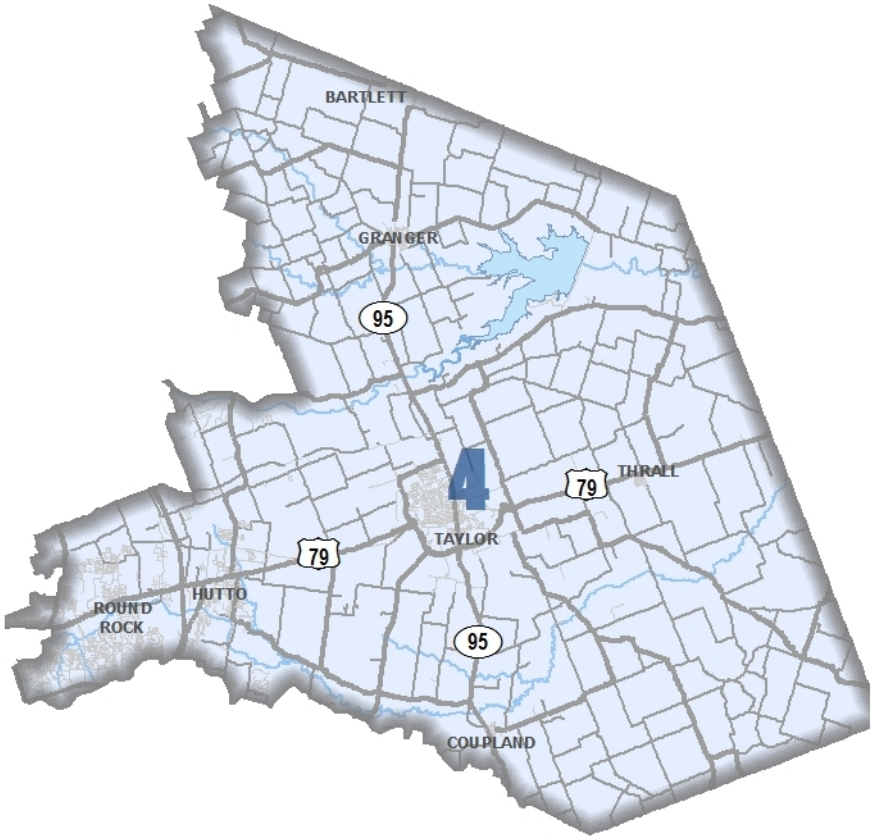
Construction is managed by TxDOT

SH 29
(DB Woods Intersection)

SH 29
(DB Woods Intersection)

SH 29
(DB Woods Intersection)

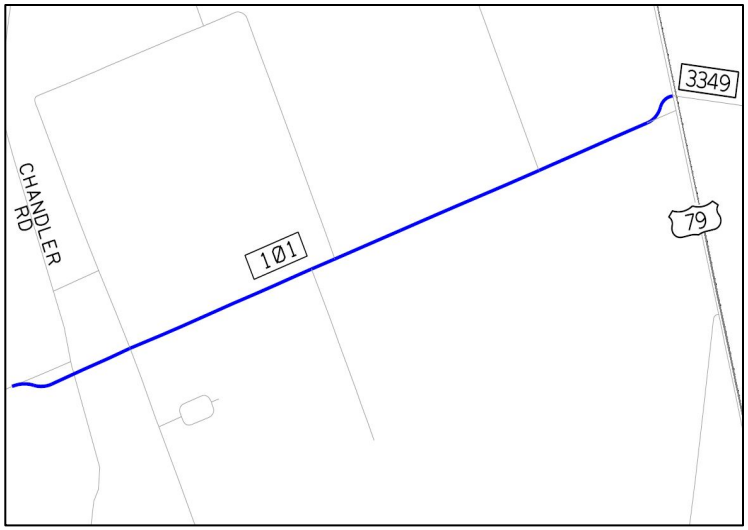
Precinct 4


BARTLETT
GRANGER
95
4
79
THRALL
TAYLOR
79
HUTTO
ROUND ROCK
95
COUPLAND

CR 101
(US 79 to North of Chandler Road)

Anticipated Completion

Fall 2021



Original Contract Amount = $13,092,842.00

Total Change Orders = $-58,067.26

Adjusted Contract Price = $13,034,774.74

Expenditures to Date = $9,315,671.01 (71%)

CR 101
(US 79 to North of Chandler Road)

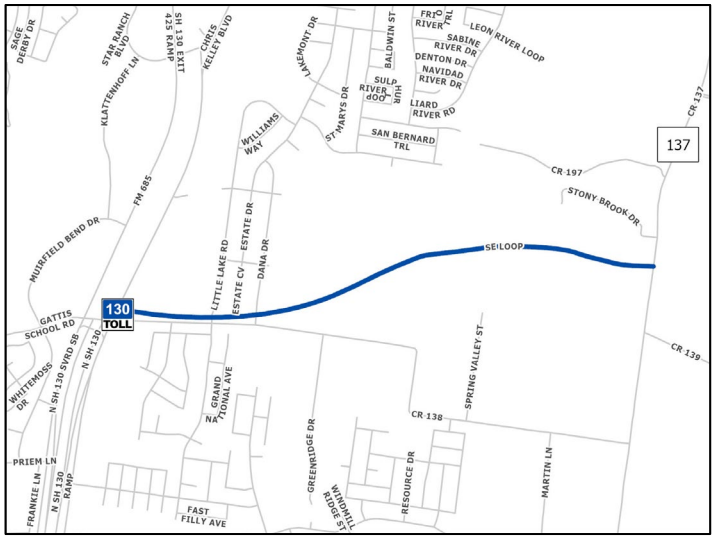
CR 101
(US 79 to North of Chandler Road)

CR 101
(US 79 to North of Chandler Road)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Anticipated Completion

Spring 2023



Original Contract Amount = $11,526,789.09

Total Change Orders = $148,710.35

Adjusted Contract Price = $11,675,499.44

Expenditures to Date = $1,181,291.65 (10%)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

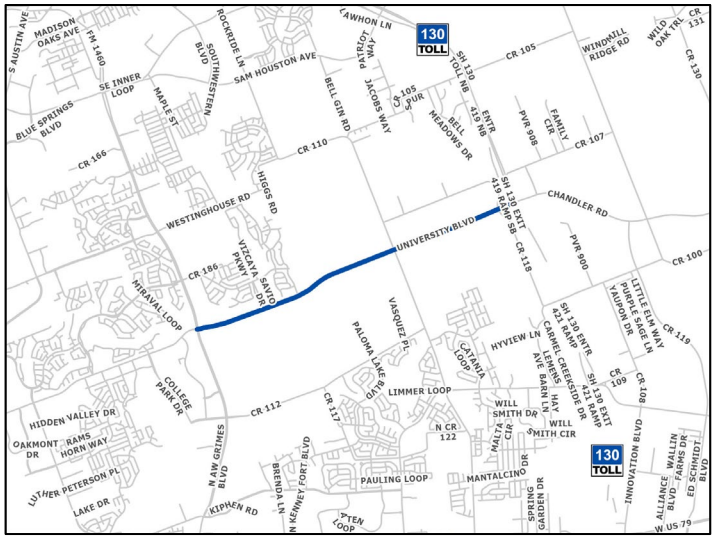
Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

Southeast Loop Segment 1, Phase 1 (Corridor E1) (CR 138 to CR 137)

University Boulevard Expansion (Chandler Road)

Anticipated Completion

Spring 2022



Partnership with the City of Round Rock

Original Contract Amount = $11,104,890.49

Construction is managed by the City of Round Rock

University Boulevard Expansion (Chandler Road)

University Boulevard Expansion (Chandler Road)

University Boulevard Expansion (Chandler Road)

ROAD BOND PROGRAM

Construction Summary Report

WILLIAMSON COUNTY
1848

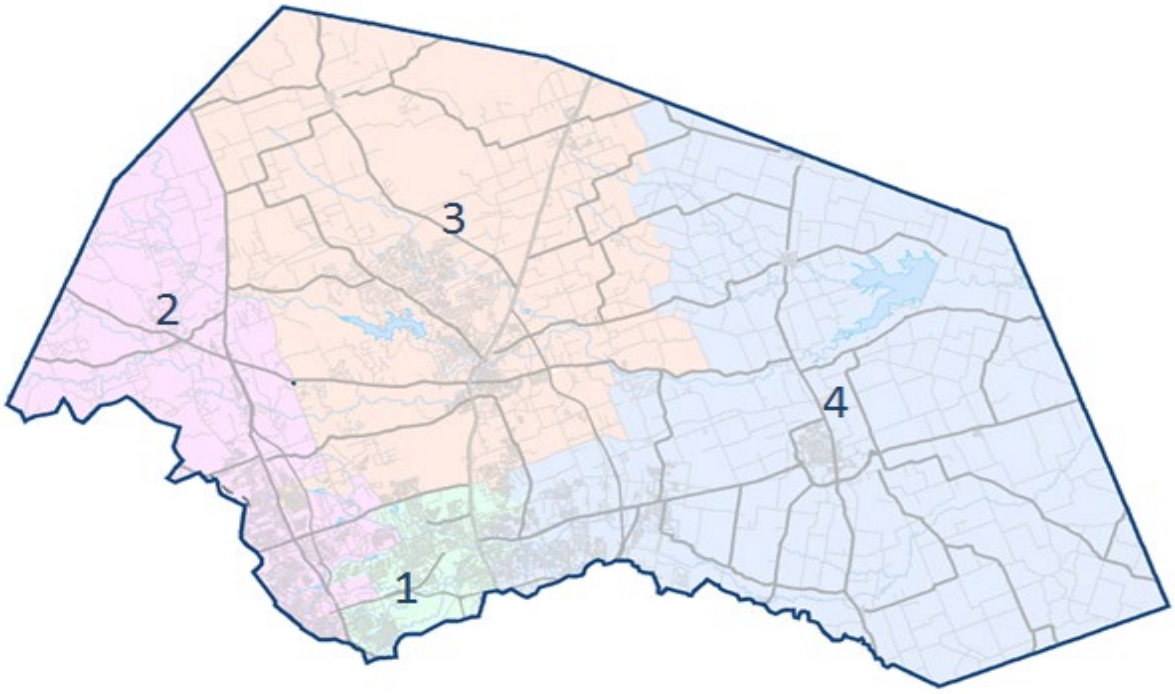
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

October 2021

WWW.ROADBOND.ORG

Volume XX - Issue No.10



Presented By: HNTB

Table of Contents

Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 5

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive) 8

Forest North Drainage Improvements Phase 3 10

O'Connor Traffic Signals (Morgan Hill, Liberty Walk, Great Oaks) 12

Corridor H - Sam Bass Interim Traffic Signals 14

Hairy Man Road / Brushy Creek Road Safety Improvements 15

PRECINCT No. 2 – Commissioner Cynthia Long 17

Seward Junction (SH 29 to CR 266 & CR 266 south of CR 259 to SH 29) 20

PRECINCT No. 3 – Commissioner Valerie Covey 22

CR 176 at RM 2243 (RM 2243 at Parkside Parkway) 25

Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections 26

PRECINCT No. 4 – Commissioner Russ Boles 27

CR 110 Middle (Limmer Loop to CR 107) 30

CR 101 (US 79 to north of Chandler Road) 32

Southeast Loop Segment 1, Phase 1 34

Great Oaks Drive Bridge at Brushy Creek 36

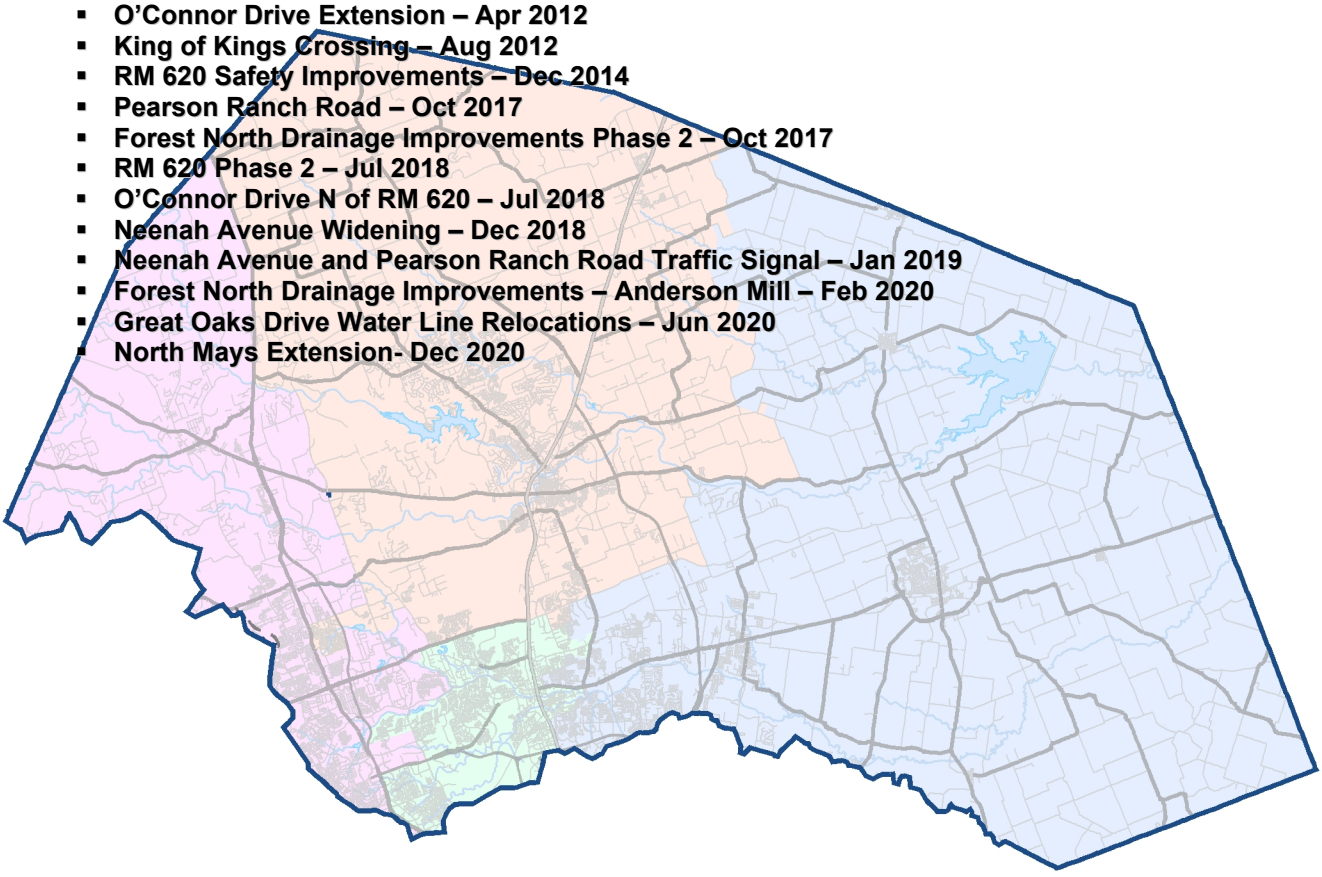
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2021

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Pearson Ranch Road – Oct 2017**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **RM 620 Phase 2 – Jul 2018**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Neenah Avenue and Pearson Ranch Road Traffic Signal – Jan 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **Great Oaks Drive Water Line Relocations – Jun 2020**
- **North Mays Extension- Dec 2020**



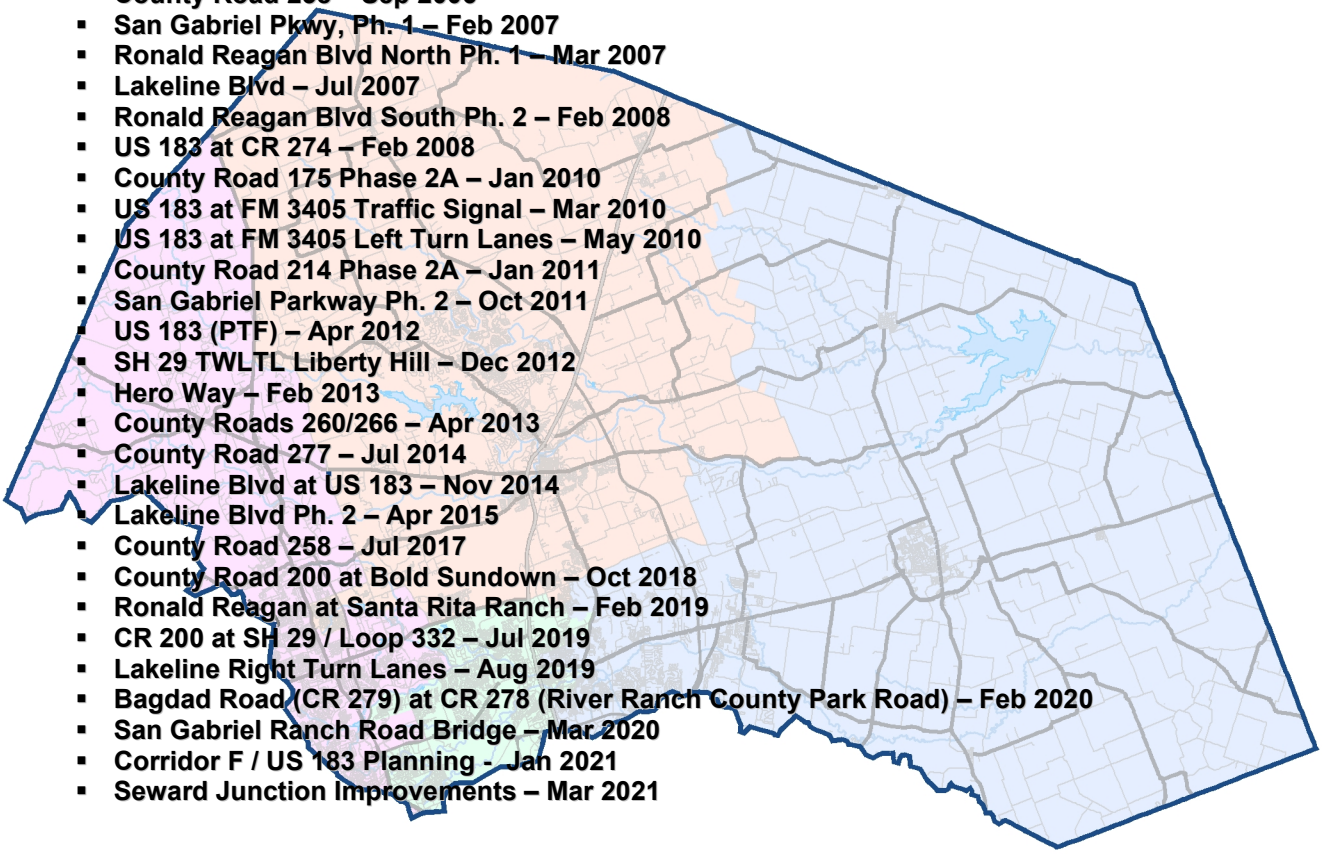
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2021

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**



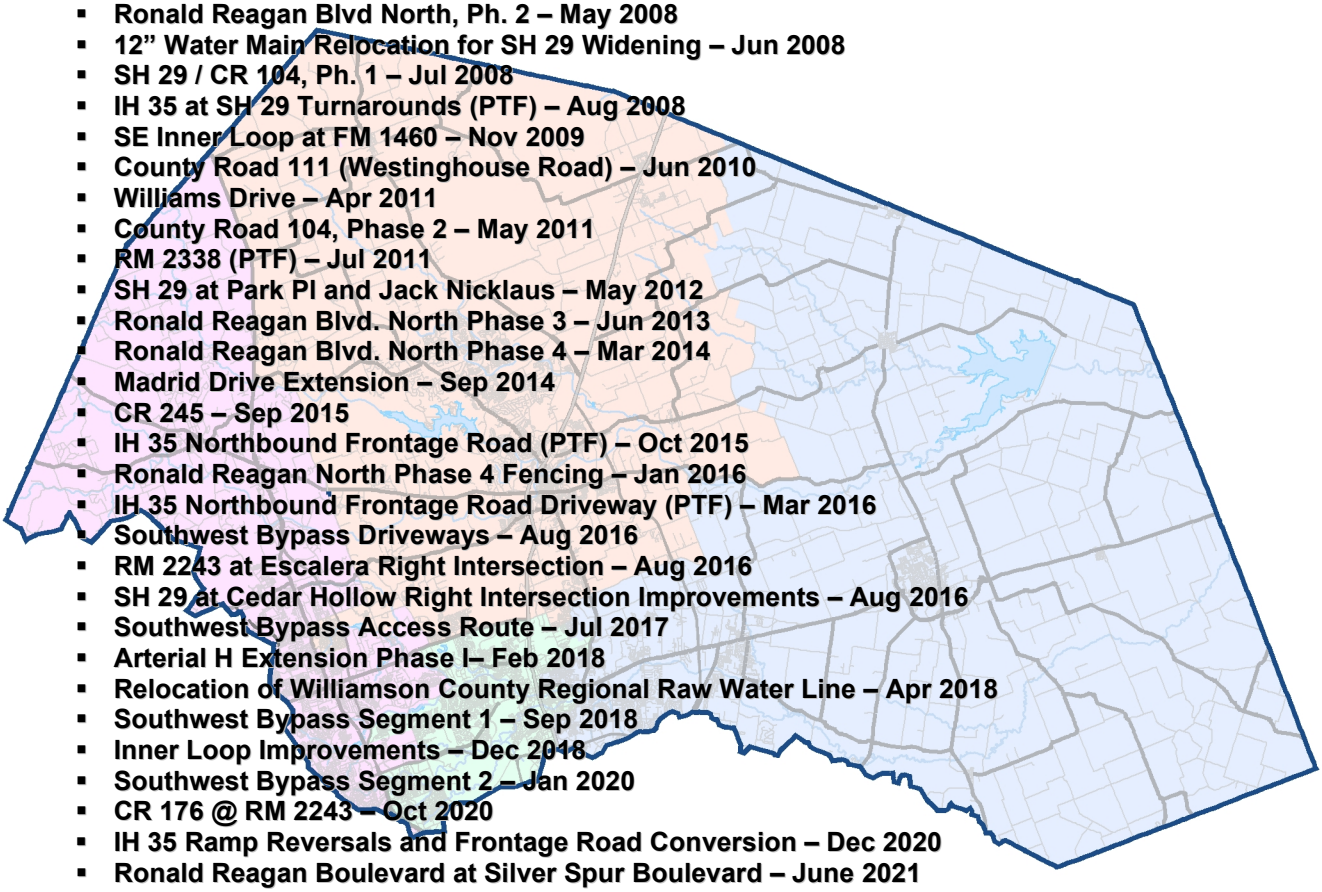
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2021

Precinct 3

- Cedar Hollow at SH 29 (signal) – Aug 2002
- Georgetown Inner Loop Project 2 – Aug 2003
- Georgetown Inner Loop Project 1 – Jun 2004
- Georgetown Inner Loop East Extension – Sep 2004
- County Road 152 Bridge Replacement – Sep 2004
- Inner Loop East (CR 151 to Bus 35) – Oct 2005
- Ronald Reagan Blvd North, Ph. 2 – May 2008
- 12" Water Main Relocation for SH 29 Widening – Jun 2008
- SH 29 / CR 104, Ph. 1 – Jul 2008
- IH 35 at SH 29 Turnarounds (PTF) – Aug 2008
- SE Inner Loop at FM 1460 – Nov 2009
- County Road 111 (Westinghouse Road) – Jun 2010
- Williams Drive – Apr 2011
- County Road 104, Phase 2 – May 2011
- RM 2338 (PTF) – Jul 2011
- SH 29 at Park Pl and Jack Nicklaus – May 2012
- Ronald Reagan Blvd. North Phase 3 – Jun 2013
- Ronald Reagan Blvd. North Phase 4 – Mar 2014
- Madrid Drive Extension – Sep 2014
- CR 245 – Sep 2015
- IH 35 Northbound Frontage Road (PTF) – Oct 2015
- Ronald Reagan North Phase 4 Fencing – Jan 2016
- IH 35 Northbound Frontage Road Driveway (PTF) – Mar 2016
- Southwest Bypass Driveways – Aug 2016
- RM 2243 at Escalera Right Intersection – Aug 2016
- SH 29 at Cedar Hollow Right Intersection Improvements – Aug 2016
- Southwest Bypass Access Route – Jul 2017
- Arterial H Extension Phase I– Feb 2018
- Relocation of Williamson County Regional Raw Water Line – Apr 2018
- Southwest Bypass Segment 1 – Sep 2018
- Inner Loop Improvements – Dec 2018
- Southwest Bypass Segment 2 – Jan 2020
- CR 176 @ RM 2243 – Oct 2020
- IH 35 Ramp Reversals and Frontage Road Conversion – Dec 2020
- Ronald Reagan Boulevard at Silver Spur Boulevard – June 2021
- Ronald Reagan Boulevard at Sun City – June 2021



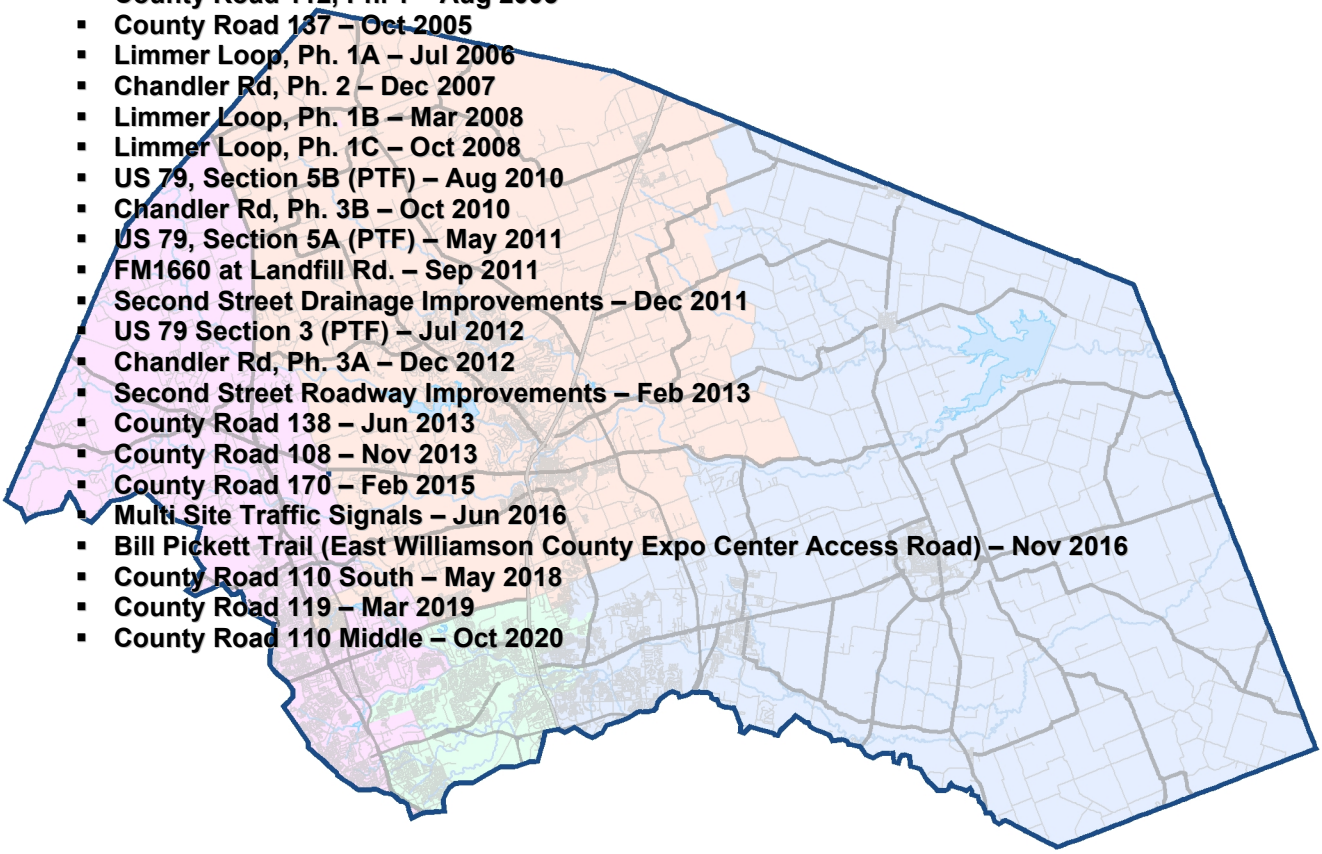
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

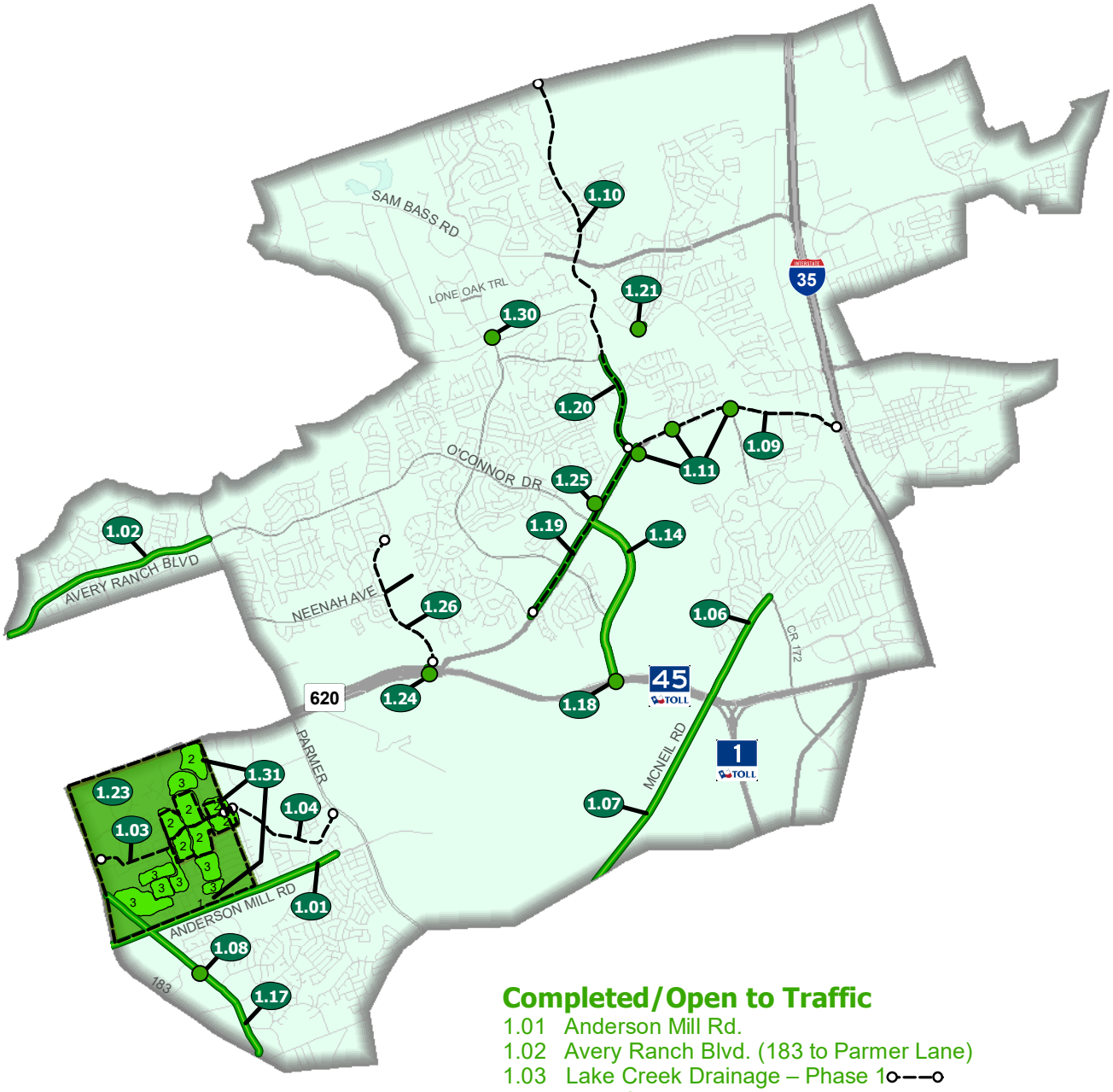
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF SEPTEMBER 2021

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**



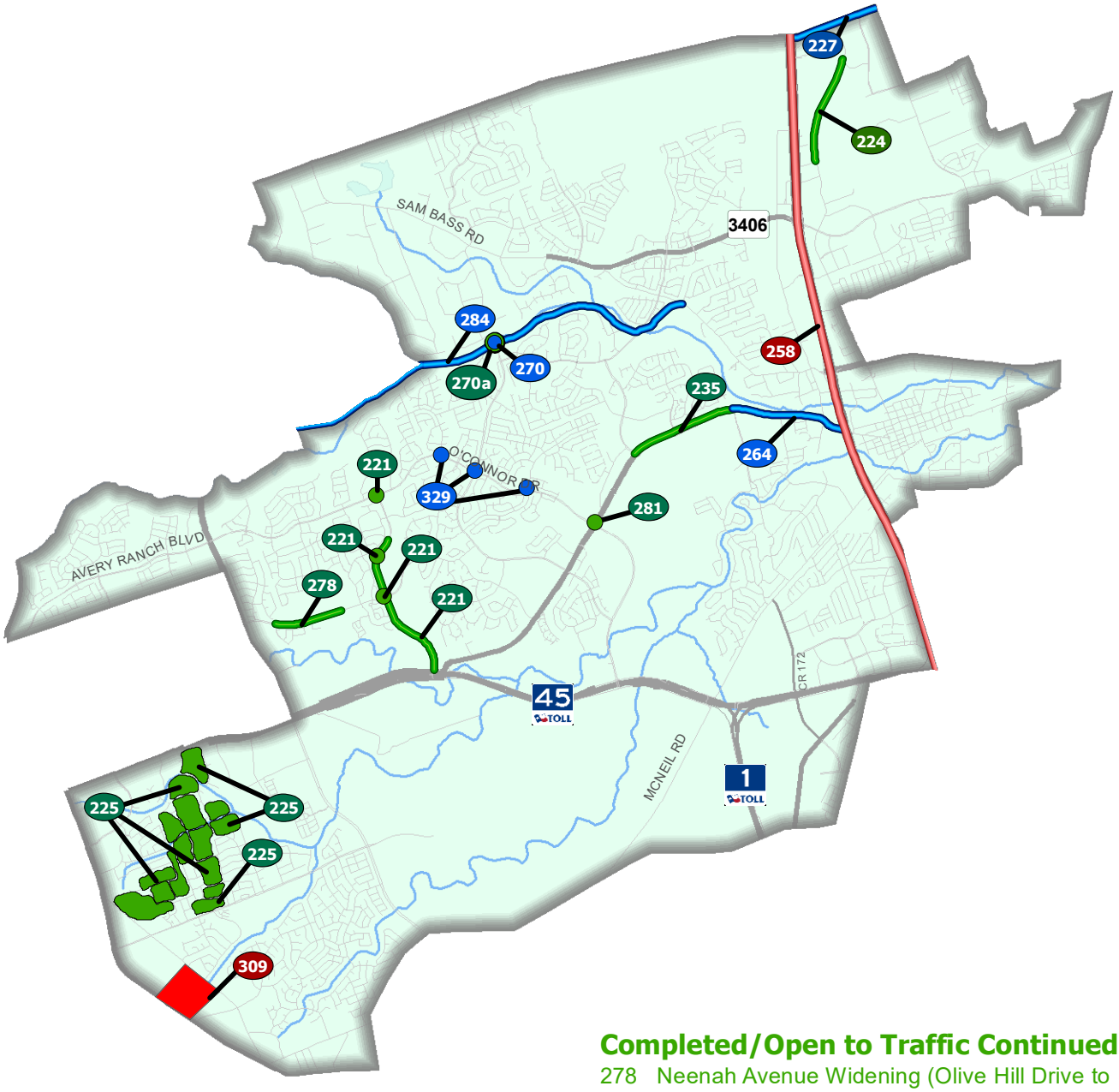
2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study - Phase 1
1.25 King of Kings Crossing
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.30 Great Oaks at Brushy Creek (design)
1.31 Forest North Drainage Improvements - Phase 2 (design)
1.31 Forest North Drainage Improvements - Phase 3 (design)

2013 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Completed/Open to Traffic

221 Pearson Ranch Road
221 Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221 Pearson Ranch Road and Iveans Way Pedestrian Crossing
221 Neenah Avenue and Pearson Ranch Road Traffic Signal
224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225 Forest North Drainage Improvements Phase 2
225 Forest North Drainage Improvements Phase 3 (Design)
225 Forest North Drainage Improvements Anderson Mill Zone
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
270a Great Oaks Drive Waterline Relocations

Completed/Open to Traffic Continued.

278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620

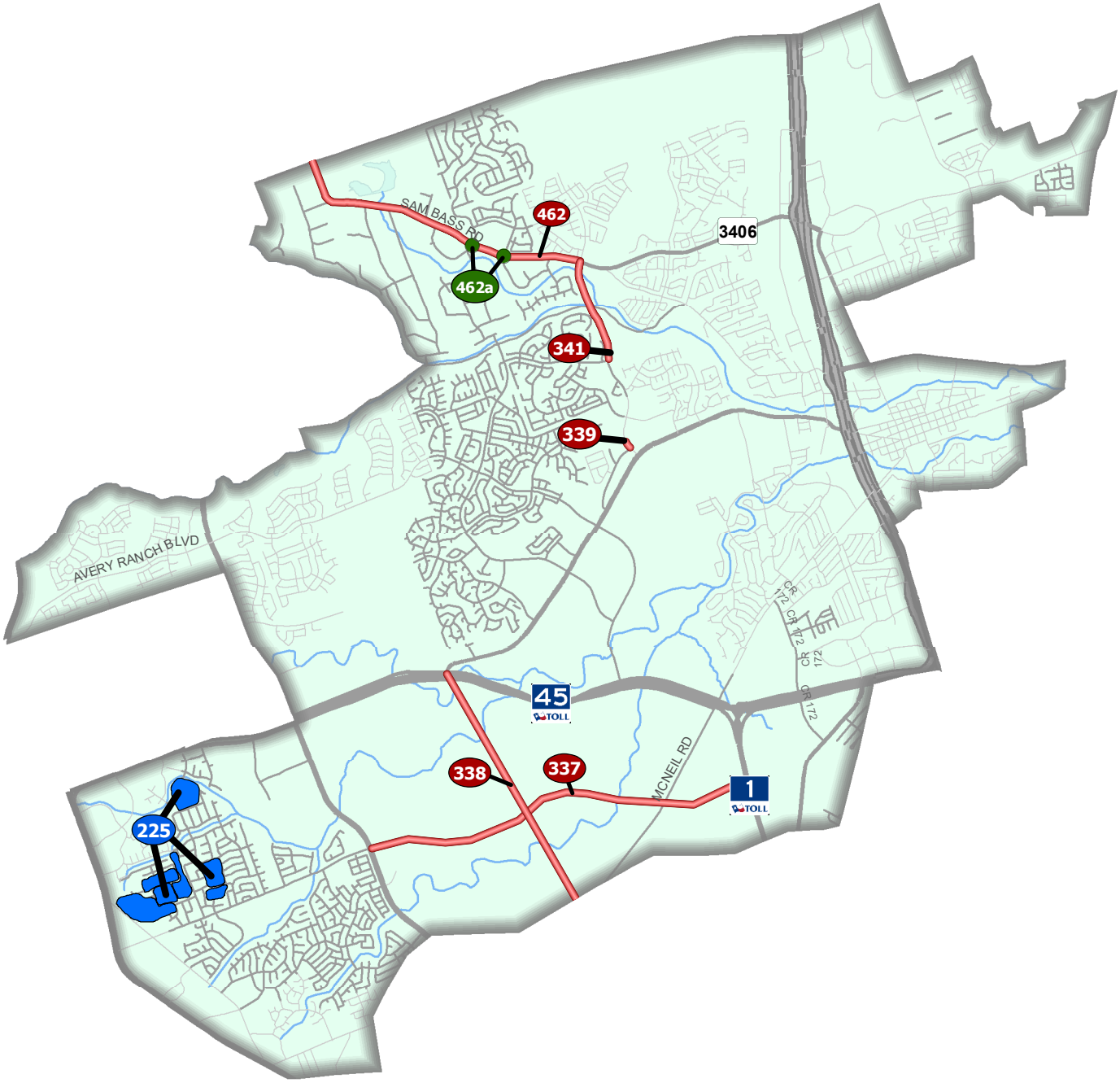
Under Construction/Bidding

227 University Boulevard Widening (IH 35 to Sunrise Road)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)

In Design

258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
309 Pond Springs Road Area Drainage Improvements (Pond Springs Road to US 183)

2019 Road Bond Program Projects
Precinct 1 - Commissioner Cook



Under Construction/Bidding

225 Forest North Drainage Improvements Phase 3

Completed/Open to Traffic

462a Corridor H/S am Bass Road Interim Traffic Signals

In Design

337 Anderson Mill Road (FM734-Loop1)
338 RM 620/SH 45 intersection to McNeil Road
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

North Mays Street Extension Phase 1 (Paloma Drive to Oakmont Drive)
Project No. 1810-265 Original Contract Price = $10,775,835.75

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/28/2019	1/31/2019	4	$523,139.40	$523,139.40	$58,126.60	$58,126.60	5	1
2	2/1/2019	2/28/2019	28	$2,584.80	$525,724.20	$287.20	$58,413.80	5	5
3	3/1/2019	4/30/2019	61	$102,281.40	$628,005.60	$11,364.60	$69,778.40	6	13
4	5/1/2019	5/31/2019	31	$593,318.74	$1,221,324.34	$65,924.30	$135,702.70	12	18
5	6/1/2019	6/30/2019	30	$188,661.93	$1,409,986.27	$20,962.44	$156,665.14	14	22
6	7/1/2019	7/31/2019	31	$590,007.31	$1,999,993.58	$65,556.37	$222,221.51	19	27
7	8/1/2019	8/31/2019	31	$628,396.35	$2,628,389.93	$69,821.82	$292,043.33	26	31
8	9/1/2019	9/30/2019	30	$2,393,911.61	$5,022,301.54	$265,990.17	$558,033.50	49	36
9	10/1/2019	10/31/2019	31	$724,961.48	$5,747,263.02	$80,551.28	$638,584.78	56	40
10	11/1/2019	11/30/2019	30	$378,890.89	$6,126,153.91	$42,098.99	$680,683.77	59	45
11	12/1/2019	12/31/2019	31	$341,316.16	$6,467,470.07	$37,924.02	$718,607.79	63	49
12	1/1/2020	1/31/2020	31	$258,548.22	$6,726,018.29	$28,727.58	$747,335.37	65	54
13	2/1/2020	2/29/2020	29	$191,886.33	$6,917,904.62	$21,320.70	$768,656.07	67	58
14	3/1/2020	3/31/2020	31	$176,371.44	$7,094,276.06	$19,596.83	$788,252.90	69	62
15	4/1/2020	4/30/2020	30	$395,476.16	$7,489,752.22	$43,941.79	$832,194.69	73	67
16	5/1/2020	5/31/2020	31	$277,797.27	$7,767,549.49	$30,866.36	$863,061.05	75	71
17	6/1/2020	6/30/2020	30	$385,340.38	$8,152,889.87	$42,815.60	$905,876.65	79	75
18	7/1/2020	7/31/2020	31	$418,604.43	$8,571,494.30	$46,511.61	$952,388.26	83	80
19	8/1/2020	8/31/2020	31	$202,731.51	$8,774,225.81	$22,525.72	$974,913.98	85	84
20	9/1/2020	9/30/2020	30	$117,670.32	$8,891,896.13	$13,074.48	$987,988.46	86	89
21	10/1/2020	10/31/2020	31	$305,827.52	$9,197,723.65	$33,980.83	$1,021,969.29	89	93
22	11/1/2020	11/30/2020	30	$190,635.28	$9,388,358.93	$21,181.70	$1,043,150.99	91	98
23	12/1/2020	12/31/2020	16	$338,985.41	$9,727,344.34	$37,665.05	$1,080,816.04	94	100
24	1/1/2021	2/28/2021	0	$165,603.43	$9,892,947.77	$18,400.38	$1,099,216.42	96	100
25	3/1/2021	5/31/2021	0	$1,535,933.64	$11,428,881.41	-$1,099,216.42	$0.00	100	100

5/13/2021 Comments - Awaiting grass growth.
1/28/2021 Comments - Substantial Completion was achieved on December 16, 2020.

Change Order Number	Approved	Cost This CO	Total COs
01	5/5/2020	$0.00	$0.00

4B: Third Party Accommodation. Third party requested work. This Change Order modifies the contract to require that Chandler Creek, LP, a Delaware limited partnership (collectively referred to as "Seller") be an additional insured to Capital Excavation's (Contractor) commercial general liability (CGL) insurance policy and to their commercial auto liability (Auto Liability) insurance policy. Adding the Seller to the Contractor's insurance was in the terms and conditions of the Real Estate Contract between the Chandler Creek, LP and Williamson County. The Real Estate Contract was finalized after the plans were completed.

Change Order Number	Approved	Cost This CO	Total COs
02	5/5/2020	$24,898.11	$ 24,898.11

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for modifications to Driveway #1 that include raising the elevation of the driveway to match the current driveway, improving the driveway by adding 6" of flex base to the pavement section, and using higher strength concrete. The driveway elevation was maintained to minimize the impact of flooding on the driveway access. The improvements were necessary due to the high volume of heavy truck and trailer traffic that uses the driveway.

Change Order Number	Approved	Cost This CO	Total COs
03	10/6/2020	$67,872.45	$ 92,770.56

3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for adding electronic portable changeable message boards to provide advance notification of the closure of North Mays, from Jeffery Way to Paloma Drive. The Change Order also adds compensation for the removal of the City of Round Rock Public Safety Training Center sign. Electrical ground boxes and installation of illumination on the Chandler Branch bridge will be added at the request of Oncor.

Change Order Number	Approved	Cost This CO	Total COs
04	10/6/2020	$21,002.40	$ 113,772.96

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a 24” encasement to the relocation of the new City of Round Rock 12” Water Line A that crosses the roadway at the north end of the project. The installation of the water line was included in the plans, but the encasement was not. The encasement is required to protect the water line under the roadway.

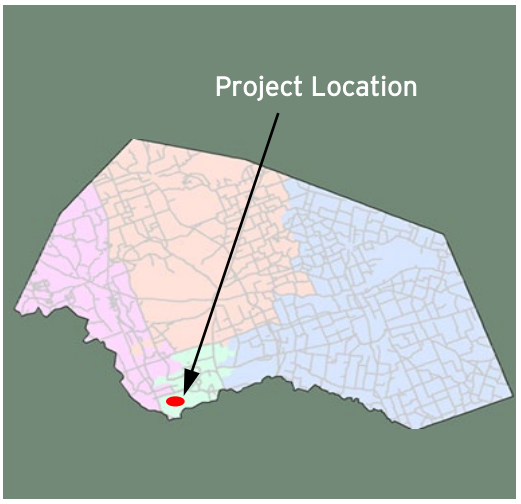
Change Order Number	Approved	Cost This CO	Total COs
05	2/23/2021	$194,528.81	$ 308,301.77

2G: Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including the additional cost of hauling embankment material due to delays in the relocation of existing utilities. 3F: Additional work desired by the County. Pay items were added for electronic changeable message boards that have been used during road closures at the south end of the project, a driveway on North Mays Street north of the City of Round Rock Public Safety Training Center, and traffic control devices that were added at the northbound lane drop transition at the north end of the project. 2E: Differing Site Conditions (unforeseeable). This Change Order also includes adjustment of existing water valve risers, a manhole in the North Mays Street and Paloma Drive intersection, and a wall along the sidewalk in front of the City of Round Rock Public Safety Training Center.

Change Order Number	Approved	Cost This CO	Total COs
6	3/23/2021	$364,733.96	$ 673,035.73

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Adjusted Price = $11,448,871.48



Forest North Phase 3

(Residential Drainage of the Forest North subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: June 2020 - February 2022
Estimated Construction Cost: $4.9 Million

September 2021 IN REVIEW

09/03/2021: DeNucci Contractors continued installing the COA water line on Eddystone Street and Brightside Street in the Shasta Zone. DeNucci also continued excavating and placing topsoil in ditches on Newberry Drive in the Woodvale Zone and Newberry Zone.

09/10/2021: DeNucci Contractors finished installing the COA water line on Eddystone Street and Brightside Street. Crews began hydro-mulching and installing soil retention blankets on Woodvale Zone and Shady Oaks Drive in the Newberry Zone and part of Springvale Drive in the Shady Oaks Zone.

09/17/2021: DeNucci completed placing the soil retention blankets on the hydro-mulched areas in the Woodvale Zone, Newberry Zone and the Shady Oaks Zone. Subcontractor Fuquay completed hydro-mulching on Newberry Drive in the Woodvale Zone, Shady Oaks Drive and Parkland Drive in the Newberry Zone and part of Springvale Drive in the Shady Oaks Zone.

09/24/2021: Subcontractor Capital Tree Experts continued clearing the right of way on Eddystone Street in the Shasta Zone.

Design Engineer: K. Friese & Associates
Contractor: DeNucci Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

HNTB

Forest North Phase 3
Project No. 3866

Original Contract Price = $4,793,058.15

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
4/23/2020	5/5/2020	6/1/2020	6/11/2020			600	2	602

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/11/2020	6/30/2020	20	$162,371.70	$162,371.70	$18,041.30	$18,041.30	4	3
2	7/1/2020	7/31/2020	31	$312,289.20	$474,660.90	$34,698.80	$52,740.10	11	8
3	8/1/2020	8/31/2020	31	$290,125.80	$764,786.70	$32,236.20	$84,976.30	17	14
4	9/1/2020	9/30/2020	30	$287,032.05	$1,051,818.75	$31,892.45	$116,868.75	24	19
5	10/1/2020	10/31/2020	31	$468,464.76	$1,520,283.51	$52,051.64	$168,920.39	35	24
6	11/1/2020	11/30/2020	30	$206,112.42	$1,726,395.93	$22,901.38	$191,821.77	39	29
7	12/1/2020	12/31/2020	31	$311,530.68	$2,037,926.61	$34,614.52	$226,436.29	46	34
8	1/1/2021	1/31/2021	31	$169,934.92	$2,207,861.53	$18,881.66	$245,317.95	50	39
9	2/1/2021	2/28/2021	28	$206,865.00	$2,414,726.53	$22,985.00	$268,302.95	55	44
10	3/1/2021	3/31/2021	31	$214,908.30	$2,629,634.83	$23,878.70	$292,181.65	60	49
11	4/1/2021	4/30/2021	30	$109,026.67	$2,738,661.50	$12,114.07	$304,295.72	62	54
12	5/1/2021	5/31/2021	31	$51,380.93	$2,790,042.43	$5,708.99	$310,004.71	64	59
13	6/1/2021	6/30/2021	30	$132,931.80	$2,922,974.23	$14,770.20	$324,774.91	67	64
14	7/1/2021	7/31/2021	31	$187,562.29	$3,110,536.52	$20,840.26	$345,615.17	71	69
15	8/1/2021	8/31/2021	31	$298,473.57	$3,409,010.09	$33,163.73	$378,778.90	78	74

7/3/2020 Comments - The Notice to Proceed was issued 6/1/20 with Time Charges beginning on 6/11/20.

Change Order Number	Approved	Cost This CO	Total COs
01	10/6/2020	$22,353.00	$ 22,353.00

2E: Differing Site Conditions(unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order makes various changes to the City of Austin (COA) water line layout on Perthshire Street and Broadmeade Avenue in the Braes Valley Zone. 4B: Third Party Accommodation. Third Party requesed work. The cost of this change order is being paid for by the City of Austin and they have reviewed and approved this revision and additional cost.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$5,017.92	$ 27,370.92

3F: County Convenience. Additional work desired by the County. This Change Order modifies the grate elevation of an existing drop inlet and regrades the ditches to improve drainage at 9615 Moorberry Street. The drop inlet was installed in a previous Forest North drainage improvement project.

Change Order Number	Approved	Cost This CO	Total COs
3	1/12/2021	$ 27,841.45	$ 55,212.37

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new item to pay the Contractor for additional potholing needed to locate City of Austin (COA) water lines and services in locations not called for in the plans and outside the normal bid item subsidiary potholing. This Change Order also adds a new item to pay the Contractor to remove and replace mailboxes that are in conflict with COA water line relocations. The City of Austin has agreed to pay the additional costs associated with these items.

Change Order Number	Approved	Cost This CO	Total COs
4	1/12/2021	$ 2,215.00	$ 57,427.37

2E: Differeing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds two new items to pay the Contractor to replace a driveway and pipe end treatments located at the intersection of Wisterwood and Broadmeade in the Braes Valley Zone that were impacted by the installation of the City of Austin 12" water line, per Change Order 1. The City of Austin has agreed to pay the additional cost associated with these items.

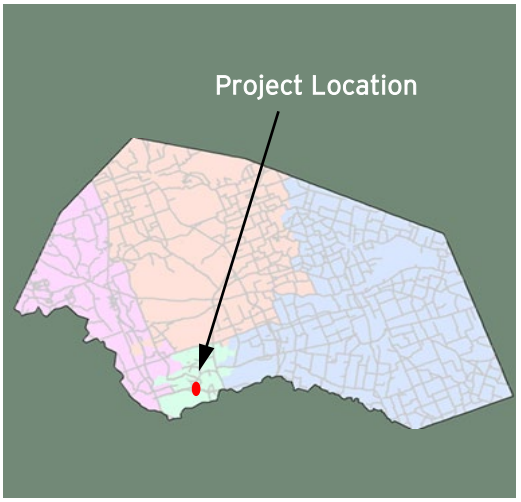
Change Order Number	Approved	Cost This CO	Total COs
5	1/12/2021	$ 5,117.00	$ 62,544.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds two new items for wood fence gates that were not included in the original plans. Wood fence is shown to be removed and replaced but no items were established to replace wood fence gates encountered within the fence removal areas. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site condtions (unforeseeable). This Change Order also adds an item to compensate the Contractor for the cost to relocate a copper water service line on the private side of the water line service at 13013 Stillforest Street. The existing copper water service line is required to be moved because it is in conflict with proposed storm sewer installation. The County is paying the cost of this Change Order.

Change Order Number	Approved	Cost This CO	Total COs
6	3/16/2021	$ 25,200.00	$ 87,744.37

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds an item to pay for 24" RCP 6:1 safety end treatments (SET's). Plan sheet 120 of 201 (SB7 of SB10) calls for the 24" RCP on Chester Forest Street to have 6:1 SET's but no pay items were created to pay for this item on the bid forms.

Adjusted Price = $4,880,802.52



O'Connor Traffic Signals
(Morgan Hill, Great Oaks, and Liberty Walk Intersections)

Project Length: .4 miles
Roadway Classification: Residential Intersections

Project Schedule: October 2019 - November 2021
Estimated Construction Cost: $0.9 Million

September 2021 IN REVIEW

09/03/2021: Contractor poured the pedestrian pad at the southeast corner of Great Oaks Drive. The contractor also excavated, formed and poured the additional sidewalk at the northwest corner of Liberty Walk, to assure ADA compliance.

09/10/2021: Contractor began excavating and installing the electrical service line on the northeast corner of Liberty Walk.

09/17/2021: Champion completed the installation of the electrical service line on the northeast corner of Liberty Walk.

09/24/2021: Contractor completed the installation of the traffic signal controller cabinets, backup battery cabinets, and batteries at all three intersections. Crews cleaned up spoil piles at all three intersections.

Design Engineer: Kimley-Horn
Contractor: Champion Infrastructure
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

O'Connor Traffic Signals
Project No. 1907-333

Original Contract Price = $853,503.50

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
8/20/2019	9/17/2020	10/3/2019	6/8/2020			210	0	210

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	6/8/2020	6/30/2020	23	$91,850.40	$91,850.40	$10,205.60	$10,205.60	10	11
2	7/1/2020	7/31/2020	31	$56,002.50	$147,852.90	$6,222.50	$16,428.10	16	26
3	8/1/2020	8/31/2020	31	$80,984.74	$228,837.64	$8,998.30	$25,426.40	25	40
4	9/1/2020	9/30/2020	30	$41,649.50	$270,487.14	$4,627.73	$30,054.13	29	55
5	10/1/2020	10/31/2020	31	$78,278.28	$348,765.42	$8,697.58	$38,751.71	38	70
6	11/1/2020	11/30/2020	30	$24,011.05	$372,776.47	$2,667.90	$41,419.61	41	84
7	12/1/2020	12/31/2020	31	$68,702.27	$441,478.74	$7,633.58	$49,053.19	48	99
8	1/1/2021	1/31/2021	31	$23,573.00	$465,051.74	$2,619.23	$51,672.42	51	113
9	2/1/2021	2/28/2021	28	$45,381.37	$510,433.11	$5,042.37	$56,714.79	55	127
10	3/1/2021	3/31/2021	31	$40,240.96	$550,674.07	$4,471.22	$61,186.01	60	141
11	4/1/2021	4/30/2021	30	$80,966.81	$631,640.88	-$27,941.75	$33,244.26	65	156
12	5/1/2021	5/31/2021	31	$60,507.88	$692,148.76	$3,184.62	$36,428.88	71	170
13	6/1/2021	6/30/2021	30	$45,123.57	$737,272.33	$2,374.93	$38,803.81	76	185
14	7/1/2021	8/31/2021	62	$15,444.63	$752,716.96	$812.87	$39,616.68	78	214
15	9/1/2021	9/30/2021	30	$124,610.42	$877,327.38	$6,558.44	$46,175.12	90	229

10/1/2021 Comments - Waiting on electric service meters, then can activate signals. Revised completion date is 11/1/21.

Change Order Number	Approved	Cost This CO	Total COs
01	9/29/2020	$19,683.04	$ 19,683.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds a new item to compensate the Contractor for extra work to install conduit crossings via open-cut method and to repair storm sewer pipes that were damaged while attempting directional drilling. This Change Order also subtracts bid quantities for conduit items that will not be used at Liberty Walk intersection after switching to open-cut method.

Change Order Number	Approved	Cost This CO	Total COs
02	10/6/2020	$33,656.00	$ 53,339.04

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order changes the method of construction from directional boring to open trenching for the installation of conduits under the existing roadway for the signals at the intersection of O'Connor Drive and Great Oaks Drive. This change in the method of construction was necessary due to the location of existing utilities within the right of way and in the roadway. To accommodate the open cut trench method, the designer changed the conduit from 2 - 3" and 1 - 2" conduits to 4 - 2" conduits. The conduit run equals approximately 300 feet and this change order adds an additional 2" run to the project, totalling 1200 linear feet. This Change Order also adds a new Force Account item to pay for off-duty police officers and vehicles for traffic control during open trenching operations at the Great Oaks and Morgan Hill intersections.

Change Order Number	Approved	Cost This CO	Total COs
3	2/9/2021	$ 77,716.34	131,055.38

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including; additional cost to complete installation conduits at Liberty Walk and Morgan Hill intersections due to various utility conflicts, the additional cost to replace curb and gutter that was removed in order to install conduit crossings via “open-cut” method at all three intersections, and the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a pay item for the additional cost to relocate the controller pad at Liberty Walk intersection.

Change Order Number	Approved	Cost This CO	Total COs
4	8/21	$ 37,546.50	168,601.88

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds various changes to the project, including; additional cost to complete installation conduits at Liberty Walk and Morgan Hill intersections due to various utility conflicts, the additional cost to replace curb and gutter that was removed in order to install conduit crossings via “open-cut” method at all three intersections, and the additional cost of maintaining project perimeter signs and barricades due to a project delay caused by working around existing utilities. 4B: Third Party Accommodation. Third party requested work. This Change Order adds a pay item for the additional cost to relocate the controller pad at Liberty Walk intersection.

Adjusted Price = $1,022,105.38

Corridor H - Sam Bass Interim Traffic Signals
Project No. T1740

Original Contract Price = $319,866.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
9/1/2020	9/29/2020	1/5/2021	1/19/2021	5/13/2021		60	0	60

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/1/2020	12/31/2020		$9,000.00	$9,000.00	$1,000.00	$1,000.00	3	0
2	1/19/2021	1/31/2021	13	$68,562.00	$77,562.00	$7,618.00	$8,618.00	24	22
3	2/1/2021	4/30/2021	89	$132,604.97	$210,166.97	$14,733.89	$23,351.89	66	170
4	5/1/2021	5/31/2021	16	$52,976.25	$263,143.22	$5,886.25	$29,238.14	82	197
5	8/1/2021	8/31/2021	0	$6,054.30	$269,197.52	$672.70	$29,910.84	84	197

9/30/2021 Comments - Substantial Completion was achieved on 5/13/21.

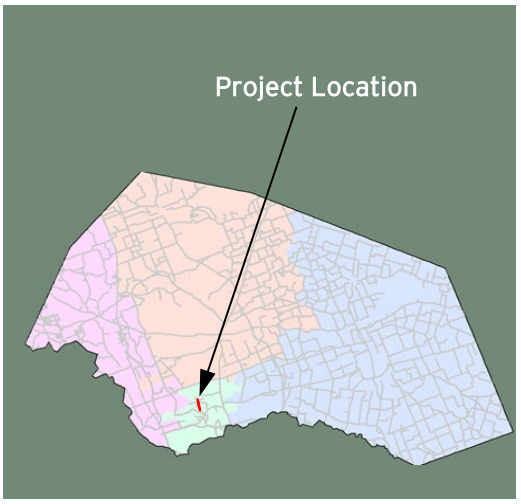
Change Order Number	Approved	Cost This CO	Total COs
01	4/6/2021	28,476.86	28,476.86

1A. Design Error or Omission. Incorrect PS&E. This Change Order changes the timber poles on south side of the intersection of Great Oaks Drive and Sam Bass Road to steel poles because there is not enough right of way to install guy wire support for timber poles.
3F. County Convenience. Additional work desired by the County. This Change Order adds pedestrian signals to the existing cross walk and changes the locations of signal controller and electric service at the intersection of Great Oaks Drive and Sam Bass Road. This Change Order also adds a new item to trim the existing trees at the intersection of Walsh Ranch Boulevard and Sam Bass Road that are blocking signal heads and traffic detectors.

Change Order Number	Approved	Cost This CO	Total COs
02	8/10/2021	7,027.00	35,503.86

This Change Order adds a protected left turn phase for the westbound and eastbound left turn lanes on Sam Bass Road at the intersection with Great Oaks Drive. This change order also adds a lane assignment sign, corrects a street sign and payment for cost of mobilization for the Contractor to move back in to the project for this additional work.

Adjusted Price = $355,369.86



Hairy Man Road / Brushy Creek Road Safety Improvements

(Brushy Bend to Sam Bass Road)

Project Length: 2.4 Miles
Roadway Classification: Major Collector

Project Schedule: February 2021 - December 2021
Estimated Construction Cost: $3.9 Million

September 2021 IN REVIEW

09/03/2021: Contractor began cutting the ditches on the westbound side of the road from Sam Bass Road to the Brushy Creek Bridge on Hairy Man Road, and continued installing the guardrail and end pieces at Culvert 12 on Hairy Man Road.

09/10/2021: Subcontractor Monarch began installing the guardrail and end pieces at Culvert 7 and adjusted to already installed guardrail elements on Hairy Man Road. DeNucci poured the concrete rip rap aprons at the drop inlets across from Olson Meadows Park on Brushy Creek Road.

09/17/2021: DeNucci formed and poured concrete rip rap mow strip around the metal beam guard fence at the Brushy Creek Bridge. Subcontractor DIJ completed the final striping and raised pavement markers on Brushy Creek Road.

09/24/2021: Subcontractor Fuquay sprayed hydromulch seeding from the Brushy Creek Bridge to Sam Bass Road on both sides of Hairy Man Road. Subcontractor DIJ completed the final striping in the Olson Meadows Park parking lot at Brushy Creek Road.

Design Engineer: Atkins
Contractor: DeNucci Constructors
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Hairy Man Rd. / Brushy Creek Rd. Improvements

Project No. T2232 Original Contract Price = $3,964,380.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
11/18/2020	12/8/2020	2/8/2021	2/18/2021			309	0	309

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/18/2021	2/28/2021	11	$113,634.00	$113,634.00	$12,626.00	$12,626.00	3	4
2	3/1/2021	3/31/2021	31	$304,968.46	$418,602.46	$33,885.38	$46,511.38	12	14
3	4/1/2021	4/30/2021	30	$164,520.90	$583,123.36	$18,280.10	$64,791.48	16	23
4	5/1/2021	5/31/2021	31	$129,207.51	$712,330.87	$14,356.39	$79,147.87	20	33
5	6/1/2021	6/30/2021	30	$509,373.81	$1,221,704.68	$56,597.09	$135,744.96	34	43
6	7/1/2021	7/31/2021	31	$809,404.66	$2,031,109.34	$89,933.86	$225,678.82	57	53
7	8/1/2021	8/31/2021	31	$778,616.79	$2,809,726.13	$86,512.97	$312,191.79	79	63

3/9/2021 Comments - The Notice to Proceed was issued 2/8/21 with Time Charges beginning 2/18/21.

Change Order Number	Approved	Cost This CO	Total COs
01	7/20/2021	$6,004.00	$ 6,004.00

This Change Order adds an item to pay for installation of barbed wire fence at Olson Meadows Park. This fence replaces an existing fence that was removed to coomplete the roadway widening. Fern Bluff MUD requested that the fencing be replaced to prevent parking on the slope.

Change Order Number	Approved	Cost This CO	Total COs
02	8/3/2021	$3,900.00	$ 9,904.00

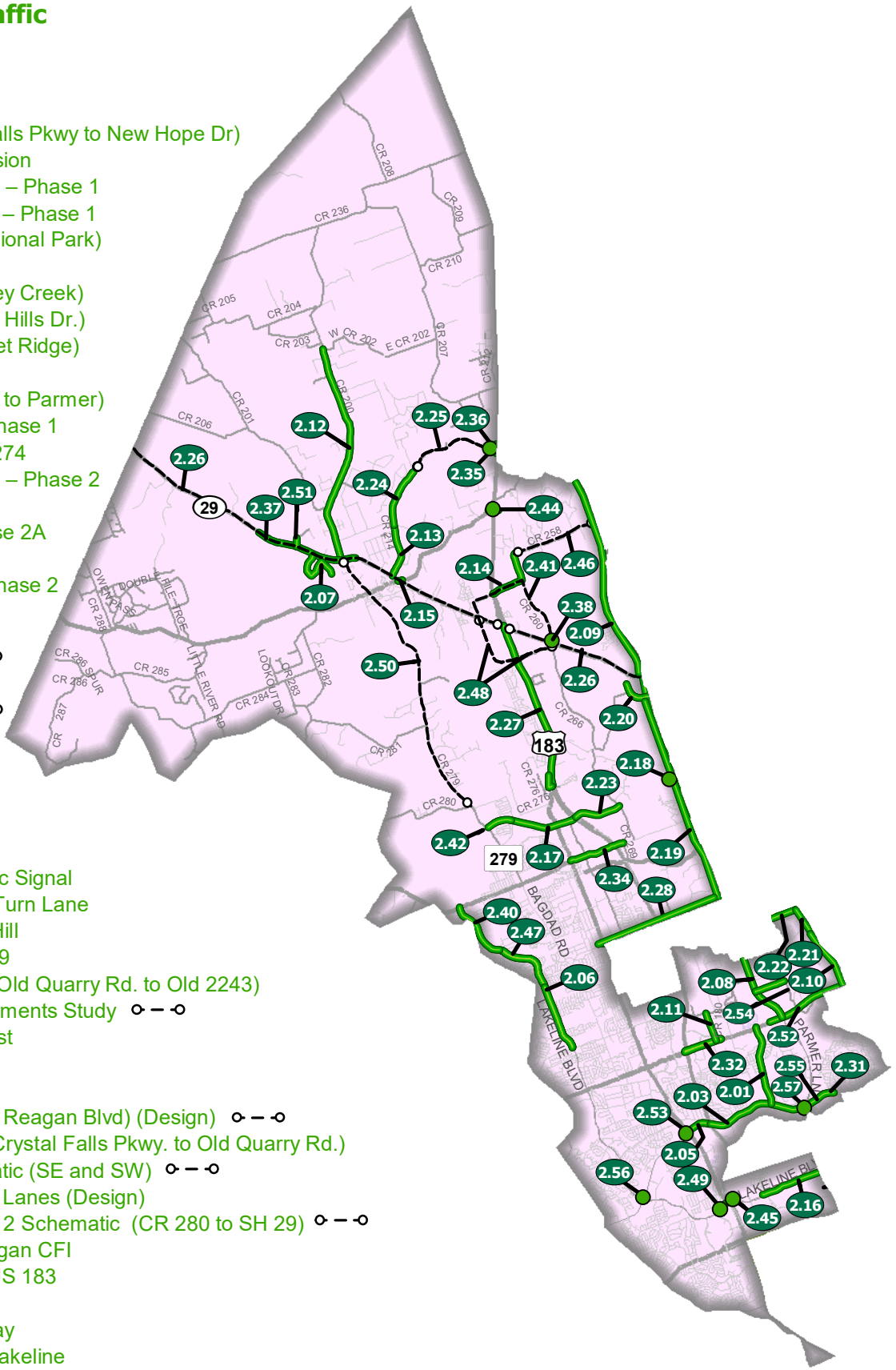
This Change Order adds an item to pay for installation of three 3' x 3' - 3' x 3' drop inlets and removes two 5' x 3' - 3' x 3' drop inlets that were included in the original plans. Plan sheet 111 shows to install three 3' x 3' - 3' x 3' inlets but the Summary of Estimated Quantities on Sheet 16 and the pay app show two 5' x 3' - 3' x 3' inlets.

Adjusted Price = $3,974,284.00

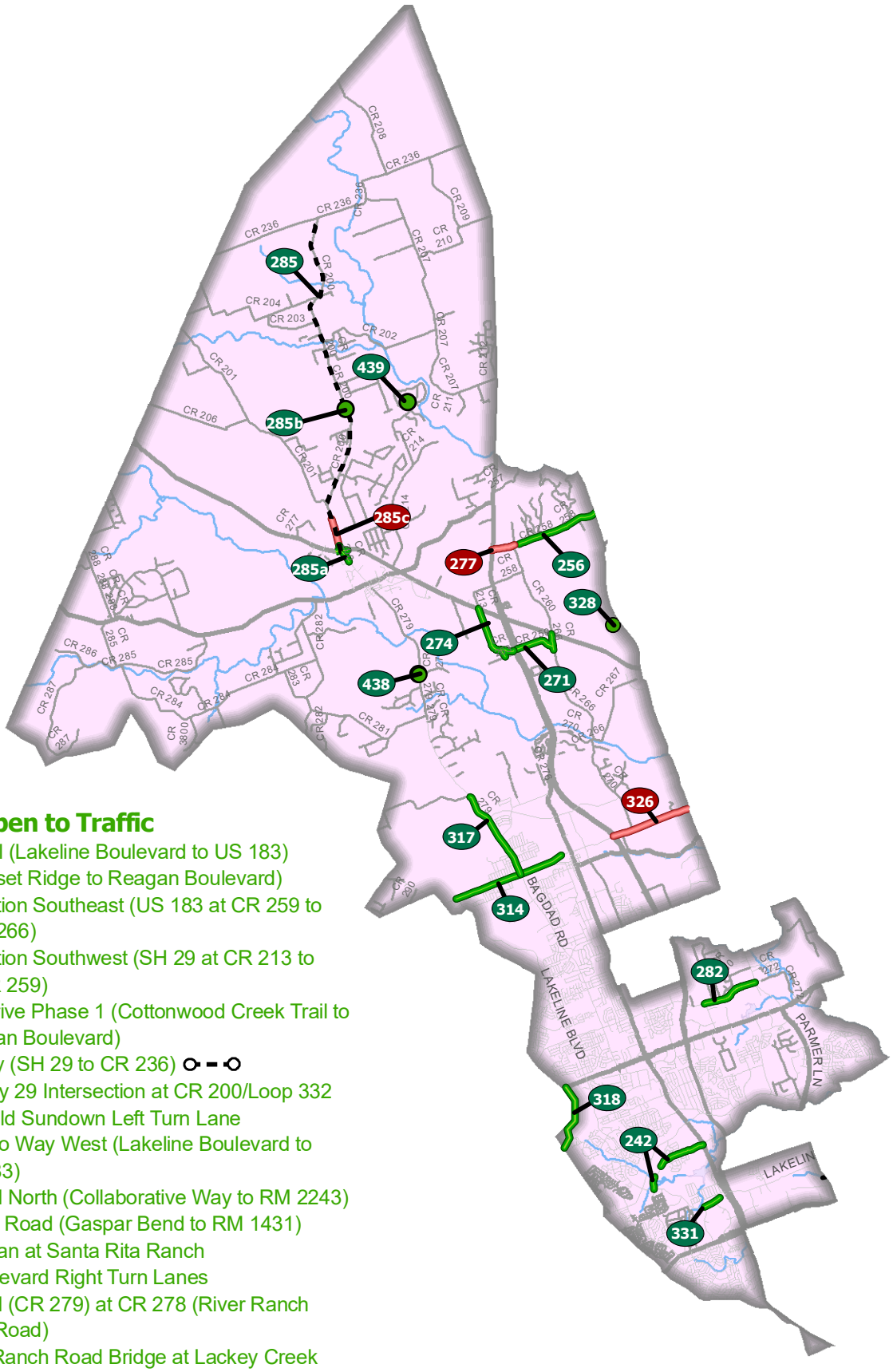
2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.49 Lakeline Blvd. Right Turn Lanes (Design)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane



2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



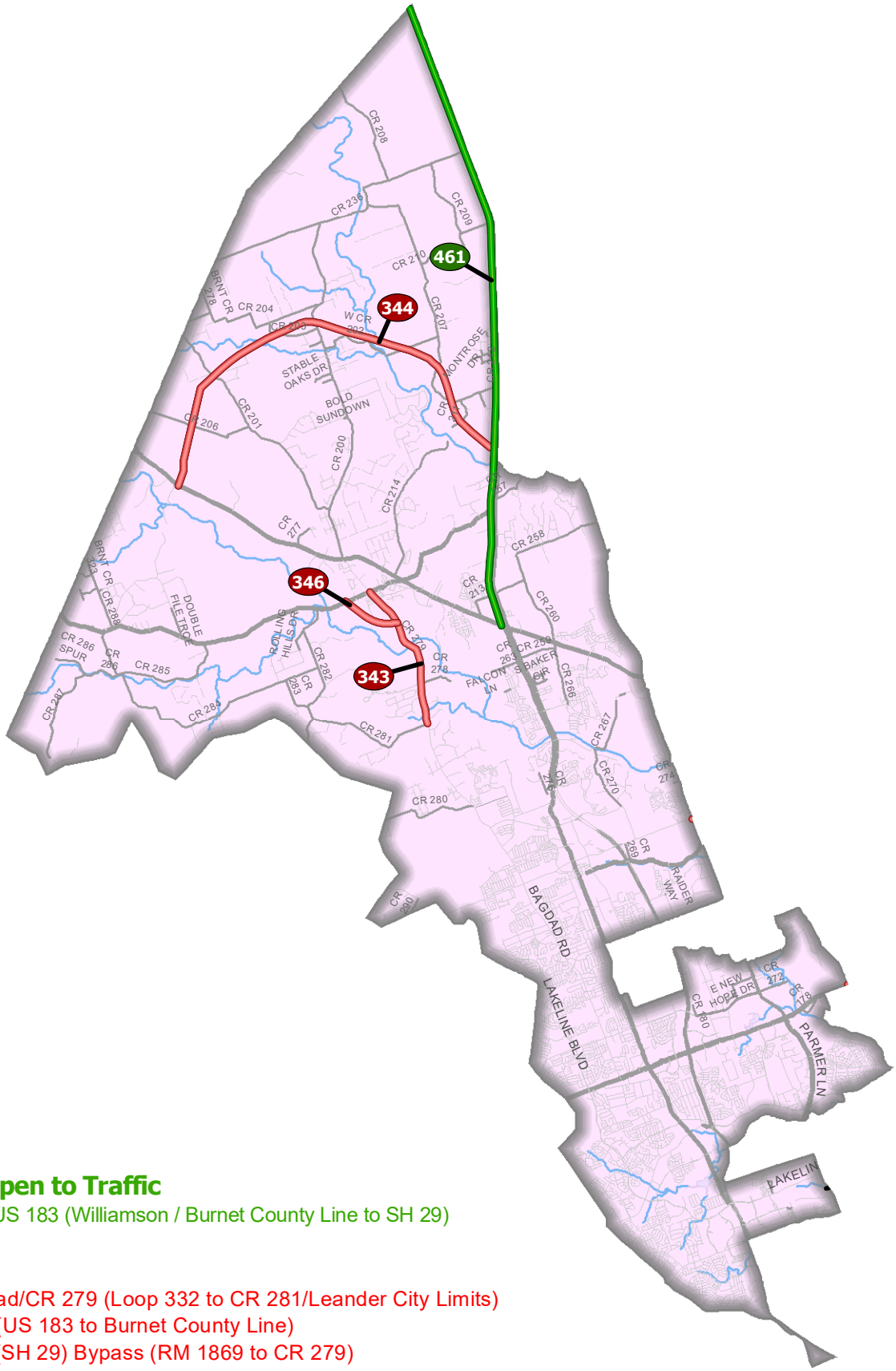
Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita Ranch
331 Lakeline Boulevard Right Turn Lanes
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)
285c CR 200 (CMTA Railroad to CR 201)
326 RM 2243 Realignment (183A to Southwest Bypass)

2019 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffic

461 Corridor F / US 183 (Williamson / Burnet County Line to SH 29)

In Design

343 Bagdad Road/CR 279 (Loop 332 to CR 281/Leander City Limits)
344 Corridor I2 (US 183 to Burnet County Line)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Seward Junction Improvements (SH 29 to CR 266 & CR 259 to SH 29)
Project No. 1812-282 Original Contract Price = $13,270,258.10

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/19/2018	3/5/2019	4/22/2019	5/2/2019	3/15/2021			600	84	684

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/2/2019	6/30/2019	60	$1,138,506.71	$1,138,506.71	$126,500.75	$126,500.75	9	9
2	7/1/2019	7/31/2019	31	$900,193.70	$2,038,700.41	$100,021.52	$226,522.27	16	13
3	8/1/2019	8/31/2019	31	$500,440.00	$2,539,140.41	$55,604.44	$282,126.71	20	18
4	9/1/2019	9/30/2019	30	$781,187.35	$3,320,327.76	$86,798.60	$368,925.31	26	22
5	10/1/2019	10/31/2019	31	$629,436.02	$3,949,763.78	$69,937.33	$438,862.64	31	27
6	11/1/2019	11/30/2019	30	$278,357.53	$4,228,121.31	$30,928.62	$469,791.26	34	31
7	12/1/2019	12/31/2019	31	$499,295.12	$4,727,416.43	$55,477.23	$525,268.49	38	36
8	1/1/2020	1/31/2020	31	$507,587.04	$5,235,003.47	$56,398.56	$581,667.05	42	40
9	2/1/2020	2/29/2020	29	$495,830.37	$5,730,833.84	$55,092.26	$636,759.31	45	44
10	3/1/2020	3/31/2020	31	$1,495,940.26	$7,226,774.10	-$256,402.78	$380,356.53	54	49
11	4/1/2020	4/30/2020	30	$925,168.98	$8,151,943.08	$48,693.11	$429,049.64	61	53
12	5/1/2020	5/31/2020	31	$751,064.06	$8,903,007.14	$39,529.68	$468,579.32	67	58
13	6/1/2020	6/30/2020	30	$728,210.17	$9,631,217.31	$38,326.85	$506,906.17	72	62
14	7/1/2020	7/31/2020	31	$418,630.14	$10,049,847.45	$22,033.17	$528,939.34	76	67
15	8/1/2020	8/31/2020	31	$266,456.21	$10,316,303.66	$14,024.01	$542,963.35	78	71
16	9/1/2020	9/30/2020	30	$216,227.68	$10,532,531.34	$11,380.40	$554,343.75	79	76
17	10/1/2020	10/31/2020	31	$121,663.91	$10,654,195.25	$6,403.38	$560,747.13	80	80
18	11/1/2020	11/30/2020	30	$386,714.53	$11,040,909.78	$20,353.38	$581,100.51	83	85
19	12/1/2020	12/31/2020	31	$188,106.89	$11,229,016.67	$9,900.37	$591,000.88	84	89
20	1/1/2021	1/31/2021	31	$110,227.19	$11,339,243.86	$5,801.43	$596,802.31	85	94
21	2/1/2021	2/28/2021	28	$371,751.27	$11,710,995.13	$19,565.85	$616,368.16	88	98
22	3/1/2021	3/31/2021	15	$167,168.32	$11,878,163.45	$8,798.34	$625,166.50	89	100
23	4/1/2021	4/30/2021	0	$488,109.50	$12,366,272.95	-$372,793.58	$252,372.92	90	100
24	5/1/2021	5/31/2021	0	$3,507.27	$12,369,780.22	$71.57	$252,444.49	90	100
25	6/1/2021	6/30/1931	0	$7,239.36	$12,377,019.58	$147.75	$252,592.24	90	100
26	7/1/2021	8/31/2021	0	$16,577.12	$12,393,596.70	$338.30	$252,930.54	90	100

4/14/2021 Comments - Substantial Completion was achieved on 3/15/2021.

Change Order Number	Approved	Cost This CO	Total COs
01	2/28/2020	$112,306.36	$ 112,306.36

1A: Design Error or Omission. Incorrect PS&E. This change order revises items and quantities that were entered incorrectly or omitted in the bid tab for Seward Junction SW, Seward Junction SE and PEC Pond.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$9,946.75	$ 122,253.11

1A: Design Error or Omission. Incorrect PS&E. This Change Order adds a pay item to adjust existing manholes located within the ROW to match finish grade. The manholes are on the existing LCRA line that runs through the project. The manholes were shown in the plans but a bid item to cover the cost of the adjustments to these manholes were not included in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$3,372.67	$ 125,625.78

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to lower an existing wastewater line that is in conflict with the proposed driveway culvert located on CR 266 approximately 500 feet south of the SH 29 intersection on the east side of the roadway. The location of the line was not identified in the plans and the Contractor damaged the line while excavating for the driveway culvert. This work is located in the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$17,647.04	$ 143,272.82

2J: Differing Site Conditions (unforeseeable). Other. This Change Order adds Work Zone Pavement Mark Removeable pay items to the contract. The plans included Work Zone Pavement Mark Non-Removeable items that worked with the asphalt pavement section. Since the roadway is concrete paving, Work Zone Pavement Mark Removeable items needed to be added for the different phases and traffic switches called for in the plans. This applies to the Seward Junction Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
05	8/4/2020	$272,222.65	$ 415,495.47

2G: Differing Site Conditions (Unforseeable). Unadjusted utility (unforeseeable). This Change Order compensates the Contractor for additional work to install a new 6" and a new 8" wastewater line, a new 6" water line, and remove an existing wastewater vault that has been abandoned. The installation of the new underground utilities are necessary because the existing lines are in conflict with the proposed construction at the intersection of SH 29 and Seward Junction Southwest. The utilities belong to the City of Liberty Hill.

Change Order Number	Approved	Cost This CO	Total COs
06	10/6/2020	$681.04	$ 416,176.51

2C: Differing Site Conditions (unforseable) New development (conditions changing after PS&E completed). This Change Order adds the latest Guardrail End Treatment (MSKT) standard to the contract. 2E: Differeing Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adds work to extend a storm sewer pipe, revises the slope on some SET's from 4:1 to 3:1 (RFI 28), due to a change in the PGL of the roadway. A pipe underdrain system was added to the contract to address groundwater encountered during construction of the roadway (RFI #29). Construction Exit items that were not used on the project were deleted from the contract. This Change Order is for work in the Southeast portion of the project.

Change Order Number	Approved	Cost This CO	Total COs
07	2/2/2021	$194,882.66	$ 611,059.17

3F: County Convenience. Additional work desired by the County. This Change Order adds the reconstruction of a 500' portion of CR 260 from SH 29 to Terra del sol Parkway to the contract at the request of Williamson County.

Change Order Number	Approved	Cost This CO	Total COs
08	5/4/2021	$91,592.30	$ 702,651.47

Revisions and balancing of asphalt items.

Change Order Number	Approved	Cost This CO	Total COs
09	5/18/2021	($11,573.93)	$ 691,077.54

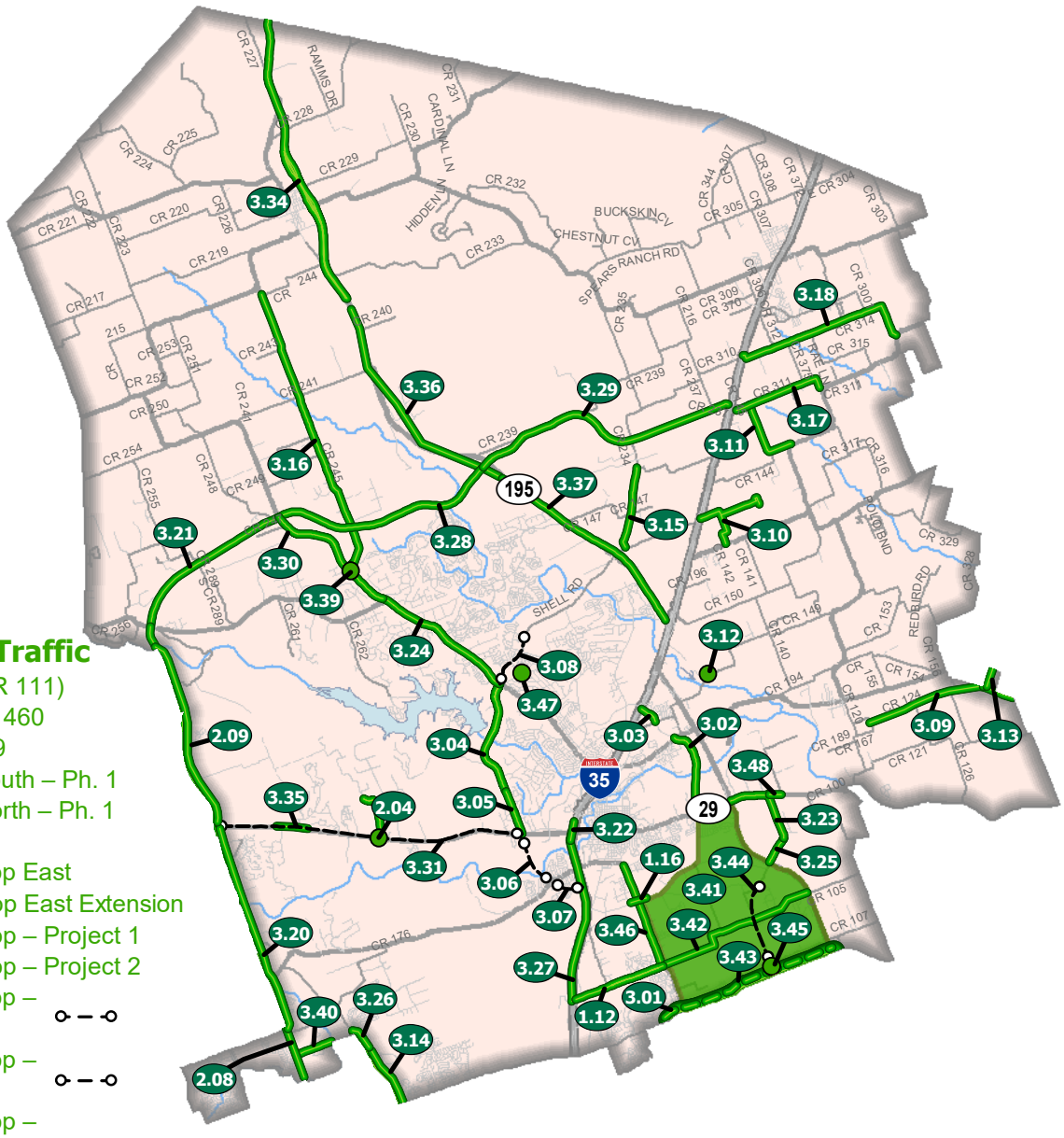
Revisions and balancing of striping items.

Change Order Number	Approved	Cost This CO	Total COs
10	8/17/2021	$43,291.29	$ 734,368.83

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities for the small signs on the project as a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable): Small signs have been added to the project to provide additional safety measures.

Adjusted Price = $14,004,626.93

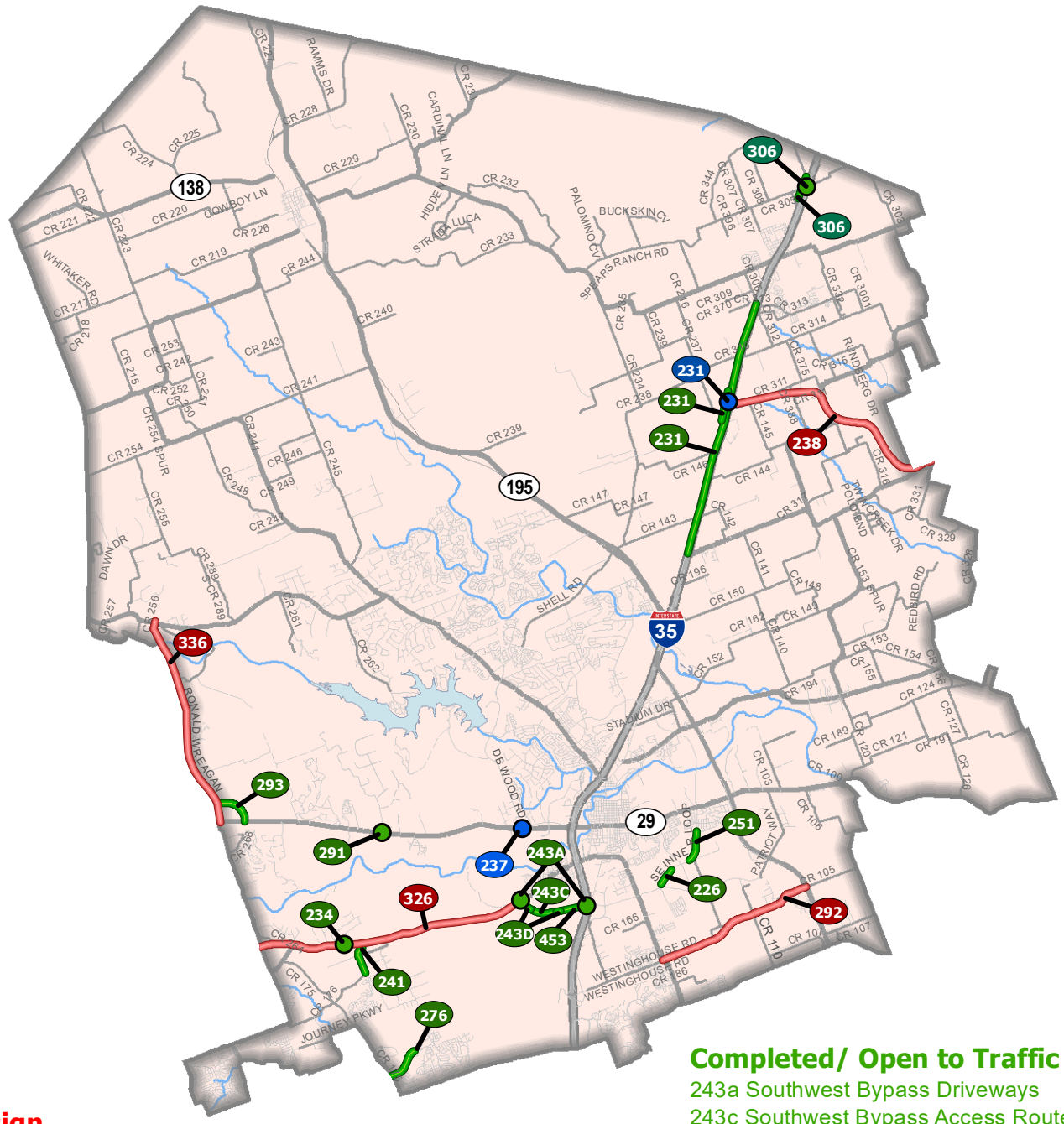
2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



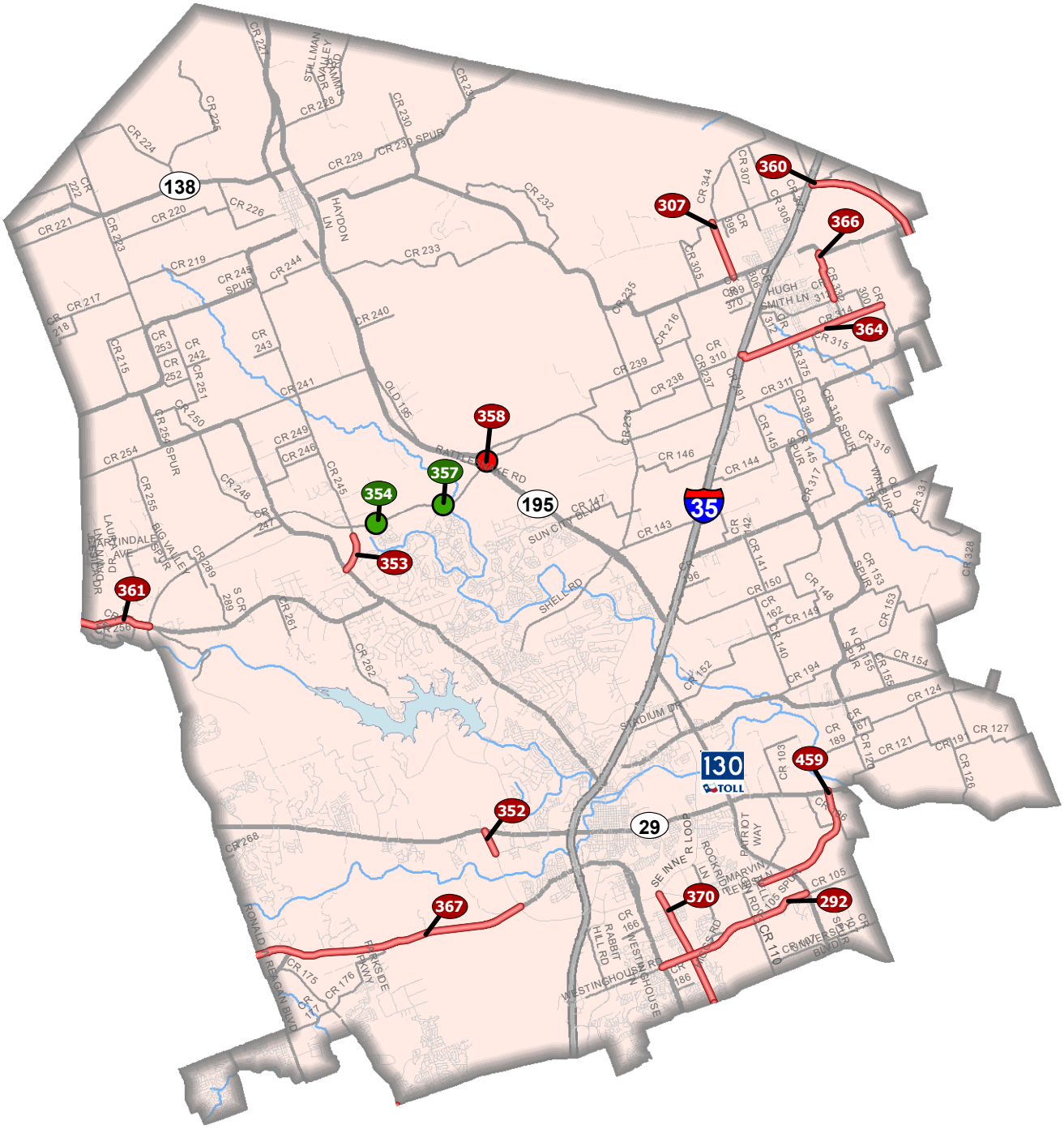
Completed/Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (design)
3.43 University Blvd. (Chandler Rd) Expansion (Design)
3.44 CR 110 North
(North of CR 107 to North of Sam Houston) (Design)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)
3.46 FM 1460 North
3.47 Madrid Drive Extension

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



2019 Road Bond Program Projects
Precinct 3 - Commissioner Covey



In Design

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)

307 Bud Stockton Extension (CR 305 to FM 487)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
358 SH 195 at Ronald Reagan Boulevard
360 Corridor E5 (Ronald Reagan Extension/Corridor D to IH 35/CR 305)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183)
364 CR 314 Safety Improvement (IH 35 Northbound Frontage Rd to East of CR 3001)
366 CR 332 Realignment (South of FM 487 to North of CR 313)
367 RM 2243 (Ronald Reagan Boulevard to Southwest Bypass)
370 MoKan (Georgetown Inner Loop to University Boulevard)
459 Southeast Inner Loop Extension (Corridor C) (Sam Houston Avenue at Patriot Way to SH 29)

Completed/ Open to Traffic

354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)
Project No. 1901-285

Original Contract Price = $2,447,560.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
1/8/2019	3/26/2019	7/26/2019	8/5/2019	7/10/2020	10/15/2020		229	60	289

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/5/2019	8/7/2019	3	$72,005.40	$72,005.40	$8,000.60	$8,000.60	3	1
2	8/8/2019	8/31/2019	24	$182,903.40	$254,908.80	$20,322.60	$28,323.20	10	9
3	9/1/2019	9/30/2019	30	$256,030.43	$510,939.23	$28,447.83	$56,771.03	19	20
4	10/1/2019	10/31/2019	31	$404,602.62	$915,541.85	$44,955.84	$101,726.87	34	30
5	11/1/2019	11/30/2019	30	$172,401.65	$1,087,943.50	$19,155.74	$120,882.61	41	41
6	12/1/2019	12/31/2019	31	$49,862.16	$1,137,805.66	$5,540.24	$126,422.85	43	52
7	1/1/2020	1/31/2020	31	$4,983.70	$1,142,789.36	$553.75	$126,976.60	43	62
8	2/1/2020	2/29/2020	29	$350,483.90	$1,493,273.26	-$48,383.27	$78,593.33	53	72
9	3/1/2020	3/31/2020	31	$148,264.69	$1,641,537.95	$7,803.40	$86,396.73	58	83
10	4/1/2020	4/30/2020	30	$232,512.45	$1,874,050.40	$12,237.50	$98,634.23	66	93
11	5/1/2020	5/31/2020	31	$20,527.25	$1,894,577.65	$1,080.38	$99,714.61	67	104
12	6/1/2020	6/30/2020	30	$239,695.54	$2,134,273.19	$12,615.56	$112,330.17	76	115
13	7/1/2020	7/31/2020	10	$32,529.38	$2,166,802.57	$1,712.07	$114,042.24	77	118
14	8/1/2020	8/31/2020	0	$40,322.75	$2,207,125.32	$2,122.25	$116,164.49	78	118
15	9/1/2020	9/30/2020	0	$162,165.00	$2,369,290.32	$8,535.00	$124,699.49	84	118
16	10/1/2020	10/31/2020	0	$227,976.42	$2,597,266.74	$11,998.76	$136,698.25	92	118
17	11/1/2020	11/30/2020	0	$1,839.00	$2,599,105.74	$96.79	$136,795.04	92	118
18	12/1/2020	4/30/2021	0	$72,022.21	$2,671,127.95	-$82,282.22	$54,512.82	92	118

7/31/2020 Comments - Substantial Completion was achieved on 7/10/20.

Change Order Number	Approved	Cost This CO	Total COs
01	12/17/2019	$208,869.67	$ 208,869.67

4B: Third Party Accommodation. Third party requested work. This Change Order adds relocation of the existing Brushy Creek Municipal Utility District (BCMUD) water line along CR 176 and revises the City of Georgetown water line relocations on the project.

Change Order Number	Approved	Cost This CO	Total COs
02	6/16/2020	$63,776.63	$ 272,646.30

3F: County Convenience. Additional work desired by the County. This Change Order adds various items of work to the contract, including: removal of an existing driveway, a mail box turnout, a pedestrian curb ramp, wire mesh fencing and gates, realigns a ditch to improve drainage, widens driveway radii, water pumping, storm sewer pipe and safety end treatments at a driveway and milling of asphalt on RM 2243. 2E: County Convenience. Differing site conditions. Miscellaneous difference in site condition (unforeseeable). This change order compensates the contractor for work necessary to find the existing cave and removes a driveway along RM 2243 that was constructed before the job started and not addressed in the plans.

Change Order Number	Approved	Cost This CO	Total COs
03	8/4/2020	($204,858.75)	$ 67,787.55

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforseeable). This Change Order deletes the quantity for Item 162 Mulch Topdressing and Items 260 related to the Lime Treated Subgrade. The Contractor was able to salvage high quality topsoil from the project limits and reuse that material on the final project. The topsoil used did not require the addition of mulch to establish vegetation or prevent erosion. The Lime Treated Subgrade items were deleted due to the high quality of existing material encountered at subgrade elevation. Lab testing determined that the existing material contained a low enough PI that lime treatment of the subgrde was not necessary.

Change Order Number	Approved	Cost This CO	Total COs
04	8/4/2020	$452,885.58	$ 520,673.13

3F: County Convenience. Additional work desired by the County. This Change Order adds a Shared Use Path to (SUP) the project at the request of the County. The path extends from RM 2243 (Leander Road) to CR 176 and is located along the west right of way. The SUP required a pedestrian crossing of Parkside Parkway on

Adjusted Price = $2,968,233.13

Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)

Project No. T1873 Original Contract Price = $875,350.00

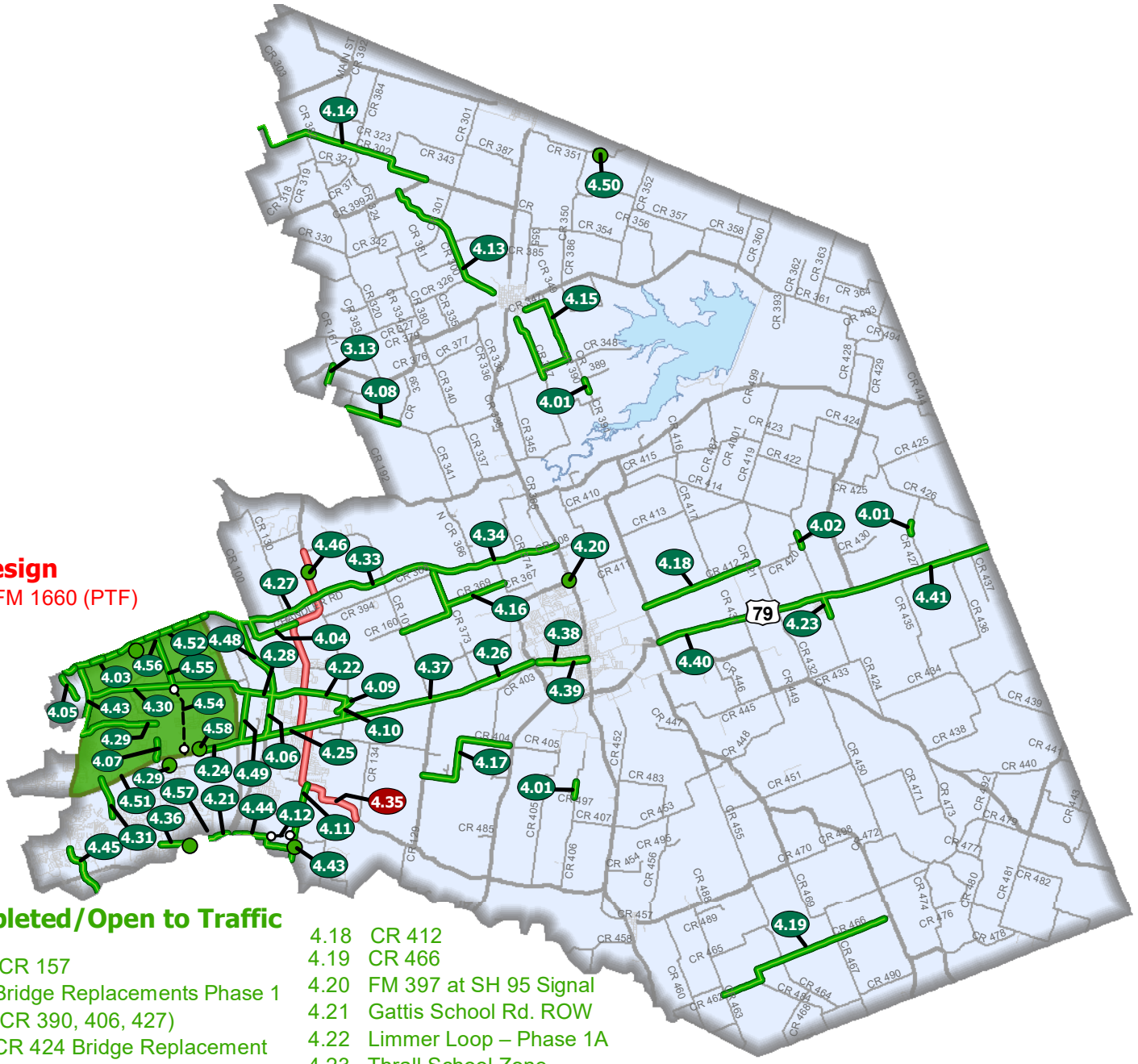
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
10/6/2020	10/13/2020	11/24/2020	12/8/2020	6/11/2021			142		142

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	12/8/2020	12/30/2020	23	$107,172.03	$107,172.03	$11,908.00	$11,908.00	14	16
2	12/31/2020	1/31/2021	32	$56,797.20	$163,969.23	$6,310.80	$18,218.80	21	39
3	2/1/2021	3/31/2021	59	$64,033.20	$228,002.43	$7,114.80	$25,333.60	29	80
4	4/1/2021	5/31/2021	61	$420,254.52	$648,256.95	$46,694.95	$72,028.55	82	123
5	5/31/2021	6/25/2021	11	$111,305.55	$759,562.50	$3,962.70	$39,976.97	91	131
6	6/26/2021	8/10/2021	0	$64,572.29	$824,134.79	$828.29	$16,819.08	96	131

9/30/2021 Comments - Substantial Completion was achieved on 6/11/21.

Adjusted Price = $875,350.00

2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



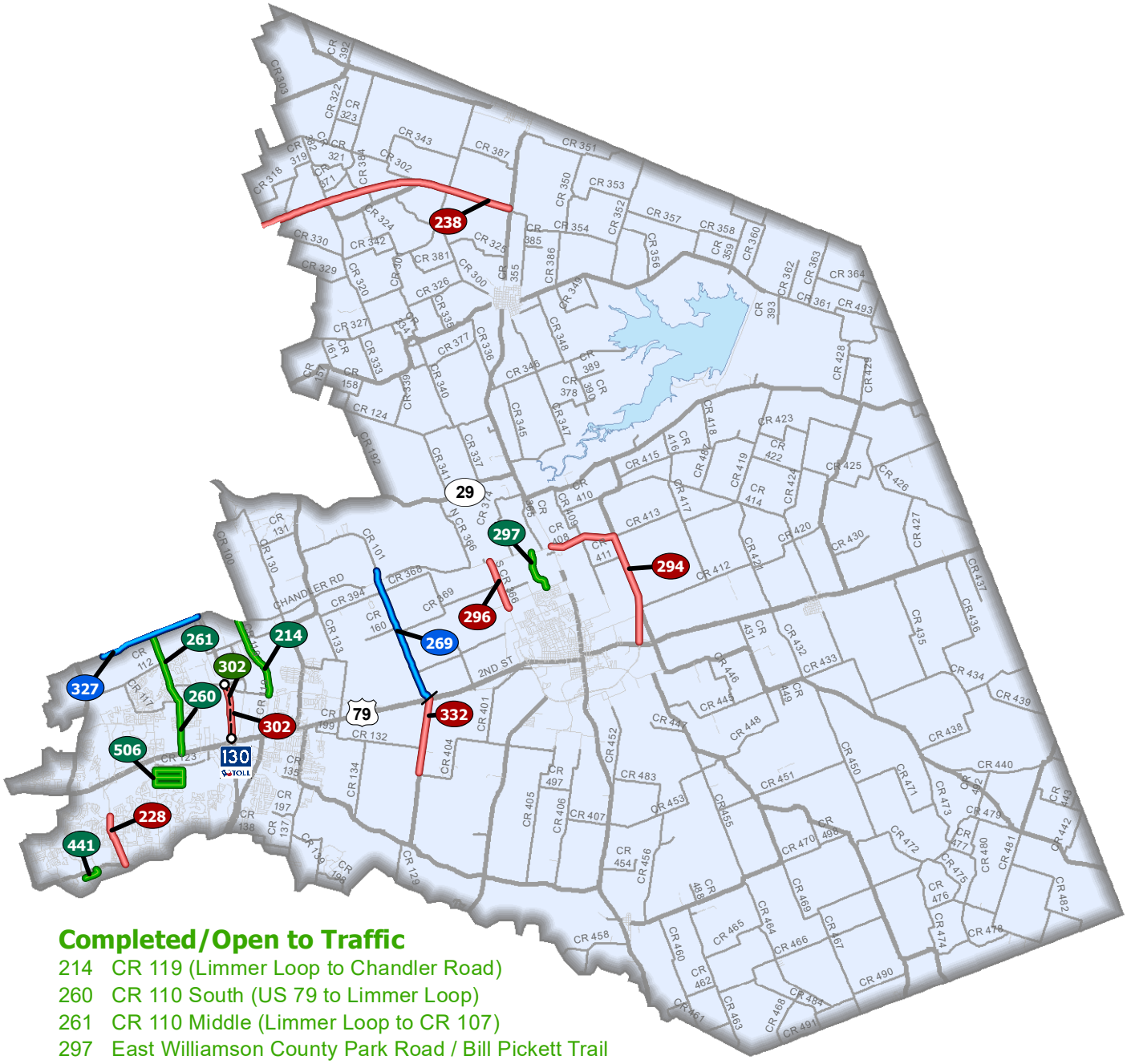
In Design

4.35 FM 1660 (PTF)

Completed/Open to Traffic

3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phase 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110/ Arterial A Study Area
4.52 University Blvd. (Chandler Rd.) Expansion
4.54 CR 110 South - (Design) (US 79 to Limmer Lp)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

2013 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302 SH 130 Traffic Study o—–o
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)
506 Oak Bluff and Greenfield Drainage Improvements

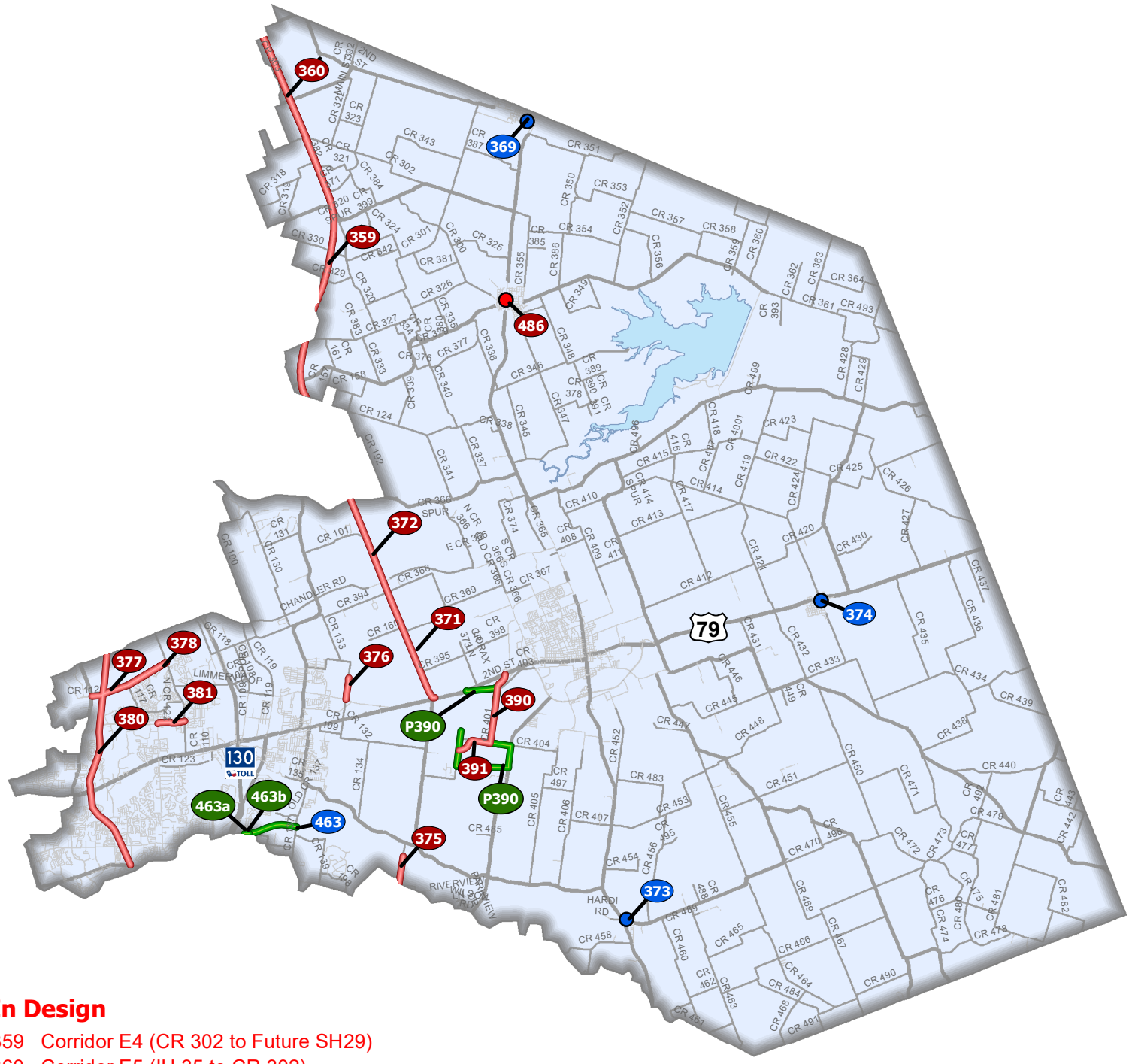
Under Construction/Bidding

269 CR 101 (US 79 to North of Chandler Road)
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

In Design

228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
238 Ronald Reagan Boulevard Extension (IH 35 to SH 95)
294 Chandler Road Extension Phase 1 (Planning) (SH 95 to FM 619)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)
332 FM 3349/US 79 Interchange

2019 Road Bond Program Projects
Precinct 4 - Commissioner Boles



In Design

359 Corridor E4 (CR 302 to Future SH29)
360 Corridor E5 (IH 35 to CR 302)
371 Corridor E3 (Future SH 29 to Chandler Rd)
372 Corridor E2 (Chandler Rd to US 79)
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
380 MoKan (University Boulevard to SH 45)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
390 CR 401 Improvements
391 CR 404 Realignment
463 Southeast Loop (Corridor E1) (CR 138 to CR 137)
486 Granger Project - Davilla Street Culvert

Under Construction/Bidding

373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street
369 Bartlett Street Project (Cottrell Street)
463 Southeast Loop (Corridor E1) (CR 138 to CR 137)

Completed/Open to Traffic

463a Southeast Loop (Corridor E1) Demolition Phase 1
463b Southeast Loop (Corridor E1) Demolition Phase 2
P390 CR 401, CR 402, CR 404 Overlays
P390 Hutto Waterline Realignment

CR 110 Middle (Limmer Loop to CR 107)

Project No. 1809-261 Original Contract Price = $8,910,862.73

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020	6/29/2021		390	144	534
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/6/2019	5/31/2019	26	$719,064.06	$719,064.06	$79,896.01	$79,896.01	9	5
2	6/1/2019	6/30/2019	30	$327,805.09	$1,046,869.15	$36,422.78	$116,318.79	13	10
3	7/1/2019	7/31/2019	31	$406,884.79	$1,453,753.94	$45,209.43	$161,528.22	17	16
4	8/1/2019	8/31/2019	31	$391,244.33	$1,844,998.27	$43,471.59	$204,999.81	22	22
5	9/1/2019	9/30/2019	30	$88,385.54	$1,933,383.81	$9,820.61	$214,820.42	23	28
6	10/1/2019	10/31/2019	31	$295,167.52	$2,228,551.33	$32,796.39	$247,616.81	27	34
7	11/1/2019	11/30/2019	30	$424,033.35	$2,652,584.68	$47,114.82	$294,731.63	32	39
8	12/1/2019	12/31/2019	31	$511,268.18	$3,163,852.86	$56,807.57	$351,539.20	38	45
9	1/1/2020	1/31/2020	31	$385,342.62	$3,549,195.48	$42,815.85	$394,355.05	42	51
10	2/1/2020	2/29/2020	29	$514,688.36	$4,063,883.84	$57,187.60	$451,542.65	49	56
11	3/1/2020	3/31/2020	31	$344,124.14	$4,408,007.98	$38,236.01	$489,778.66	53	62
12	4/1/2020	4/19/2020	19	$293,737.21	$4,701,745.19	$32,637.47	$522,416.13	56	66
13	4/20/2020	5/19/2020	30	$277,306.64	$4,979,051.83	$30,811.87	$553,228.00	60	71
14	5/20/2020	6/24/2020	36	$726,652.00	$5,705,703.83	$80,739.12	$633,967.12	68	78
15	6/25/2020	7/25/2020	31	$410,122.34	$6,115,826.17	$45,569.15	$679,536.27	73	84
16	7/26/2020	8/25/2020	31	$254,747.98	$6,370,574.15	$28,305.33	$707,841.60	76	90
17	8/26/2020	9/23/2020	29	$111,839.24	$6,482,413.39	$12,426.58	$720,268.18	77	95
18	9/24/2020	10/25/2020	27	$962,394.02	$7,444,807.41	-$568,333.33	$151,934.85	82	100
19	10/26/2020	11/25/2020	0	$88,804.62	$7,533,612.03	$1,812.34	$153,747.19	83	100
20	11/26/2020	12/27/2020	0	$50,446.95	$7,584,058.98	$1,029.53	$154,776.72	83	100
21	12/28/2020	1/31/2021	0	$33,416.21	$7,617,475.19	$681.96	$155,458.68	84	100
22	2/1/2021	2/28/2021	0	$44,523.85	$7,661,999.04	$908.65	$156,367.33	84	100
23	3/1/2021	3/31/2021	0	$547,703.24	$8,209,702.28	$11,177.62	$167,544.95	90	100
24	4/1/2021	4/30/2021	0	$69,299.54	$8,279,001.82	$1,414.28	$168,959.23	91	100
25	5/1/2021	5/31/2021	0	$10,190.46	$8,289,192.28	$207.96	$169,167.19	91	100
26	6/1/2021	8/31/2021	0	$64,415.21	$8,353,607.49	$1,314.60	$170,481.79	92	100

9/10/2021 Comments - Certificate of Completion issued for 6/29/21.

Change Order Number	Approved	Cost This CO	Total COs
01	10/8/2019	$66,291.83	$ 66,291.83

1A: Design Error or Omission. Incorrect PS&E. This Change Order revises items and quantities for the traffic signals. 3F: County Convenience. Additional work desired by the County. This Change Order adds items for temporary sediment control fencing (install and remove) and documents the credit to the contract for materials (6'x4' box culvert) furnished by the County.

Change Order Number	Approved	Cost This CO	Total COs
02	12/17/2019	$31,881.14	$ 98,172.97

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order provides grading of the Limmer Loop ditch at CR 110, due to communication utility conflicts not being adjusted for the previous CR 110 South project. The ditch work must be completed, prior to construction of the requested driveway for the new corner store. The driveway permit has already been submitted to the County by the Developer.

Change Order Number	Approved	Cost This CO	Total COs
03	7/21/2020	$10,419.60	$ 108,592.57

3F: County Convenience. Additional work desired by the County. This Change Order adds Traffic Control Phase 2 Step 2 to the project. This step consists of shifting traffic from the existing lanes to the new lanes f rom just south of CR 112 to the north end of the project.

Change Order Number	Approved	Cost This CO	Total COs
04	12/8/2020	$3,266.23	$ 111,858.80

3L: County Convenience. Revising safety work/measures desired by the County. This Change Order adds a new item to pay the Contractor to repair the guard rail end treatment on southbound CR 110, south of CR 112. This is within the construction project limits.

Change Order Number	Approved	Cost This CO	Total COs
05	3/16/2021	($11,737.85)	$ 100,120.95

2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforeseeable). This Change Order adds improvements to drainage and new side street intersections to the project. 3L: County Convenience. Revising safety work/measures desired by the County. This Change Order deletes lime from the pavement section, adds item to pay for police used during traffic control, and repairs damage to a signal controller and repairs potholes in the existing pavement. 4B: Third Party Accommodation. Third party requested work. This change order adds fittings to the Jonah Water line.

Change Order Number	Approved	Cost This CO	Total COs
06	2/2/2021	$46,375.56	$ 146,496.51

3E: County Convenience. Reduction of future maintenance. This Change Order adds pay items to compensate the Contractor to mill and repave a portion of existing University Boulevard that was not called out to be overlayed in the plans.

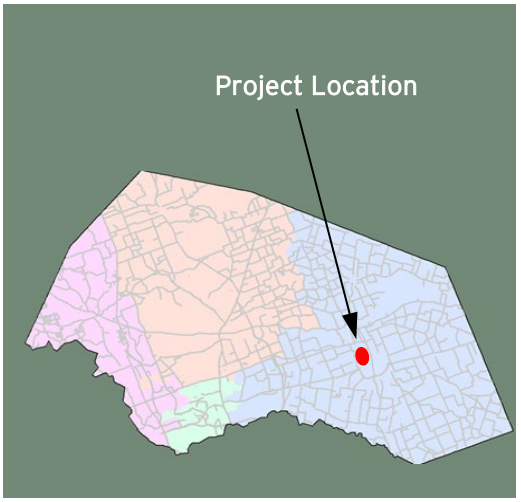
Change Order Number	Approved	Cost This CO	Total COs
07	3/16/2021	$6,519.31	$ 153,015.82

3F: County Convenience. Additional work desired by the County. This Change Order adds a pay item to compensate the Contractor to remove additional structures in the right of way along CR 110 north of the project.

Change Order Number	Approved	Cost This CO	Total COs
08	3/16/2021	$233,343.80	$ 386,359.62

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a pay item to compensate the Contractor for extended project overhead costs caused by delays to the utility relocation.

Adjusted Price = $9,297,222.35



CR 101
(US 79 to north of Chandler Road)

Project Length: 3.8 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2020 - December 2021
Estimated Construction Cost: $13 Million

September 2021 IN REVIEW

09/03/2021: Contractor continued forming, tying steel and placing concrete rail on the bridge at Little Mustang Creek, and continued forming and pouring concrete for driveways on southbound CR 101, just north of the Little Mustang Creek.

09/10/2021: The dirt crew began shouldering up with topsoil on the north and south sides of Little Mustang Creek. The underground crew installed the 2'x4' box culvert for Driveway 19 in the middle of the project. Subcontractor RSI began placing metal beam guard fence on the south side of Little Mustang Creek.

09/17/2021: Subcontractor RSI completed the installation of the metal beam guard fence on the north and south sides of Little Mustang Creek. Subcontractor DIJ placed temporary striping on the new roadway from the south tie-in to the CR 368/394 intersection.

09/24/2021: James Construction completed forming and pouring mow strip for the metal beam guard fence on the north and south sides of the bridge at Little Mustang Creek and completed forming and pouring concrete driveways south of the Little Mustang Creek. Topsoil placement on the south end of the project is ongoing.

Design Engineer: BGE, Inc.
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

CR 101 (US 79 to Chandler Road)
Project No. 2138

Original Contract Price = $13,092,842.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
10/10/2019	11/5/2019	6/26/2020	7/6/2020			540		540

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/6/2020	7/25/2020	20	$366,881.43	$366,881.43	$40,764.60	$40,764.60	3	4
2	7/26/2020	8/30/2020	36	$2,072,374.48	$2,439,255.91	$230,263.83	$271,028.43	21	10
3	8/31/2020	9/23/2020	24	$66,831.99	$2,506,087.90	$7,425.78	$278,454.21	21	15
4	9/24/2020	10/25/2020	32	$531,044.64	$3,037,132.54	$59,004.96	$337,459.17	26	21
5	10/26/2020	11/29/2020	35	$424,017.35	$3,461,149.89	$47,113.04	$384,572.21	30	27
6	11/30/2020	12/27/2020	28	$709,324.00	$4,170,473.89	$78,813.77	$463,385.98	36	32
7	12/28/2020	1/27/2021	31	$294,970.38	$4,465,444.27	$32,774.49	$496,160.47	38	38
8	2/1/2021	2/28/2021	28	$293,948.14	$4,759,392.41	$32,660.91	$528,821.38	41	43
9	3/1/2021	3/31/2021	31	$367,172.81	$5,126,565.22	$40,796.97	$569,618.35	44	49
10	4/1/2021	4/30/2021	30	$421,691.16	$5,548,256.38	$46,854.58	$616,472.93	47	55
11	5/1/2021	5/31/2021	31	$703,963.56	$6,252,219.94	$78,218.17	$694,691.10	53	60
12	6/1/2021	6/30/2021	30	$348,806.38	$6,601,026.32	$38,756.27	$733,447.37	56	66
13	7/1/2021	7/31/2021	31	$450,541.31	$7,051,567.63	$50,060.14	$783,507.51	60	72
14	8/1/2021	8/31/2021	31	$759,767.66	$7,811,335.29	$84,418.63	$867,926.14	67	77
15	9/1/2021	9/30/2021	30	$572,768.63	$8,384,103.92	$63,640.93	$931,567.07	71	83

7/31/2020 Comments - The Notice to Proceed was issued 6/26/20 with Time Charges beginning on 7/6/2020.

Change Order Number	Approved	Cost This CO	Total COs
01	9/14/2021	139,570.57	$ 139,570.57

3F: County Convenience. Additional work desired by the County. This Change Order adds various changes to the project, including additional pipe underdrains to help alleviate groundwater, concrete used to backfill Culvert 4, and use of full-depth asphalt on side roads and intersections to expedite the reconstruction of the roadways.

Change Order Number	Approved	Cost This CO	Total COs
02	9/14/2021	87,600.15	$ 227,170.72

3F: County Convenience. Additional work desired by the County. This Change Order documents the change in the method of installation of the 24" waterline encasement pipe across CR 368 and CR 101 and adds 4 - 4" bores and water meter relocations to the contract.

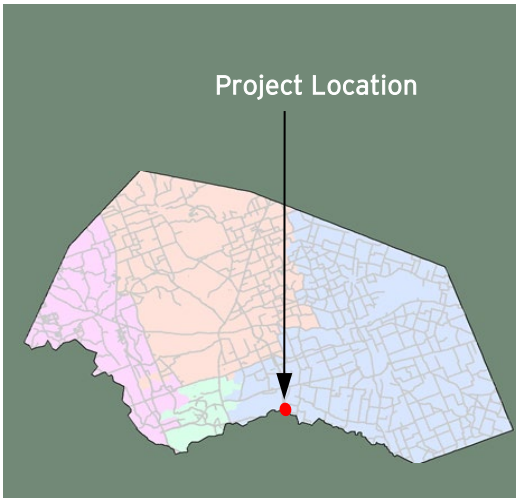
Change Order Number	Approved	Cost This CO	Total COs
03	9/28/2021	81,281.83	$ 308,452.55

3B: County Convience. Public relations improvement. This change order changes the pavement section from typical flexible base to full-depth asphalt at south end tie-in to existing pavement, adds a driveway for a landowner and adds a sixth wire and water gap fence across Little Mustang Creek.

Change Order Number	Approved	Cost This CO	Total COs
04	9/28/2021	(366,519.81)	$ (58,067.26)

3C. County Convenience. Implementation of a Value Engineering finding. This Change Order removes quantities for various Jonah Water SUD water line items, due to an alignment shift at the southern end of the project at the US 79 intersection. 3F. County Convenience. Additional work desired by the County. This change order adds a force account item to the contract to compensate the contractor for pavement repairs in the roadway and to perform grading to prevent future saturation.

Adjusted Price = $13,034,774.74



Southeast Loop Segment 1, Phase 1
(Northbound Frontage of SH 130 to CR 137)

Project Length: 1.848 Miles
Roadway Classification: Rural Collector

Project Schedule: July 2021 - January 2023
Estimated Construction Cost: $11.7 Million

September 2021 IN REVIEW

09/03/2021: Contractor continued stripping topsoil from east of the Bridge Church to the west end of the Wolfe property. Crews began removing the privacy fence at Lakeside Estates on CR 138.

09/10/2021: Subcontractor Woolery completed installing fence along the north ROW in the Wolfe property.Texas Environmental continued installing silt fence on the north west portion of the project to the lake on the Wolfe property.

09/17/2021: Contractor began excavation for the MSE Wall 4 on the west side of the Wolfe lake. Subcontractor Texas Environmental Materials began installing silt fence along the east end of the Wolfe lake, and on the downstream side of the tributary on the east side of the Wolfe property.

09/24/2021: Contractor began stripping topsoil from west of the Bridge Church to the east end of the Lakeside Estates neighborhood, and began excavating for MSE Wall 5 and began forming for the MSE Wall 4 leveling pad.

Design Engineer: RTG
Contractor: James Construction
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

HNTB

Project Name: Southeast Loop Segment 1, Phase 1
Project No. T3346

Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558

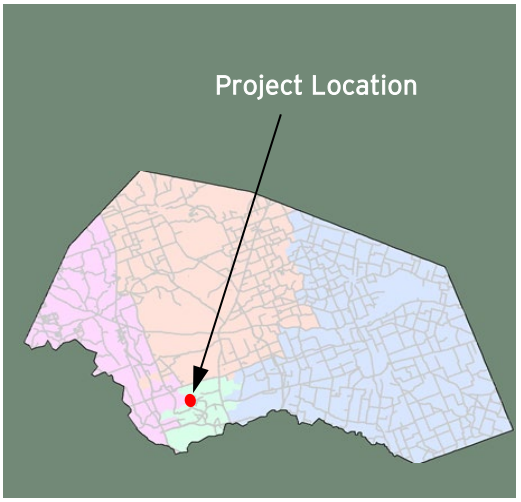
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13

7/31/2021 Comments - Time Charges began on 7/19/21.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	148,710.35	148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Adjusted Price = $11,675,499.44



Great Oaks Drive Bridge at Brushy Creek
(Along Great Oaks Drive from Brightwater Blvd to Oak Ridge Drive)

Project Length: 0.191 Miles
Roadway Classification: Major Collector

Project Schedule: September 2021 - Early 2023
Estimated Construction Cost: $**10.5 Million**

September 2021 IN REVIEW

09/03/2021: No activity.

09/10/2021: Prepared for clearing activities and erosion control.

09/17/2021: DeNucci Constructors began clearing the ROW on the east side of the existing bridge. Subcontractor DIJ placed pavement markings for TCP Phase I. Subcontractor AWP set perimeter barricades and TCP Phase I traffic control.

09/24/2021: DeNucci Constructors continued clearing the ROW on the east and west side of the existing bridge. DeNucci installed and backfilled the steel I-beam pilings for the special shoring on the left side of Brushy Creek Road near the Great Oaks intersection. Subcontractor MG drilling drilled for the special shoring pilings at the same location.

Design Engineer: PESC
Contractor: DeNucci
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

HNTB

Great Oaks Drive Improvements at Brushy Creek
Project No. T4327

Original Contract Price = $10,580,634.11

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
9/30/2021	Comments -	Notice to Proceed on 9/3/21 with time charges beginning 9/13/21.							

Adjusted Price = $10,580,634.11

Commissioners Court - Regular Session **80.**

Meeting Date: 10/19/2021

Fleet Auto Parts Blanket Purchase Order to Don Hewlett Chevrolet

Submitted For: Joy Simonton **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing a repair parts blanket purchase order for Fleet Services to Don Hewlett Chevrolet in the amount of $125,000.00.

Background

To facilitate ease and speed of ordering repair and replacement parts for Williamson County fleet vehicles, a blanket purchase order is recommended for Don Hewlett Chevrolet. The Fleet Services Department will utilize this purchase order on as as-needed basis throughout the year. This purchase is exempt from the competitive bidding requirements as allowed per Texas Local Government Code Discretionary Exemptions Section 262.024.(a)(11) vehicle and equipment repairs. The court has previously granted this exemption for vehicle and equipment repairs. Funding is authorized in the FY 22 budget for these purchases. Department contact is Kevin Teller. This expenditure will be charged to 01.0882.0882.003523.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 11:17 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:19 AM
Form Started By: Erica Smith		Started On: 10/05/2021 09:22 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **81.**

Meeting Date: 10/19/2021

Chassis Truck with Wirtgen Purchase from Freightliner of Austin for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of one (1) 2022 Freightliner 114SD Chassis Truck with Wirtgen MC-20 binding agent spreader body in the amount of $314,569.00, from Freightliner of Austin, as per BuyBoard Contract #601-19.

Background

Approval of this purchasing will benefit the Williamson County Road and Bridge Department. Quote is attached that outlines vehicle specifications and warranty. The Fleet Services Department and Budget Department have reviewed this purchase. Department contact: Shea Webb, Funding Source: 01.0200.0210.005711 and approved in the FY22 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 10:21 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:47 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:36 PM
Final Approval Date: 10/14/2021		

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

Invoice Number

Date: 09-01-2021

PURCHASING NAME			TELEPHONE
Williamson County			512-943-3368
ADDRESS	CITY	STATE	ZIP CODE
3151 SE Inner Loop	Georgetown	Tx	78626

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2022-23	Freightliner	114SD	Vin # NS9008	

MILEAGE:

Tx Buy Board 601-19

2022/23 Freightliner 114SD chassis — 310,544.00
DD13, 11spd LL, 20K -46K,
to include Wirtgen MC-20 complete

Extended engine 5/200 and trans warranty — 4,025.00

Replacement unit complete
Updated 9-3-21

Buyboard # 601-19

Disclaimer of Warranties

Any warranties on the products sold hereby are those made by the factory. The Seller, *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.

CUSTOMER SIGNATURE

SALESMAN SIGNATURE Tom Standard (512) 468-7270

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contraiy provisions in the contract of sale. "

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: TRADE-IN

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	314,569.00
PAYOFF TO:		Trade Allowance	
ADDRESS:		Trading Difference	
		Sales Tax	
GOOD UNTIL:		Vehicle Inventory Tax	
QUOTED BY:		License Fee	
SHOW LEIN TO:	Body Type:	Documentary Fee	
ADDRESS:	License Wt.:	Federal Excise Tax	
	State Insp.:	TOTAL SALE PRICE	
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	314,569.00

Commissioners Court - Regular Session **82.**

Meeting Date: 10/19/2021

Texas Materials Group T4230 Change Order No 1

Submitted For: Terron Evertson **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4230, in the amount of $20,509.80 for CR 258 Milling, Sealing and Overlay. Funding Source: 01.0200.0210.003599.

Background

Original contract amount was $558,237.18. With the addition of this change order, of $20,509.80, new contract amount will be $578,746.98. The positive change order is the result of the need to place the topsoil along both sides of the roadway.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Texas Materials Group T4230 Change Order No 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/06/2021 09:51 AM
Form Started By: Vicky Edwards		Started On: 10/05/2021 01:43 PM
Final Approval Date: 10/06/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Texas Materials Group Inc.**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	*T4230*
Roadway:	*CR258 Overlay*
Purchase Order Number:	

5. Describe the work being revised:

Additional Work Desired By the County

6. Work to be performed in accordance with Items:
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 09.24-21

By Orion Fox

Typed/Printed Name Orion Fox

Typed/Printed Title Operations Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **$20,509.80**

RECOMMENDED FOR EXECUTION:

9-27-21
Project Manager / Construction Observer — Date

9/27/21
Design Engineer — Date

10/1/21
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge . — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *1* ***Project #*** *T4230*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
160-6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	$0.30	4,634.00	$1,390.20	(4,634.00)	0.00	$0.00	($1,390.20)
160-7003	FURNISHING AND PLACING TOPSOIL (4")	SY	$10.95	0.00	$0.00	2,000.00	2,000.00	$21,900.00	$21,900.00
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
TOTALS					$1,390.20			$21,900.00	$20,509.80

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **83.**

Meeting Date: 10/19/2021

Heavy Equipment Purchase from Holt Cat for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the purchase of five (5) pieces of Heavy Equipment from Holt Cat for one (1) Caterpillar 926M Wheel Loader in the amount of $168,272.00, one (1) Caterpillar C S56B Paving & Compactor in the amount of $169,777.00, one (1) Caterpillar 330 TC Excavator with pin grabber in the amount of $329,772.00, these three (3) include an Extended Warranty of 48 months or 2000 hrs. The Department will also purchase one (1) Caterpillar 120 Motor Grader in the amount of $260,022.00 and one (1) Caterpillar D5 VP Track Type Bulldozer in the amount of $318,926.00 to include extended warranty 60 Months for a total amount of $1,246,769.00 pursuant to Sourcewell Contract #032119-CAT.

Background

This purchase of Heavy Equipment benefits the Road and Bridge Department. These equipment pieces include 48/60-month or 2,000, 2,500, 3000 hours for warranty for powertrain, hydraulics and technology per the attached quote. Department contact: Shea Webb, Funding Source: 01.0200.0210.005711 and approved in the FY22 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 11:09 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:17 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:36 PM
Final Approval Date: 10/14/2021		

DATE: September 21, 2021
QUOTE #: [redacted]

WILLIAMSON COUNTY FLEET
RON ROBERTS

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Jeffrey Kell
512.917.3277

One (1) New Caterpillar Inc. Model: 330 TC Excavators with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: [redacted]

SALE PRICE	$312,752.00
TOTAL PRICE	**$312,752.00**
SUB TOTAL	**$312,752.00**
TOTAL PURCHASE PRICE	**$312,752.00**

List Price	**$380,116.00**
Sourcewell Discount 15%	**($57,017.00)**
Adjusted Sales Price	**$323,099.00**
Dealer Prep	**$1,900.00**
Delivery	**$750.00**
Holt Cat Discount	**($12,997.00)**
Total Sourcewell Purchase price	**$312,752.00**

Pin Grabber – Add $9,100.00
Delivery - December or 1st Quarter 2021

WARRANTY

Standard Warranty: **12 Month/Unlimited Hours Total Machine**

329,772

Extended Warranty
Powertrain,
Hydraulics, and
Technology

48 months or 2000 hours - $7,920.00
60 months or 2,500 hours - $8,080.00

NOTES

Hydraulic Lines for Hammer and other Attachments, Bucket 48", Lines kit for Pin Grabber
Includes 12 month Field Service and Maintenance Manuals
Pricing good until 12/31/2022 and delivery in 2022

DATE: September 21, 2021QUOTE #:Quote [redacted]

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK046245

DESCRIPTION	REF.#
330 07C HEX AM-N CFG1B	597-1011
330 07 EXCAVATOR ARRANGEMENT	527-2180
COMMON ARRANGEMENT	579-4738
GUARD, SWIVEL	134-8883
PEDAL, STRAIGHT TRAVEL	490-7715
MONITOR, 10"	511-9428
SENSOR, PRESSURE, EOU	513-3214
GUARD, TRAVEL MOTOR, HD	514-7013
CYLINDER, BOOM	516-8457
VALVE, FINE SWING	520-1923
FILM, OPERATING PATTERN, 2WAY	520-9418
MACHINE ECM	525-7678
CAB, DELUXE	546-0111
COUNTERWEIGHT, 14,770LB	575-2677
LIGHT, CHASSIS	577-3907
LINES, A/C	577-7867
TRAVEL, ALARM	592-8316
UNDERCARRIAGE, LONG	593-4943
LANE 3 ORDER	0P-9003
BOOM, REACH 20'2"	577-5867
STICK, R10'6"	516-8566
LINKAGE, BKT CB2 W/EYE GRADE	521-8015
CYLINDER, STICK	516-5832
CONTROL, QC	517-4758
CYLINDER, BKT, CB2	516-5840
BOOM TUBE W/EOU	516-8550
TRACK, 31" TG	516-8657
GUARD, TRACK GUIDING,SEGMENTED	346-7150
LINES, DRAIN, PQC	549-9535
BATTERIES, 2	506-5013
CAMERA, REAR + RH VIEW	593-4954
LIGHTS PKG, REACH & SLR BOOM	581-1525

DESCRIPTION	REF.#
LIGHT, REACH BOOM LH & SLR LH	577-6543
LIGHT, REACH BOOM & SLR RH	577-6544
LIGHTS, CAB, W/O 360	577-3853
PROD LINK, PLE643/PLE743 RADIO	594-9052
RADIO MODULE, PL243 CELLULAR	589-1744
WIRING, PRODUCT LINK ELITE	594-2025
DECALS, EXTERIOR, ANSI	578-2910
DECALS, CAB, ANSI	573-4351
DECALS, STICK WARNING, ANSI	567-3815
INSTRUCTIONS, ENGLISH	0P-3380
LINES, HP, REACH BOOM	562-6221
LINES-HP, R10'6" STICK	356-8134
LINES, QC, REACH BOOM	516-7688
LINES-QC, R10'6" STICK	321-0150
WIPER, RADIAL W/LOWER	484-8022
QUICK DRAINS READY	578-2915
STORAGE PROTECTION (EXPORT)	0G-4126
GRADE W/2D, ASSIST&PAYLOAD	516-0550
GRADE SENSOR, REACH BOOM	519-6977
GRADE SENSOR, R10'6" STICK	519-6978
MIRROR, CAB, W/O GUARD	580-8628
FILM, EMC	528-4738
FILM, ROPS	567-3818
ROLL ON-ROLL OFF	0G-4202
INTEGRATED RADIO, W/O DAB	502-7166
HYDRAULIC PKG, COMB ADV	597-0955
UPPER COVER, CENTER	555-5784
VALVE, HYDRAULIC, TCS, HL	516-9252
LINES, MAKE UP, TCS	560-5828
RETURN PIPE, TCS	516-7669
CIRCUIT, ADVANCE COMBINED	516-6643
NETWORK MANAGER, STD	555-7286
GUARD, BOTTOM HD	576-9456
FIXTURE, BUCKET LINKAGE CB	578-9964
JOYSTICKS, VERTICAL SLIDER	528-6835
STORAGE PROTECTION (EXPORT)	0P-7563

STANDARD EQUIPMENT

POWERTRAIN

C7.1e twin turbo Tier 4 Final diesel engine
Electric fuel priming pump
Reversible electric cooling fans
Two-stage fuel filtration system with water separator and indicator
2x115 amp. dual alternator
Sealed double element air filter with integrated pre-cleaner
Biodiesel capable (up to B20)

UNDERCARRIAGE

Grease lubricated track link
Tie down points on base frame
(ISO 15818 compliant)

HYDRAULICS

Electronic main control valve
Auto warm up
Tandem type electronic main pump (165cc/rev)
Electric boom regeneration circuit
Stick regeneration circuit
Automatic two speed travel
Boom and stick drift reduction valve
Element type main hydraulic filter

ELECTRICAL

Maintenance free battery
Centralized electrical disconnect switch
CAT product link
After engine shut down, programmable time delay LED working lights:
One chassis mounted, one LH boom mounted

OPERATOR ENVIRONMENT

Sound suppressed ROPS cab (ISO 12117-2 compliant) with viscous mount
Increased rear window size as emergency exit
Openable tempered front upper windshield w/assist device and removable tempered lower windshield with in cab storage bracket
51mm (2 inch) orange seat belt
Upper radial wiper for 70/30
Automatic bi-level air conditioner with pressurized function
Washable floor mat
Roller front sunscreen
Beacon ready
2 x 12V DC outlet and USB Port
Dome and lower LED interior lights, coat hook, cup holder, console storage rear storage with net, and overhead storage with net
(Comfort cab)
-Mechanical suspension comfort seat w/ headrest, console height adjustment w/ tools, arm rest angle adjustment
-Fixed left side console
-Openable steel hatch

SAFETY AND SECURITY

RH hand rail and hand hold (ISO 2867 compliant)
Service platform with anti-skid plate and countersunk bolts
all controls
Ground level accessible secondary engine shutoff switch in cab
Signaling / warning horn

Hydraulic lock out lever neutralizes

OTHER STANDARD EQUIPMENT

Side entry to service platform
Grouped location for engine oil
and fuel filters

Ground level 2nd dipstick for engine oil
Sampling ports for scheduled oil
Sampling (S.O.S)

DATE: September 18, 2021
QUOTE #[redacted]

WILLIAMSON COUNTY FLEET
RON ROBERTS

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Jeffrey Kell
512.917.3277

One (1) New Caterpillar Inc. Model: 926M Wheel Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: [redacted]

SALE PRICE	$167,012.00
TOTAL PRICE	**$167,012.00**
SUB TOTAL	**$167,012.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$167,012.00**

List Price	**$229,890.00**
Sourcewell Discount 24%	**($55,173.00)**
Adjusted Sales price	**$174,717.00**
Dealer Prep	**$1,250.00**
Delivery	**$450.00**
Holt Cat Discount	**($9,405.00)**
Total Sourcewell Purchase Price	**$167,012.00**

Delivery – December or 1st quarter 2022 subject to prior Sale

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Extended Warranty Powertrain, Hydraulics, and Technology ADD:
48 months or 2000 hours - $1260.00
60 months or 2,500 hours - $1,705.00

Sourcewell #032119-CAT

NOTES

Bucket 3.2 Yard and Beacon
Includes 12 month Field Service and Service and Maintenance Manuals
Pricing good until 12/31/2021 and delivery in 2022

DATE: September 18, 2021QUOTE #:Quote [redacted]

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK046631

DESCRIPTION	REF.#
926M WHEEL LOADER	541-2670
PREP PACK, UNITED STATES	430-2943
HYDRAULICS, 2V, CPLR READY, SL	541-3072
STEERING, STANDARD	430-2996
ENVIRONMENT, STANDARD	536-5320
WEATHER, STANDARD	454-0609
ENGINE	527-0422
CAB, DELUXE	549-0451
SEAT, DELUXE	563-5967
RADIO READY, BLUETOOTH,MIC,AUX	378-0951
FENDERS, STANDARD	366-8148
TOOLBOX AUX, NONE	519-8081
LIGHTS, AUX, HALOGEN	559-0841
COUNTERWEIGHT, STANDARD	348-2579
CUTTING EDGE, BOLT ON, 4 PIECE	345-2758
KIT,SERIALIZED TECHNICAL MEDIA	0P-2491
TIRES, 20.5R25 TI MXL * L3	376-0828
HYDRAULICS, STANDARD, SL	536-5281
LIGHTS, ROADING, HALOGEN, RH	541-3066
JUMPER LINES, NONE	536-5339
PACK, DOMESTIC TRUCK	0P-0210
LINES, AUX 3RD, NONE	536-5329
PRODUCT LINK, CELLULAR PL641	565-0908
LANE 2 ORDER	0P-9002
DIFFERENTIAL, OPEN REAR	333-6529
BUCKET-GP, 3.2 YD3, PO	345-2824

POWERTRAIN

Axle seal guards
Auto Idle shut down feature
Cat C7.1ACERT engine
-Power Modes (Standard and Performance)
-Power by Range (High Power in Range 4)
-Tier 4 Final/Stage IV compliant
-Turbocharged and aftercooled
-Filtered crankcase breather
-Diesel particulate filter
-Selective Catalyst Reduction
Coolant protection to -34C (-29F)
Differential lock in front axle
Dry type air cleaner
Enclosed wet disc full hydraulic brakes
Fuel priming pump, automatic
Fuel water separator
Hydraulically driven demand cooling fan
Hydrostatic transmission with electronic control
-Operator Modes (Default, TC, Hystat and Ice)
-Directional Shift Agressiveness (Fast, Medium, Slow)
-Rimpull control, adjust wheel torque
-Creeper control, adjust ground speed
Lubed for life driveshafts
Parking brake, electric
Single plane cooling package wide 6 fins per inch density
S-O-S port,engine,coolant,transmission oil

HYDRAULICS

Automatic lift and bucket kickouts, adjustable in-cab
Bucket and Fork Modes, adjustable in-cab
Cylinder damping at kickout and mechanical end stops
Fine Mode control (Fast, Medium, Slow) in Fork Mode
Hydraulic Response setting (Fast, Medium, Slow)
Hydraulic diagnostic connectors and S-O-S ports
Hydraulic sight gauge, visible
Load sensing hydraulics and steering
Seat mounted hydraulic joystick controls

ELECTRICAL

Alternator, 115-amp, heavy duty
12V power supply in cab (2)
Batteries, 1,000 CCA (2) 24 volt system, disconnect switch
Back up alarm
Emergency shutdown switch
Halogen work lights front and rear, LED
rear stop and turn lights
Heavy duty gear reduction starter
Product Link PRO w/3 year subscription
Remote jump start post
Resettable main and critical function breakers
Roading lights front and rear

OPERATOR ENVIRONMENT

75 mm (3 in) retractable seatbelt
Automatic temperature control
Cab, enclosed ROPS/FOPS pressurized and sound suppressed
Cup holders
External heated mirrors with lower parabolic
Ground level cab door release
Gauges
-Digital hour meter, odometer and
Interior cab lighting, door and dome
Interior rearview mirrors (2)
Lunch box storage
Operator warning system indicators
Radio ready speakers
Rear window defrost, electric
Seat mounted electronic implement controls, adjustable
Sliding glass on the side windows
Column mounted multi function control

tachometer
-Digital ground speedometer and direction indicator
-Engine coolant temperature gauge
-Fuel and Diesel Exhaust Fluid level indicator
-Hydraulic oil temperature gauge
Hydraulic control lockout
-lights, wipers, turn signal
Suspension seat, fabric
Tilt and telescope steering wheel
Tinted front glass
Wet arm wiper/washer, 2-speed and intermittent, front
Wet arm wiper washer, rear

OTHER STANDARD EQUIPMENT

Large-access enclosure doors with adjustable close/open force
Parallel lift loader linkage
Recovery hitch with pin
Remote mounted lubrication points
Vandalism protection-lockable compartments

DATE: September 24, 2021
QUOTE #[redacted]

WILLIAMSON COUNTY FLEET
Shea Webb

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Jeffrey Kell
512.917.3277

One (1) New Caterpillar Inc Model: D5 VP Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: [redacted]

SALE PRICE	$314,870.00
TOTAL PRICE	**$314,870.00**
SUB TOTAL	**$314,870.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$314,870.00**

List Price	**$421,686.00**
Sourcewell Discount 23%	**($101,204.00)**
Adjusted Sales price	**$320,482.00**
Dealer Prep	**$2,500.00**
Delivery	**$660.00**
Holt Cat Discount	**($5,772.00)**
Total Sourcewell Sales Price	**$314,870.00**

318,926

Delivery – Factory order 2022 first quarter

WARRANTY

Standard Warranty: **12 Month/Unlimited Hours Total Machine**

Extended Warranty Powertrain, Hydraulics, and Technology ADD:
-48 months or 2000 hours - $2,690.00
-60 months or 2,500 hours - $4,056.00

Sourcewll #032119-CAT

NOTES

Factory Order – includes 6 way Blade, front Sweeps, Screens Front and side hinged, Guards Lights, Radiator Fan reversing
Includes 12 month Field Service and Maintenance manuals
Pricing good until 12/31/2021 and delivery in 2022

DATE: September 24, 2021QUOTE #:Quote [redacted]

MACHINE SPECIFICATIONS

STOCK NUMBER: [redacted]

DESCRIPTION	REF.#
D5 VPAT TRACTOR	510-7535
LANE 3 ORDER	0P-9003
REGIONAL PACKAGE AM-N	550-5590
CONFIGURATION 17B, VPAT, HRC	532-9785
FINAL DRIVE, 74"	510-9717
ENGINE	575-9709
AIR CLEANER, STANDARD	521-4270
UC, HDXL	523-9388
TRACK, 24", ES, HDXL	575-7733
GUARD GUIDING, CENTER, HDXL	606-5091
RIPPER CONTROL PACKAGE	515-7372
FAN, STANDARD	510-1530
BATTERY, STANDARD PACKAGE	550-5561
LIGHTS, 6, LED, VPAT	575-5507
CAB, PREMIUM	583-9463
GRAB HANDLES, VPAT	505-5306
SEAT, STANDARD	470-7252
PREMIUM CORP RADIO (12V)	579-5779
REAR CAMERA	577-8623
FLOOR, CAB, PREMIUM	543-1114
AIR CONDITIONING, QUICK DISC	575-9698
AIR FILTER, CAB	441-9252
ARO W/ ASSIST	587-7162
JOYSTICK, ARO/GRADE, VPAT	435-5759
DOZER CTL, ARO/GRADE, VPAT	550-5571
PROD LINK, PLE643/PLE743 RADIO	577-7697
FUEL TANK, BASIC	508-1610
RADIATOR, STANDARD HRC	510-1531
GUARD, BOTTOM, VPAT	550-5585
RIPPER PKG, STRAIGHT TEETH	515-3715
BULLDOZER PACKAGE, VPAT	515-3737
HYDRAULIC OIL, STANDARD	550-5600
ENGINE COOLANT, -35F	579-5798
LUBRICANT, STANDARD	579-5795
LIGHT, UNDERHOOD	575-5503
OIL CHANGE SYSTEM, HIGH SPEED	523-8887
BLADE, VPAT	575-9796
COMPLETE STORAGE PROTECTION	0G-9236
PACK-DISMOUNTED OR N.I. BLADE	0G-3256
SCREEN, REAR, HINGED	599-7940
SCREEN, SIDES, HINGED	600-1434

DESCRIPTION	REF.#
GUARD, LIGHTS, PREMIUM, VPAT	575-5630
OPEN SWEEPS, PACKAGE, VPAT	532-9799
FAN, REVERSING	510-1532

STANDARD EQUIPMENT

POWERTRAIN

C7.1 Caterpillar diesel engine
Enhanced auto shift (EAS)
Torque divider, lock up clutch
Transmission, electronically controlled powershift, 3-Speed
Shift management:
-automatic directional and downshift
-controlled throttle, load compensated
-programmable/selectable bi-directional shifting
-Infinite ground speed adjustment (GSA)
Air cleaner, integrated pre-cleaner with dust ejector
Aftercooler, air to air (ATAAC)
Coolant, extended life
Fuel priming pump, electric
Radiator, aluminum bar plate
Starting aid, ether ready, automatic

UNDERCARRIAGE

Carrier rollers, lifetime lubricated
Equalizer bar
Idlers, sealed and lubricated
Rollers, lifetime lubricated
Track adjusters, hydraulic
Track roller frames, tubular
Track, sealed and lubricated
Sprocket segments, replaceable

HYDRAULICS

Independent steering and implement pumps
Load sensing hydraulics
Fan, hydraulic, cold weather

ELECTRICAL

LED lights
Alarm, backup
Alternator, 105 A
Batteries, two maintenance-free 12 V
(950 cca) (24 V system)
Converter, one 15A 12V outlets
Horn, forward warning
Starter, 24 V

OPERATOR ENVIRONMENT

One-piece cab, sound suppressed:
-Integrated rollover protection IROPS/FOPS
-Cab-mounted modular HVAC system
8-inch (203 mm) gauge cluster display
Cloth seat
Machine Security System
Lights - 4 LED
Slope Indicate
Cupholders
Electro-hydraulic implement steering controls
Footpads, dash
Glovebox
Lunchbox storage
Mirror, rear view
Seatbelt, retractable, 76mm (3 inch)
Wipers
Mounts, cab, viscous

TECHNOLOGY PRODUCTS

RADIOS - Authorization varies by country please contact your Cat marketing representative with questions or click on the link below:https://dealer.cat.com

PRODUCT LINK- Availability varies by country, please contact your Cat marketing representative with questions or click on the link below:

/en/products/technology.html

https://dealer.cat.com/pl/certification

OTHER STANDARD EQUIPMENT

Mounts, cab, viscous
C-Frame, cylinders (VPAT) and lines
Ecology drains (engine oil, engine coolant, powertrain case, hydraulic)
Engine enclosures, perforated, lockable
Extended service intervals (500 hrs engine, 1000 hrs powertrain)
Front pull device
Grill, radiator, heavy duty
Ground level service center with remote electrical disconnect and secondary shutdown switch
Guards, hinged bottom
Pitch link, adjustable (VPAT)
Pressure taps, centralized & remote mounted
Scheduled Oil Sampling (SOS) ports
Rear access ladder
Shovel holder
Drawbar

DATE: September 18, 2021
QUOTE #[redacted]

WILLIAMSON COUNTY FLEET
RON ROBERTS

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Jeffrey Kell
512.917.3277

One (1) New Caterpillar Inc. Model: CS56B Paving and Compaction with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: [redacted]

SALE PRICE	$168,517.00
TOTAL PRICE	**$168,517.00**
SUB TOTAL	**$168,517.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$168,517.00**

List Price	**$224,349.00**
Sourcewell Discount 19%	**($42,636.00)**
Adjusted Sales price	**$181,713.00**
Dealer Prep	**$1,300.00**
Delivery	**$450.00**
Holt Cat discount	**(14,946.00)**
Total Sourcewell Purchase price	**$168,517.00**

WARRANTY

Standard Warranty: **12 Month/Unlimited Hours Total Machine**

169,777

Extended Warranty Powertrain, Hydraulics, and Technology ADD:
-48 month or 2000 hours - $1,260.00
-60 months or 2,500 hours - $1,728.00

SOURCEWELL -#032119-CAT

NOTES

Sales price includes – Beacon, 12 month No Charge Field Service, Service and Operation Maintenance Manuals, Delivery
Pricing good until 12/31/2022 and delivery in 2022

DATE: September 18, 2021QUOTE #:Quote [redacted]

MACHINE SPECIFICATIONS

STOCK NUMBER: HLK046629

DESCRIPTION	REF.#
CS56B VIBRATORY COMPACTOR	433-1614
LANE 2 ORDER	0P-9002
ENGINE, TIER 4F/STAGE 4	420-9160
FUEL SYSTEM, DOOR	479-9015
OIL, HYDR, FACTORY FILLED	362-4940
PLATFORM, ROPS/FOPS	435-8035
SEAT, VINYL	356-1226
SEAT BELT, 2"	382-9003
LANGUAGES, OPTION 1	477-9990
PRODUCT LINK, CELLULAR PL641	454-5454
SENSOR, DRIVE POWER	441-6675
TIRES, 23,1-26 TI 8PR	203-4717
FREQUENCY, VARIABLE	355-3546
SCRAPER, POLYURETHANE	360-0500
NO BLADE	357-6261
INSTRUCTIONS, NA PLATFORM	437-9888
LIGHTING, WARNING	355-3059
LIGHTS, UPGRADED	355-3056
MIRRORS, REARVIEW, EXTERNAL	354-5413
GUARD, TRANSMISSION	355-2660
INSTALLATION, ROPS/FOPS	454-0250
PACK, DOMESTIC TRUCK	0P-0210

STANDARD EQUIPMENT

POWERTRAIN

CAT C4.4 four cylinder, turbo-charged diesel engine with glow-plug heater
Dual element air cleaner
Fuel filter/water separator/electronic priming pump and water indicator
Three-speed throttle switch Including ECOMODE

Dual propel pumps - 1 for drum and 1 for tires
Dual braking systems (service & parking, drum only)
Two-speed hydrostatic transmission
Limited slip differential

ELECTRICAL

24-volt starting and charging system

(2 front-facing and 2 rear-facing)

alternator
(2) Maintenance free batteries - 750 CCA
Halogen working lights - canopy mounted

Backup alarm and forward warning horn
Product Link Ready
Beacon Ready

OPERATOR ENVIRONMENT

ROPS/FOPS platform
Four heavy-duty isolation mounts
Platform handrails/guardrails
Power steering
Adjustable tilt-steering column
Adjustable, rotating suspension seat
Retractable seat belt
Adjustable, padded arm rest for propel lever operation
On-board display with audible warning alarm and interface for:
-hydraulic oil temperature gauge,
-engine oil pressure gauge,
-engine coolant temperature gauge
-alternator charge,
-fuel level gauge,
-service hour meter,
-engine RPM
-ground speed, vibe speed
-fuel rate gauge
-engine load gauge
-basic compaction measurement
Lockable, vandalism guard for on-board display
12-volt power point

COOLING

Premixed 50% concentration of Extended Life Coolant with freeze protection

to -37C (-35F)

DRUMS

Smooth drum
84" (2134 mm) wide x 60.4" (1534 mm) diameter
Dual amplitude with single frequency

Dual, pod-style eccentric weight housings
Front adjustable steel scraper

OTHER STANDARD EQUIPMENT

Locking composite engine enclosure
Sealed-for-life hitch bearings
Sight gauges:
-coolant level
-hydraulic oil level
Hydraulic tank locking cap
Articulated frame with safety lock
Transport tie-down and lift points

Fuel tank with lockable cap
Quick connect hydraulic pressure test ports
SOS ports:
-engine
-hydraulic
-coolant
Universal bumper

DATE: September 24, 2021
QUOTE #[redacted]

WILLIAMSON COUNTY FLEET
Shea Web

3151 SE INNER LOOP STE B
GEORGETOWN, TEXAS 78626-6343

Jeffrey Kell
512.917.3277

One (1) New Caterpillar Inc Model: 120 Motor Graders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: [redacted]

SALE PRICE	$255,192.00
TOTAL PRICE	**$255,192.00**
SUB TOTAL	**$255,192.00**
TOTAL SOURCEWELL PURCHASE PRICE	**$255,192.00**

List price	**$401,391.00**
Sourcewell discount 34%	**($136, 473.00)**
Adjusted Price	**$264,918.00**
Dealer Prep	**$2,220.00**
Delivery	**$750.00**
Holt Cat Discount	**($12,696.00)**
Total Sourcewell Purchase Price	**$255,192.00**

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine

Add Extended Warranty Powertrain, Hydraulics, Technology
48 mo/2000 hr $3210.
48 mo/3000 hr $3610
60mo/3000 hr $4830

260,022

Sourcewell #32119-CAT

NOTES

Leveler Control, Front Scarifer Push Block, Beacon
Includes 12 month Field Service no Charge
Pricing good until 12/31/2021 and delivery in 2022

DATE: September 24, 2021QUOTE #:Quote [redacted]

MACHINE SPECIFICATIONS

STOCK NUMBER: [redacted]

DESCRIPTION	REF.#
120 14B MOTOR GRADER	468-2237
GLOBAL ARRANGEMENT LVR	561-9459
MOLDBOARD, 14' BASIC	320-7431
WEATHER, STANDARD TND	467-7404
ACCUMULATORS, WITH ARO, LVR	468-2255
DRAIN, HIGH SPEED, ENGINE OIL	505-7041
LIGHTS, ARM, FOLD DOWN, LED	563-2430
STARTER, STANDARD DUTY	462-6512
CAB, ROPS, PREMIUM, LVR, TND	461-3559
SEAT COMFORT, SUSPENSION, LVR	461-3554
COMFORT PACKAGE, PREMIUM, LVR	471-5352
PRODUCT LINK, CELLULAR PLE742	491-5100
CAT GRADE ARO, LVR, TND	468-2246
TIRES, 17.5R25 BS VKT * D2A MP	252-0775
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
LANGUAGE, ENGLISH	462-6595
LOW BAR, HALOGEN, LVR, TND	565-5395
LIGHTS, WORKING, PLUS,HAL,LVR	468-7619
LIGHTS, CAB HALOGEN, LVR	490-2608
ALTERNATOR, 150 AMP	438-5769
NO LOCK OUT	461-3545
CAMERA, REAR VISION, LVR	492-0617
MIRRORS, EXTERNAL, BASE, LVR	483-9353
WIPER, REAR, LVR	471-5346
GUARD, BOTTOM	453-4972
PUSH PLATE, COUNTERWEIGHT	336-1559
STARTING AID	422-6605
JUMP START RECEPTACLE	506-4261
HVAC, BASIC,W/O AIR COMPRESSOR	510-8447
DECALS, ENGLISH (U.S)	472-5087

DESCRIPTION	REF.#
DRAWBAR,TOP ADJUST,HYD TIP,LVR	468-1607
REAR PANEL W/O ACCESS DOOR	518-1195
ROLL ON-ROLL OFF	0P-2265
LANE 3 ORDER	0P-9003
ENGINE, STAGE V AND T4 FINAL	590-7345
FUEL FILTER, NEXT GEN	574-8803
GROUND LEVEL, FUELING	577-8014
FAN, STANDARD TND	575-7683
SEAT BELT	594-6359
BASE+2(TIP,MMS), ARO, LVR	599-8687
MMS-V TYPE W/O BOLSTER BRACKET	468-2229
DRAWBAR,TOP ADJUST,HYD TIP,LVR	468-1607
FAN, REVERSING TND	575-7684

Commissioners Court - Regular Session **84.**

Meeting Date: 10/19/2021

Pick-Up Trucks and Ford Explorer Purchase from Silsbee Ford for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving purchase of three (3) 2022 Ford F-250 Regular Cab Trucks in the amount of $27,933.25 for each and one (1) 2022 Ford F-250 Regular Cab Truck 4x4 in the amount $30,083.75, one (1) 2022 Ford Crew Cab in the amount of 66,021.50 and one (1) base model Ford Explorer in the amount of $28,855.50 for a total amount of $209,360.50. All quotes include a one-time administrative fee of $300 per purchase order from Silsbee Ford as per GoodBuy Contract #20-8F000.

Background

Approval of this purchase will support the Road and Bridge Department. The Fleet Services and Budget Department have both reviewed this purchase. Department contact: Shea Webb, Funding Source: 01.0200.0210.005700 and approved in the FY22 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 11:40 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:42 AM
Form Started By: Andrew Portillo		Started On: 10/05/2021 02:37 PM
Final Approval Date: 10/14/2021		

goodbuy
Purchasing Program of the Education Service Center, Region 2

PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: SHEA WEBB
Email:
Product Description: FORD F-250

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: September 16, 2021

A. **Bid Item:** 5 **A. Base Price:** $ 25,990.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -	66S	UPFITTER SWITCHES	$ 165.00
F2A	2022 REGULAR CAB 4X2 LWB	$ -			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM W/SYNC	INCL			
	TRAILER TOW PACKAGE	INCL			
	6.2L V8; 6-SPD AUTOMATIC	INCL			
	8FT BED	INCL			
90L	POWER WINDOWS AND LOCKS	$ 915.00			
52B	TRAILER BRAKE CONTROL	$ 270.00			
525	CRUISE CONTROL	$ 235.00			

Total of B. Published Options: $ 1,585.00

Published Option Discount (5%) $ (79.25)

C. **Additional Options [not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
90-120 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Subcontractor Equipment Price:** $ -

G. **Additional Delivery Charge:** 250 **miles** $ 437.50

H. **Subtotal:** $ 27,933.25

I. **Quantity Ordered** 3 **x K =** $ 83,799.75

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $ 300.00

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 84,099.75

PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: SHEA WEBB
Email:
Product Description: FORD F-250

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: September 16, 2021

A. **Bid Item:** 5 **A. Base Price:** $ 25,990.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -	66S	UPFITTER SWITCHES	$ 165.00
F2B	2022 REGULAR CAB 4X4 LWB	$ 2,790.00			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM W/SYNC	INCL			
	TRAILER TOW PACKAGE	INCL			
	6.2L V8; 6-SPD AUTOMATIC	INCL			
	8FT BED	INCL			
90L	POWER WINDOWS AND LOCKS	$ 915.00			
52B	TRAILER BRAKE CONTROL	$ 270.00			
525	CRUISE CONTROL	$ 235.00			

Total of B. Published Options: $ 4,375.00

Published Option Discount (5%) $ (218.75)

C. **Additional Options [not to exceed 25%]** $= -1.6 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR	MY22F2B AS SPEC ADJSUTMENT	$ (500.00)
90-120 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ (500.00)

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Subcontractor Equipment Price:** $ -

G. **Additional Delivery Charge:** 250 miles $ 437.50

H. **Subtotal:** $ 30,083.75

I. **Quantity Ordered** 1 **x K =** $ 30,083.75

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 30,083.75

PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: SHEA WEBB
Email:
Product Description: FORD F-350

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: September 15, 2021

A. **Bid Item:** 7.27 ALT — **A. Base Price:** $ 31,868.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
		$ -	66S	UPFITTER SWITCHES	$ 165.00
W3AL	2022 CREW CAB 4X2 SRW	$ -			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM STERIO; SYNC	INCL			
	6.2L V8- 10-SPD AUTOMATIC	INCL			
	TRAILER TOW PACKAGE	INCL			
	8FT BED				
90L	POWER WINDOWS AND LOCKS	$ 1,125.00			
52B	TRAILER BRAKE CONTROL	$ 270.00			
525	CRUISE CONTROL	$ 235.00			

Total of B. Published Options: $ 1,795.00

Published Option Discount (5%) $ (89.75)

C. **Additional Options [not to exceed 25%]** $= -3.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR	MY22W2A AS SPEC ADJUSSTMENT	$ (1,000.00)
90-120 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: $ (1,000.00)

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	$ -
F.	**Subcontractor Equipment Price:**	$ -
G.	**Additional Delivery Charge:** 250 **miles**	$ 437.50
H.	**Subtotal:**	$ 33,010.75
I.	**Quantity Ordered** 2 **x K =**	$ 66,021.50
J.	**Trade in:**	$ -
K.	**GOODBUY Administrative Fee ($300 per purchase order)**	$
L.	**TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE**	$ 66,021.50

PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: WILLIAMSON COUNTY
Contact: SHEA WEBB
Email:
Product Description: FO RD EXPLORER

Prepared by: MICHAEL WILEY
Phone: 254-541-9061
Email: mwiley.silsbeefleet@gmail.com
Date: September 16, 2021

A. **Bid Item:** 1 **A. Base Price:** $ 28,418.00

B. **Factory Options**

Code	Options	Bid Price	Code	Options	Bid Price
K7B	2022 BASE MODEL RWD	$ -			
	2.3L ECOBOOST I-4; 10-SPD AUTOMATIC	INCL			
	CLOTH 7 PASSENGER SEATS	INCL			
	CARPET FLOORS; CRUISE CONTROL	INCL			
	POWER WINDOWS AND LOCKS	INCL			
	AM/FM W.BLUETOOTH	INCL			

Total of B. Published Options: $ -

Published Option Discount (5%) $ -

C. **Additional Options [not to exceed 25%]** $= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
90-120 DAYS ESTIMATED IF NOT IN STOCK AT	DELIVERY		
TIME OF PURCHASE			

Total of C. Unpublished Options: $ -

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Subcontractor Equipment Price:** $ -

G. **Additional Delivery Charge:** 250 miles $ 437.50

H. **Subtotal:** $ 28,855.50

I. **Quantity Ordered** 1 **x K =** $ 28,855.50

J. **Trade in:** $ -

K. **GOODBUY Administrative Fee ($300 per purchase order)** $

L. **TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE** $ 28,855.50

Commissioners Court - Regular Session **85.**

Meeting Date: 10/19/2021

T1740 Sam Bass Interim Signals Change Order No. 3_Balancing

Submitted By: Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Change Order No. 3 in the amount of -$51,416.50 for Project T1740 Sam Bass Interim Signals (Austin Traffic Signal), a Road Bond project in Commissioner Pct. 1 P:462 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order adds fifty-eight (58) days to the project for various reasons. Working around unknown utilities caused delays to the work. Signal poles were changed from timber to steel with concrete foundations because there was not enough right of way for a guy wire to support the timber poles. Material fabrication time was longer than planned due to the pandemic and the Contractor's workforce tested positive for Covid-19 during the project and work on the project was halted for the crew to recover.

This Change Order results in a decrease of $51,416.50 to the Contract amount, for an adjusted Contract total of $303,953.36. The original Contract amount was $319,866.00. Accounting for this Change Order and all other Change Orders, $15,912.64 has been deducted from the Contract, resulting in an 5% net decrease in the Contract cost. Fifty-eight (58) days will be added to the Contract as a result of this Change Order.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

T1740-SamBassInterimSignals-CO#03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 09:50 AM
Form Started By: Mayra Ramos		Started On: 10/07/2021 09:22 AM
Final Approval Date: 10/14/2021		

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 3

1. CONTRACTOR: **Austin Traffic Signal**

2. Change Order Work Limits: Sta. **N/A** to Sta. **N/A**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E** (3 Max. - In order of importance - Primary first)

Project:	*T1740*
Roadway:	**Sam Bass Interim Signals**
CSJ Number:	

5. Describe the work being revised:

2E: Differing Site Conditions. Miscellaneous difference in site conditions (unforeseeable). This Change Order provides the final balancing for the overrun/underrun of Contract Quantities on the project as a result of addressing field conditions not accounted for in the original plans.

6. Work to be performed in accordance with Items: **See attached.**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10-5-21

By

Typed/Printed Name Edward C. Schroeder

Typed/Printed Title V.P.

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **58**

Amount added by this change order: **($51,416.50)**

RECOMMENDED FOR EXECUTION:

Project Manager 10/5/21 Date

Design Engineer N/A Date

Program Manager 10/5/2021 Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *2* ***Project #*** *T1740*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$5,500.00	2.00	$11,000.00	2.50	4.50	$24,750.00	$13,750.00
506 6041	BIODEG EROSN CONT LOGS (INSTL) (12")	LF	$4.00	650.00	$2,600.00	(650.00)	0.00	$0.00	($2,600.00)
506 6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	$2.00	650.00	$1,300.00	(650.00)	0.00	$0.00	($1,300.00)
618 6046	CONDT (PVC) (SCH 80) (2")	LF	$25.00	470.00	$11,750.00	(223.00)	247.00	$6,175.00	($5,575.00)
618 6053	CONDT (PVC) (SCH 80) (3")	LF	$35.00	210.00	$7,350.00	(24.00)	186.00	$6,510.00	($840.00)
618 6074	CONDT (RM) (3")	LF	$20.00	140.00	$2,800.00	(140.00)	0.00	$0.00	($2,800.00)
620 6007	ELEC CONDR (NO.8) BARE	LF	$1.50	170.00	$255.00	(70.00)	100.00	$150.00	($105.00)
620 6008	ELEC CONDR (NO.8) INSULATED	LF	$2.00	1,280.00	$2,560.00	14.00	1,294.00	$2,588.00	$28.00
620 6009	ELEC CONDR (NO.6) BARE	LF	$3.00	100.00	$300.00	(40.00)	60.00	$180.00	($120.00)
620 6010	ELEC CONDR (NO.6) INSULATED	LF	$4.00	200.00	$800.00	(80.00)	120.00	$480.00	($320.00)
627 6002	TIMBER POLE (CL 2) 40 FT	EA	$2,000.00	8.00	$16,000.00	(2.00)	6.00	$12,000.00	($4,000.00)
666 6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	LF	$3.00	100.00	$300.00	25.00	125.00	$375.00	$75.00
666 6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	LF	$20.00	88.00	$1,760.00	86.00	174.00	$3,480.00	$1,720.00
666 6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$1.00	353.00	$353.00	(49.00)	304.00	$304.00	($49.00)
666 6224	PAVEMENT SEALER 4"	LF	$1.00	353.00	$353.00	(49.00)	304.00	$304.00	($49.00)
666 6226	PAVEMENT SEALER 8"	LF	$1.50	100.00	$150.00	25.00	125.00	$187.50	$37.50
666 6230	PAVEMENT SEALER 24"	LF	$2.50	88.00	$220.00	(1.00)	87.00	$217.50	($2.50)
677 6001	ELIM EXT PAV MRK & MRKS (4")	LF	$15.00	15.00	$225.00	(15.00)	0.00	$0.00	($225.00)
677 6003	ELIM EXT PAV MRK & MRKS (8")	LF	$20.00	12.00	$240.00	2.00	14.00	$280.00	$40.00
TOTALS					$60,316.00			$57,981.00	($2,335.00)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3 ***Project # T1740***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	**DESCRIPTION**	**UNIT**	**UNIT PRICE**	**QUANTITY**	**ITEM COST**	**QUANTITY**	**QUANTITY**	**ITEM COST**	**OVERRUN/ UNDERRUN**
677 6007	ELIM EXT PAV MRK & MRKS (24")	LF	$25.00	21.00	$525.00	(6.00)	15.00	$375.00	($150.00)
678 6001	PAV SURF PREP FOR MRK (4")	LF	$1.00	353.00	$353.00	(49.00)	304.00	$304.00	($49.00)
678 6004	PAV SURF PREP FOR MRK (8")	LF	$1.00	100.00	$100.00	25.00	125.00	$125.00	$25.00
678 6008	PAV SURF PREP FOR MRK (24")	LF	$1.00	88.00	$88.00	(1.00)	87.00	$87.00	($1.00)
684 6031	TRF SIG CBL (TY A)(14 AWG)(5 CONDR)	LF	$2.00	2,630.00	$5,260.00	(45.00)	2,585.00	$5,170.00	($90.00)
6292 6002	RVDS(ADVANCE DETECTION ONLY)	EA	$4,591.00	4.00	$18,364.00	(4.00)	0.00	$0.00	($18,364.00)
999-WC01	FORCE ACCOUNT	DOL	$1.00	25,000.00	$25,000.00	(25,000.00)	0.00	$0.00	($25,000.00)
REVISIONS TO ITEMS ADDED BY PREVIOUS CHANGE ORDERS									
686-6007	INS TRF SIG PL AM (S)STR(TY B)(INCL. FOUNDATION) (CO#1)	EA	$5,400.00	2.00	$10,800.00	(1.00)	1.00	$5,400.00	($5,400.00)
684-6079	TRF SIG CBL(TY C)(12 AWG)(2 CONDR) (CO#1)	LF	$2.50	370.00	$925.00	(21.00)	349.00	$872.50	($52.50)
The "Totals" from Table B of the previous work sheet:					$60,316.00			$57,981.00	($2,335.00)
TOTALS					$121,731.00			$70,314.50	($51,416.50)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Sam Bass Interim Signals
Williamson County Project No. T1740

Change Order No. 3

Reason for Change

This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

This Change Order adds fifty-eight (58) days to the project for various reasons. Working around unknown utilities caused delays to the work. Signal poles were changed from timber to steel with concrete foundations because there was not enough right-of-way for a guy wire to support the timber poles. Material fabrication time was longer than planned due to the pandemic and the Contractor's workforce tested positive for Covid 19 during the project and work on the project was halted for the crew to recover.

This Change Order results in a decrease of $51,416.50 to the Contract amount, for an adjusted Contract total of $303,953.36. The original Contract amount was $319,866.00. Accounting for this Change Order and all other Change Orders, $15,912.64 has been deducted from the Contract, resulting in an 5% net decrease in the Contract cost. Fifty-eight (58) days will be added to the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session **86.**

Meeting Date: 10/19/2021

Patin Construction T4609 Tradesman's Industrial Park CO 1

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No 1, to contract number IFB T4609, in the amount of $15,000.00 for Tradesman's Industrial Park & 79 Business Park Improvements. Funding source: 01.0200.0210.003599.

Background

Original contract amount was $343,399.00. With the addition of this change order, of $15,000.00, new contract amount will be $358,399.00. The positive change order is the result of the need to place the flowable backfill in front of the newly installed gutter and ribbon curb for structural support.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Patin Construction T4609 Tradesman's Industrial Park CO 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:27 AM
Form Started By: Vicky Edwards		Started On: 10/11/2021 11:11 AM
Final Approval Date: 10/14/2021		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: **Patin Construction**

2. Change Order Work Limits: Sta. _____ to Sta. _____

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **3F** (3 Max. - In order of importance - Primary first)

Project:	***T4609***
Roadway:	***Tradesman Improvements***
Purchase Order Number:	

5. Describe the work being revised:

Additional Work Desired By the County

6. Work to be performed in accordance with Items:
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10-5-2021

By Jonathan McAnulty

Typed/Printed Name Jonathan McAnulty

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: _____

Amount added by this change order: **$15,000.00**

RECOMMENDED FOR EXECUTION:

10-5-21
Project Manager / Construction Observer — Date

10/5/21
Design Engineer — Date

10/5/21
Program Manager — Date

Design Engineer's Seal:

STATE OF TEXAS
KON Q. KWAN
90584
LICENSED PROFESSIONAL ENGINEER

County Commissioner Precinct 1 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 — Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 — Date
☐ APPROVED ☐ REQUEST APPROVAL

☐ County Judge — Date
APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1 ***Project # T4609***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
401-6003	Flowable Fill (Curb Bacfill)	CY				60.00	60.00	$250.00	$15,000.00
						0.00			$0.00
						0.00			
						0.00			
						0.00			
						0.00			
						0.00			
TOTALS					$0.00				$15,000.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Commissioners Court - Regular Session **87.**

Meeting Date: 10/19/2021

Award IFB #21IFB15 South Bounds Street Overlay

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #21IFB15 South Bounds Street Overlay to Chasco Constructors for $889,988.00 and authorizing the execution of the agreement. Funding source is P374.

Background

The Purchasing Department solicited sealed bids for IFB #21IFB15 South Bounds Street Overlay. Seven Hundred and Seventy (770) vendors were invited to bid and two (2) vendors participated in the solicitation of which one (1) submitted a bid. One bid was received by Chasco Constructors and was found to be responsive and materially balanced. The bidder was 14.6% higher than the Engineer's Estimate. In addition to meeting the bid qualifications subject to being the only bidder, Chasco Constructors has successfully completed many past Williamson County projects (Inner Loop Safety Improvements, CR 258-Sunset Ridge to Reagan, and CR 110 South) performing similar work. Based on the previous quality of work done for Williamson County and their bid of $889,988.00, we concur with the Design Engineer's (RS&H) Recommendation of Award for the South Bounds Street Overlay (Thrall Project) contract to Chasco Constructors in the amount of $889,988.00. Point of contact is Kim Scherer of HNTB.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation of Award

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/13/2021 11:33 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 08:32 AM
Form Started By: Kim Chappius		Started On: 10/11/2021 03:20 PM
Final Approval Date: 10/14/2021		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

October 11, 2021

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
South Bounds Street Overlay (Thrall Project)
Williamson County Project No. 21IFB15
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. Only one bid was received, however the bidder (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid total:

1. Chasco Constructors $ 889,988.00

The bidder was 14.6% higher than the Engineer's Estimate.

In addition to meeting the bid qualifications subject to being the only bidder, Chasco Constructors has successfully completed many past Williamson County projects (Inner Loop Safety Improvements, CR 258-Sunset Ridge to Reagan, and CR 110 South) performing similar work. Based on the previous quality of work done for Williamson County and their bid of $889,988.00, we concur with the Design Engineer's (RS&H) Recommendation of Award for the South Bounds Street Overlay (Thrall Project) contract to Chasco Constructors in the amount of $889,988.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation
Christen Eschberger
Christen Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
21IFB15-South Bounds Street Overlay (Thrall Project)
September 29, 2021

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Chasco Constructors	$ 889,988.00	1	$113,388.00	14.6%	$ -	0.0%

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0100-6002	PREPARING RIGHT OF WAY	21	STA	$ 1,850.00	$ 38,850.00	$ 4,100.00	$ 86,100.00
2	0104-6009	REMOVING CONC (RIPRAP)	67	SY	$ 23.00	$ 1,541.00	$ 40.00	$ 2,680.00
3	0104-6017	REMOVING CONC (DRIVEWAYS)	326	SY	$ 40.00	$ 13,040.00	$ 30.00	$ 9,780.00
4	0104-6029	REMOVING CONC (CURB AND GUTTER)	1,220	LF	$ 9.00	$ 10,980.00	$ 12.00	$ 14,640.00
5	0132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	72	CY	$ 50.00	$ 3,600.00	$ 30.00	$ 2,160.00
6	0160-WC01	FURNISHING AND PLACING TOPSOIL (4")	1,080	SY	$ 5.00	$ 5,400.00	$ 3.00	$ 3,240.00
7	0164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	540	SY	$ 1.00	$ 540.00	$ 2.10	$ 1,134.00
8	0164-WC05	SEEDING FOR EROSION CONTROL (PERM)(WARM)(TY 5)	1,080	SY	$ 1.00	$ 1,080.00	$ 1.10	$ 1,188.00
9	0166-6002	FERTILIZER	0	TON	$ 2,000.00	$ 200.00	$ 900.00	$ 90.00
10	0168-WC01	VEGETATIVE WATERING	32	MG	$ 45.00	$ 1,440.00	$ 35.00	$ 1,120.00
11	0247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	91	CY	$ 120.00	$ 10,920.00	$ 125.00	$ 11,375.00
12	0316-6467	AGGR (TY-D GR-5)	51	CY	$ 150.00	$ 7,650.00	$ 130.00	$ 6,630.00
13	0316-6413	ASPH (AC-15P, HFRS-2P OR CRS-2P)	2,465	GAL	$ 5.00	$ 12,325.00	$ 5.00	$ 12,325.00
14	0340-6122	D-GR HMA(SQ) TY-D PG70-22	1,325	TON	$ 110.00	$ 145,750.00	$ 105.00	$ 139,125.00
15	0351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR(6")	1,311	SY	$ 40.00	$ 52,440.00	$ 58.00	$ 76,038.00
16	0354-6005	PLAN & TEXT ASPH CONC PAV(2" TO 4")	823	SY	$ 15.00	$ 12,345.00	$ 15.00	$ 12,345.00
17	0420-6071	CL C CONC (COLLAR)	2	EA	$ 1,370.00	$ 2,740.00	$ 800.00	$ 1,600.00
18	0420-6074	CL C CONC (MISC)	0	CY	$ 695.00	$ 20.85	$ 26,000.00	$ 780.00
19	0432-6001	RIPRAP (CONC)(4 IN)	12	CY	$ 600.00	$ 7,200.00	$ 1,000.00	$ 12,000.00
20	0432-6003	RIPRAP (CONC)(6 IN)	27	CY	$ 440.00	$ 11,880.00	$ 650.00	$ 17,550.00
21	0464-6002	RC PIPE (CL III)(15 IN)	70	CY	$ 100.00	$ 7,000.00	$ 100.00	$ 7,000.00
22	0464-6003	RC PIPE (CL III)(18 IN)	761	LF	$ 60.00	$ 45,660.00	$ 100.00	$ 76,100.00
23	0464-6005	RC PIPE (CL III)(24 IN)	180	LF	$ 75.00	$ 13,500.00	$ 120.00	$ 21,600.00
24	0465-6014	INLET (COMPL)(PCO)(3FT)(LEFT)	3	EA	$ 6,355.00	$ 19,065.00	$ 5,500.00	$ 16,500.00
25	0466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	1	EA	$ 6,950.00	$ 6,950.00	$ 4,686.00	$ 4,686.00
26	0466-6005	HEADWALL (CH - FW - 0) (DIA = 24 IN)	1	EA	$ 6,950.00	$ 6,950.00	$ 5,000.00	$ 5,000.00
27	0467-6337	SET (TY II) (15 IN) (RCP) (3: 1) (P)	2	EA	$ 1,050.00	$ 2,100.00	$ 1,800.00	$ 3,600.00
28	0467-6357	SET (TY II) (18 IN) (RCP) (3: 1) (P)	3	EA	$ 745.00	$ 2,235.00	$ 2,000.00	$ 6,000.00
29	0467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	1	EA	$ 1,295.00	$ 1,295.00	$ 2,300.00	$ 2,300.00
30	0467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	5	EA	$ 1,720.00	$ 8,600.00	$ 2,600.00	$ 13,000.00
31	0467-6391	SET (TY II) (24 IN) (RCP) (4: 1) (P)	1	EA	$ 2,010.00	$ 2,010.00	$ 3,500.00	$ 3,500.00
32	0467-6395	SET (TY II) (24 IN) (RCP) (6: 1) (P)	1	EA	$ 2,285.00	$ 2,285.00	$ 3,800.00	$ 3,800.00
33	0481-6002	PIPE (PVC) (SDR - 35) (6 IN)	10	LF	$ 150.00	$ 1,500.00	$ 80.00	$ 800.00
34	0479-6001	ADJUSTING MANHOLES	5	EA	$ 1,000.00	$ 5,000.00	$ 450.00	$ 2,250.00
35	0479-6005	ADJUSTING MANHOLES (WATER VALVE BOX)	1	EA	$ 1,000.00	$ 1,000.00	$ 250.00	$ 250.00
36	0496-6004	REMOV STR (SET)	2	EA	$ 755.00	$ 1,510.00	$ 500.00	$ 1,000.00
37	0496-6006	REMOV STR (HEADWALL)	5	EA	$ 3,615.00	$ 18,075.00	$ 750.00	$ 3,750.00
38	0496-6007	REMOV STR (PIPE)	261	LF	$ 25.00	$ 6,525.00	$ 25.00	$ 6,525.00
39	0500-6001	MOBILIZATION	1	LS	$ 66,055.00	$ 66,055.00	$ 88,000.00	$ 88,000.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
40	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	3	MO	$ 5,000.00	$ 15,000.00	$ 10,000.00	$ 30,000.00
41	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2,300	LF	$ 2.50	$ 5,750.00	$ 3.00	$ 6,900.00
42	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2,300	LF	$ 0.50	$ 1,150.00	$ 1.00	$ 2,300.00
43	0529-6008	CONC CURB & GUTTER (TY II)	1,048	LF	$ 30.00	$ 31,440.00	$ 25.00	$ 26,200.00
44	0529-6024	CONC CURB (MOUNTABLE)	35	LF	$ 30.00	$ 1,050.00	$ 25.00	$ 875.00
45	0529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	846	LF	$ 25.00	$ 21,150.00	$ 22.00	$ 18,612.00
46	0529-6038	CONC CURB (RIBBON)	137	LF	$ 30.00	$ 4,110.00	$ 22.00	$ 3,014.00
47	0530-6017	DRIVEWAYS (CONC) (HES)	326	SY	$ 100.00	$ 32,600.00	$ 110.00	$ 35,860.00
48	0644-6067	IN SM RD SN SUP&AM (INST SIGN ONLY)	12	EA	$ 200.00	$ 2,400.00	$ 245.00	$ 2,940.00
49	0644-6068	RELOCATE SM RD SN SUP&AM TY 10BWG	7	EA	$ 500.00	$ 3,500.00	$ 650.00	$ 4,550.00
50	0662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	400	EA	$ 1.00	$ 400.00	$ 5.50	$ 2,200.00
51	0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	248	LF	$ 10.00	$ 2,480.00	$ 11.00	$ 2,728.00
52	0666-6093	REFL PAV MRK TY I (W)(RR XING)(100MIL)	1	EA	$ 700.00	$ 700.00	$ 1,750.00	$ 1,750.00
53	0666-6126	REFL PAV MRK TY I (Y)4"(SLD)(100MIL)	3,566	LF	$ 1.00	$ 3,566.00	$ 1.00	$ 3,566.00
54	0666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	37	LF	$ 10.00	$ 370.00	$ 11.00	$ 407.00
55	0672-6009	REFL PAV MRKR TY II-A-A	46	EA	$ 7.00	$ 322.00	$ 11.00	$ 506.00
56	0672-9999	REFL PAV MRKR TY II- B-B	4	EA	$ 7.00	$ 28.00	$ 11.00	$ 44.00
57	0760-6001	DITCH CLEANING AND RESHAPING (FOOT)	1,492	LF	$ 8.00	$ 11,936.00	$ 15.00	$ 22,380.00
58	0764-6025	STORM SEWER CLEANING (ALL SIZES)	791	LF	$ 50.00	$ 39,550.00	$ 5.00	$ 3,955.00
59	COA 510-AWRJ6	FACTORY RESTRAINED JOINT PIPE, 6" DIA., CL 350 DI (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	24	LF	$ 150.00	$ 3,600.00	$ 180.00	$ 4,320.00
60	COA 510-AWRJ6-PVC	FACTORY RESTRAINED JOINT PIPE, 6" DIA., PVC (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	24	LF	$ 135.00	$ 3,240.00	$ 180.00	$ 4,320.00
60	999-WC01	FORCE ACCOUNT	30,000	DOL	$ 1.00	$ 30,000.00	$ 1.00	$ 30,000.00
61	999-WC02	FORCE ACCOUNT - RAILROAD FLAGGERS	5,000	DOL	$ 1.00	$ 5,000.00	$ 1.00	$ 5,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 776,600.00**		**$889,988.00**
		ACTUAL BID PROPOSAL						$889,988.00
		ADJUSTMENT DIFFERENCE						$0.00
		Bid Bond						Y
		Conflict of Interest Questionnaire						Y
		Bidder References (Minimum of Three)						Y

RS&H

8240 N. Mopac Expressway #300
Austin, Texas 78759

O 512-279-5429
rsandh.com

October 1, 2021

Kimberly Scherer, PE
HNTB
101 East Old Settlers Blvd, Suite 100
Round Rock, Texas 78664

Re: Thrall Project (S. Bounds Street) Overlay Bid Review

Kimberly,

I have reviewed the bid provided for the Thrall Project (S. Bounds Street) Overlay project.

Chasco Constructors is the apparent low bidder with a bid of $889,988.00

I reviewed their bid for math errors and found none.

I recommend their selection for this contract.

Please call or email with any additional questions.

Regards,

Bennett Love, Jr.

Commissioners Court - Regular Session **88.**

Meeting Date: 10/19/2021

Award IFB #21IFB16 Cotrell Street Overlay

Submitted For: Joy Simonton **Submitted By:** Kim Chappius, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding IFB #21IFB16 Cotrell Street Overlay to Chasco Constructors and authorizing the execution of the agreement. Funding source is P369.

Background

The Purchasing Department solicited sealed bids for IFB #21IFB16 Cotrell Street Overlay. Two thousand six hundred ninety-two (2692) vendors were invited to bid and two (2) vendors participated in the solicitation of which one (1) submitted a bid. One bid was received by Chasco Constructors and was found to be responsive and materially balanced. The bidder was 25.1% higher than the Engineer's Estimate. In addition to meeting the bid qualifications subject to being the only bidder, Chasco Constructors has successfully completed many past Williamson County projects (Inner Loop Safety Improvements, CR 258-Sunset Ridge to Reagan, and CR 110 South) performing similar work. Based on the previous quality of work done for Williamson County and their bid of $419,919.00, we concur with the Design Engineer's (CONSOR) Recommendation of Award for the Cotrell Street Overlay (Bartlett Project) contract to Chasco Constructors in the amount of $419,919.00. Point of Contact is Kim Scherer of HNTB.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/14/2021 10:11 AM
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:49 AM
Form Started By: Kim Chappius		Started On: 10/12/2021 08:23 AM
Final Approval Date: 10/14/2021		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

October 12 2021

Williamson County Purchasing Department
100 Wilco Way
Suite P101
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Cotrell Street Overlay (Bartlett Project)
Williamson County Project No. 21IFB16
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. Only one bid was received, however the bidder (Chasco Constructors) was found to be responsive and materially balanced. Following is a summary of the bid total:

1. Chasco Constructors $419,919.00

The bidder was 25.1% higher than the Engineer's Estimate.

In addition to meeting the bid qualifications subject to being the only bidder, Chasco Constructors has successfully completed many past Williamson County projects (Inner Loop Safety Improvements, CR 258-Sunset Ridge to Reagan, and CR 110 South) performing similar work. Based on the previous quality of work done for Williamson County and their bid of $419,919.00, we concur with the Design Engineer's (CONSOR) Recommendation of Award for the Cotrell Street Overlay (Bartlett Project) contract to Chasco Constructors in the amount of $419,919.00.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation
Christen Eschberger
Christen Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Form 1295

Cc: Judge Gravell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Terron Evertson, Williamson County
Mike Weaver, HNTB Corporation
Richard Ridings, HNTB Corporation

Williamson County Road Bond Program
21IFB16-Cotrell Street Overlay (Bartlett Project)
October 6, 2021

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Chasco Constructors	$ 419,919.00	1	$84,228.25	25.1%	$ -	0.0%

Williamson County Road Bond Program
21IFB16-Cotrell Street Overlay (Bartlett Project)
October 6, 2021

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	14.6	STA	$ 5,500.00	$ 80,300.00	$ 2,900.00	$ 42,340.00
2	105-6074	REMOVING STAB BASE AND ASPH PAV (4")	909	SY	$ 7.00	$ 6,363.00	$ 25.00	$ 22,725.00
3	110-6001	EXCAVATION (ROADWAY)	144	CY	$ 12.00	$ 1,728.00	$ 45.00	$ 6,480.00
4	132-6003	EMBANKMENT (FINAL)(ORD COMP)(TY B)	66	CY	$ 10.00	$ 660.00	$ 50.00	$ 3,300.00
5	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	2487	SY	$ 1.10	$ 2,735.70	$ 4.00	$ 9,948.00
6	164-WC04	SEEDING FOR EROSION CONTROL (TY 4)	1244	SY	$ 0.75	$ 933.00	$ 1.00	$ 1,244.00
7	164-WC11	SEEDING FOR EROSION CONTROL (TY 11)	3730	SY	$ 0.75	$ 2,797.50	$ 1.50	$ 5,595.00
8	166-6002	FERTILIZER	0.16	TON	$ 600.00	$ 96.00	$ 950.00	$ 152.00
9	168-WC01	VEGETATIVE WATERING	76	MG	$ 19.25	$ 1,463.00	$ 40.00	$ 3,040.00
10	169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	1356	SY	$ 0.80	$ 1,084.80	$ 2.00	$ 2,712.00
11	247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	141	CY	$ 40.00	$ 5,640.00	$ 80.00	$ 11,280.00
12	247-6124	FL BS (RDWY DEL) (TY A GR 4)	150	TON	$ 25.00	$ 3,750.00	$ 40.00	$ 6,000.00
13	251-6065	REWORK BS MTL (TY B) (4") (ORD COMP)	1648	SY	$ 25.00	$ 41,200.00	$ 10.00	$ 16,480.00
14	316-6193	AGGR(TY-D GR-5 SAC-B)	19	CY	$ 25.00	$ 475.00	$ 160.00	$ 3,040.00
15	316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	868	GAL	$ 4.00	$ 3,472.00	$ 4.75	$ 4,123.00
16	432-6003	RIPRAP (CONC)(6 IN)	19	CY	$ 650.00	$ 12,350.00	$ 1,000.00	$ 19,000.00
17	479-6001	ADJUSTING MANHOLES	1	EA	$ 800.00	$ 800.00	$ 1,847.00	$ 1,847.00
18	500-6001	MOBILIZATION	1	LS	$ 25,500.00	$ 25,500.00	$ 75,000.00	$ 75,000.00
19	502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	$ 8,000.00	$ 16,000.00	$ 5,000.00	$ 10,000.00
20	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	15	LF	$ 28.00	$ 420.00	$ 30.00	$ 450.00
21	506-6011	ROCK FILTER DAMS (REMOVE)	15	LF	$ 8.25	$ 123.75	$ 12.00	$ 180.00
22	506-6023	CONSTRUCTION EXITS (INSTALL) (TY 4)	100	SY	$ 14.00	$ 1,400.00	$ 15.00	$ 1,500.00
23	506-6024	CONSTRUCTION EXITS (REMOVE)	100	SU	$ 9.25	$ 925.00	$ 10.00	$ 1,000.00
24	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2695	LF	$ 2.75	$ 7,411.25	$ 3.50	$ 9,432.50
25	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2695	LF	$ 0.50	$ 1,347.50	$ 0.50	$ 1,347.50
26	530-6005	DRIVEWAYS (ACP)	220	SY	$ 35.00	$ 7,700.00	$ 75.00	$ 16,500.00
27	644-6061	IN SM RD SN SUP&AM TYTWT(1)WS(T)	10	EA	$ 425.00	$ 4,250.00	$ 400.00	$ 4,000.00
28	658-6047	INSTL OM ASSM (OM-2Y)(WC)GND	2	EA	$ 62.00	$ 124.00	$ 160.00	$ 320.00
29	666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	63	LF	$ 7.75	$ 488.25	$ 16.00	$ 1,008.00
30	760-6001	DITCH CLEANING AND RESHAPING (FOOT)	120	LF	$ 2.00	$ 240.00	$ 20.00	$ 2,400.00
31	764-6025	STORM SEWER CLEANING (ALL SIZES)	350	LF	$ 30.00	$ 10,500.00	$ 10.00	$ 3,500.00
32	3076-6001	D-GR HMA TY-B PG64-22	567	TON	$ 75.00	$ 42,525.00	$ 105.00	$ 59,535.00
33	3076-6035	D-GR HMA TY-D PG64-22	296	TON	$ 65.50	$ 19,388.00	$ 140.00	$ 41,440.00
34	504S-3W	ADJUSTING WATER VALVE BOXES TO GRADE	2	EA	$ 750.00	$ 1,500.00	$ 1,500.00	$ 3,000.00
35	999-WC01	FORCE ACCOUNT	1	DOL	$ 30,000.00	$ 30,000.00	$ 30,000.00	$ 30,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 335,690.75**		**$ 419,919.00**
		ACTUAL BID PROPOSAL						$419,919.00
		ADJUSTMENT DIFFERENCE						$0.00

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
		Bid Bond						Y
		Conflict of Interest Questionnaire						Y
		Bidder References (Minimum of Three)						Y

CONSOR

October 10, 2021

Kimberly Scherer, PE
HNTB Corporation
101 East Settlers Blvd. Suite 100
Round Rock, TX 78664

Re: Cotrell Street Overlay – Bartlett Project Bid Review

Kimberly,

I have reviewed the bid provided for the Cotrell Street Overlay – Bartlett Project.

Chasco Constructors is the apparent low bidder with a bid of $419,919.00.

I reviewed their bid for math errors and found none.

I recommend their selection for this contract.

Please call or email with any questions or concerns.

Regards,

Carlos J. Pizarro-Pagan
CONSOR Engineers, LLC

Commissioners Court - Regular Session **89.**

Meeting Date: 10/19/2021

Sam Bass Relocation Claims

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 7 claims for moving expenses related to the right of way acquisition on Parcel 13. Funding Source: Road Bonds P462
Unit O54- Wagner de Oliveira
Unit C21- Ramiro Vallejo
Unit A13- Derron Mirtsching
Unit I12- Joseph Carrizales
Unit A11- Justin Peacock
Unit E09- Thom Watts
Unit E13- Nicolas Crow

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unit E13
Unit E09
Unit A11
Unit I12
Unit A13
Unit C21
Unit O54

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:52 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 10:32 AM
Final Approval Date: 10/14/2021		

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Nicholas J Crow	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd
☒ Individual Storage Unit #E13		
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	3. Address Moved To: [redacted]	
4. Occupancy of Property Acquired by Williamson County: From (Date): 08/2018 To (Date of Move): 10/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 5.2 Miles 7. Mover's Name and Address: Self-Move based off approved fee schedule	

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$400.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature, Claimant

Date of Claim: 10/04/2021

Signature, Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

10-4-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Nick Crown
Tenant Personal Property Relocation Estimate			Unit Number E13
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: NICHOLAS J CROWN

Unit/Space #: E13

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 08/06/2024

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Nicholas Crown <nick@thecrowns.org>
Sent: Thursday, September 30, 2021 1:13 PM
To: Danny Jackson
Subject: Fwd: Reimbursement for Having to Move From Sam Bass Storage

Hi Danny:

We responded to your mail request, but have not heard back from your office.

We moved out yesterday from Unit E13.

Please advise,

Nick Crown
512.587.1687

---------- Forwarded message ---------
From: <noreply@email-notifications.net>
Date: Thu, Sep 30, 2021 at 12:56 PM
Subject: Reimbursement for Having to Move From Sam Bass Storage
To: <nick@thecrowns.org>

This is Michelle at Sam Bass Storage.

I know you have already moved out of the facility.

Each month the company representing Williamson County sends me a list of the customers that have contacted him for reimbursement to confirm that they have left. I am contacting you because you have not been on that list (yet); however, you have already moved out of the facility.

If you have already contacted Danny Jackson, then please disregard this email. **If you have not contacted Danny Jackson, you have a right to get paid, by Williamson County, as a result of having to move due to eminent domain!**

All questions about compensation can be addressed with;

Danny Jackson
Project Manager
Right of Way Texas, LLC
danny.jackson@ROWTX.com
cell: 512-922-5930

Thank you again for your business and have a great day,
Michelle

(To reply to this email send to Michelle@SamBassStorage.com)

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # E13

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Signature

08/06/2021
Date

NICHOLAS J CROWE
Print Name

E13
UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # E13

[redacted]

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # E13

Name Nick Crown

Phone [redacted]

Email [redacted]

Date	Comments
9-30-2021	Received email from Nick Crown notifying me that he has moved from Sam Bass Road. Prepared claim and emailed to Mr. Crown for signature. Verified move
10-5-2021 10-6-2021	Received signed claim forms back from tenant. Prepared claim package and sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
Thom Watts		Project: Corridor H/Sam Bass Rd
☒ Individual Storage Unit #E09		

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	[redacted]
4. Occupancy of Property Acquired by Williamson County: From (Date): 3/8/16 To (Date of Move): 9/29/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 28 minutes Miles - 10 miles 7. Mover's Name and Address: Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$450.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. **Total Amount**	**$450.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

10/04/21 Thom Watts
Date of Claim Signature Claimant

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 450.00

10-5-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Tom & Connie Watts
Tenant Personal Property Relocation Estimate			Unit Number E09
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Thom Watts / Connie Watts

Unit/Space #: E9

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Thom Watts
Signature

Date: 8-31-21

Connie Watts
Signature

Date: 8-31-2021

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Monday, October 4, 2021 6:14 PM
To: Danny Jackson
Cc: Eric Klingemann; Sam Nassour
Subject: Re: Sam Bass Storage Tenant Information

Hey Danny,

- Unit #E09, Tom and Connie Watts - Affirmative - they have moved out.
- Unit #084, Shaun Attridge - Negative - He has not moved out yet, but left me a message today that it will likely be by the end of the week. I will follow up with you Friday.

Thanks,
Michelle

On 2021-10-04 15:17, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> - Unit #E09, Tom and Connie Watts
> - Unit #084, Shaun Attridge
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**
>
> **Project Manager**
>
> **Right of Way of Texas, LLC.**

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # E9

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

John Watts
Connie Watts
Signature

08-31-2021
Date

Print Name

E9
UNIT

Connie Watts

PLEASE COMPLETE, SIGN, DATE AND RETURN

[redacted]

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # E9

[redacted]

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # E09

Name Tom and Conny Watts

Phone [redacted]

Email [redacted]

Date	Comments
8-31-2021	Call from Conny Watts asking about relocation benefits for their box truck they had at Sam Bass storage. I explained the project and relocation benefits to move the truck. They have a box truck and the schedule for his is $450. I ask her to let me know when they moved.
10-4-2021 10-4-2021*	I had a call from Connie Watts letting me know they had moved. I said I would send her the required claim forms. Sent Connie Watts the claim forms for her signature. Because the tenants used the truck for their business, I was not able to obtain a picture of the truck at the storage facility, I had Mrs. Watts send me a picture of the truck to document the file.
10-5-2021 10-6-2021	Received signed claim forms back from tenant. Verified move. Prepared and sent move claim package to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Justin Peacock	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #A11

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by Williamson County: From (Date): 7/1/2021 To (Date of Move): 9/13/21 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 3.5 Miles 7. Mover's Name and Address: Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$400.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim: 10/5/2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

10-5-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Justin Peacock
Tenant Personal Property Relocation Estimate			Unit Number A11
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Justin Peacock

Unit/Space #: A11

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature

Date: 10/5/2021

Signature

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Monday, October 4, 2021 6:16 PM
To: Danny Jackson
Cc: Eric Klingemann
Subject: Re: Sam Bass Storage Tenant Information

Hi Danny,

Please see the below updates;

- Unit #A11, Justin Peacock - Move Out Confirmed
- Unit #E22, Cliff Moore - Move Out Confirmed
- Unit 086, James Hohenstein - Move Out Confirmed

Thanks!
Michelle

On 2021-10-01 14:15, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> - Unit #A11, Justin Peacock
> - Unit #E22, Cliff Moore
> - Unit 086, James Hohenstein
>
> Thanks,
>
> Danny
>
> **Danny Jackson SR/WA, R/W-RAC, R/W-NAC, R/W-URAC**

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # A11

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

[signature]	10/5/2021
Signature	Date
Justin G. Peacock	A11
Print Name	UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # A11

[redacted]

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

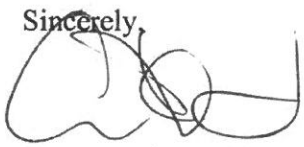
Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,



Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # A11

Name Justin Peacock

Phone [redacted]

Email [redacted]

Date	Comments
9-30-2021	Received a call from Justin Peacock asking about relocation benefits and to notify me he had moved. I explained the project and that he was eligible to receive $400 for the move of his Travel Trailer. I told him I would prepare claim forms and sent to him.
10-4-2021 10-5-2021 10-5-2021 10-6-2021	Sent claim forms to Justin for signature. Move verified. Received signed forms back from tenant. Prepared claim package and sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Joseph G Carrizales	Parcel No: 13	County: Williamson
		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #112

2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	3. Address Moved To: [redacted]
4. Occupancy of Property Acquired by Williamson County: From (Date): 7/24/2020 To (Date of Move): 9/21/2021 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 1 Miles 7. Mover's Name and Address: Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$400.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

[signature] 10/6/21
Signature Claimant

Date of Claim:

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

10-6-2021
Date

[signature]
Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Joseph Carrizales
Tenant Personal Property Relocation Estimate			Unit Number #112
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

Danny Jackson

To: Michelle at Sam Bass Storage
Subject: RE: Parcel 13 Tenant Information

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Thursday, September 30, 2021 11:47 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Eric Klingemann <eric@sambassstorage.com>; Sam Nassour <sam.nassour@rightofwayoftexas.com>
Subject: Re: Parcel 13 Tenant Information

Hi Danny,

I confirmed all tenants below have vacated their units with the exception of:

Unit #A8, David Lawrence

Although the tenant has moved mostly out, Unit #A8 still has personal belongings in the unit. (All of which is too large and/or heavy for me to be able to lift!) Please let me know if you will close the loop with him?

Thanks,
Michelle

Michelle Klingemann
Sam Bass Covered Storage
512-669-0907
www.SamBassStorage.com
Michelle@SamBassStorage.com

On 2021-09-28 11:00, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement at Sam Bass Storage:
>
> - Unit #065, Robert Kirkpatrick
> - Unit #112, Joseph Carrizales
> - Unit #C5, Dawn Burris
> - Unit #C21, Rigo Vallejo
> - Unit #A8, David Lawrence
> - Unit #E28, Bill Schaefer
> - Unit #A13, Derron Mirtsching
> - Unit #D5, Karel Zuzak

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Joseph Carrizales

Unit/Space #: 112

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature — Date: 8/8/21

Karen Carrizales
Signature — Date: 8/8/21

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant — Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # 112

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

[signature]	8/8/21
Signature	Date
Joseph Carrizales	112
Print Name	UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # 112

[redacted]

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 112

Name Joseph Carrizales

Phone [redacted]

Email [redacted]

Date	Comments
8-1-2021	Joseph Carrizales call and ask about relocation letter that was sent. I explained relocation benefits and moving requirements. Joseph said he would look for a new place and let me know when they moved.
9-20-2021	Joseph called said he had moved. I said that I would prepare claim and send to him for signature. Inspected and verified move.
9-22-2021 10-6-2021	Prepared claim and send to Joseph for signature. Received signed claim from tenant, prepared claim package and sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
DERRON MIRTSCHING		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #A13

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	[redacted]

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 5.1 Miles
From (Date): March 1, 2017	To (Date of Move): 10/1/2021	7. Mover's Name and Address:
☐ Owner/Occupant	☒ Tenant	Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$300.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$300.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim:

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 300.00

10-8-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Derron Mirtsching
Tenant Personal Property Relocation Estimate			Unit Number A 13
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: DERRON MIRTSCHING

Unit/Space #: A13

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☒ Citizens or Nationals of the United States
or
☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

_____ Date: 10/3/21
Signature

_____ Date:
Signature

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

_____ Date:
Claimant

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

To: Michelle at Sam Bass Storage
Subject: RE: Parcel 13 Tenant Information

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Thursday, September 30, 2021 11:47 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Eric Klingemann <eric@sambassstorage.com>; Sam Nassour <sam.nassour@rightofwayoftexas.com>
Subject: Re: Parcel 13 Tenant Information

Hi Danny,

I confirmed all tenants below have vacated their units with the exception of:

Unit #A8, David Lawrence

Although the tenant has moved mostly out, Unit #A8 still has personal belongings in the unit. (All of which is too large and/or heavy for me to be able to lift!) Please let me know if you will close the loop with him?

Thanks,
Michelle

Michelle Klingemann
Sam Bass Covered Storage
512-669-0907
www.SamBassStorage.com
Michelle@SamBassStorage.com

On 2021-09-28 11:00, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement at Sam Bass Storage:
>
> - Unit #065, Robert Kirkpatrick
> - Unit #112, Joseph Carrizales
> - Unit #C5, Dawn Burris
> - Unit #C21, Rigo Vallejo
> - Unit #A8, David Lawrence
> - Unit #E28, Bill Schaefer
> - Unit #A13, Derron Mirtsching
> - Unit #D5, Karel Zuzak

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # A13

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

Signature	8/2/21 Date
Derron Mirtschin Print Name	A13 UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # A13

[redacted]

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # A13

Name Derron Mirtsching

Phone [redacted]

Email [redacted]

Date	Comments
8-2-2021 8-3-2021	Email from Derron Mirtsching asking me to call to discuss relocation benefits to move his boat from Sam Bass Storage. Called Derron and explained project and his relocation benefits. He said he would let me know when he moved.
8-23-2021 9-29-2021	Derron Mirtsching called and said that he moved. I said I would put together his claim forms. Was able to verify move. Prepared claim forms and sent to Derron for signature.
10-07-2021 10-08-2021	Received signed claim forms back from tenant. Prepared claim package and sent to S & C for approval and payment.

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s)	Parcel No: 13	County: Williamson
RAMIRO VALLEJO		Project: Corridor H/Sam Bass Rd

☒ Individual Storage Unit #C21

2. Address of Property Acquired by Williamson County:	3. Address Moved To:
4700 Sam Bass Road Round Rock, Texas 78681 Claimant's Telephone No.: [redacted]	[redacted]

4. Occupancy of Property Acquired by Williamson County:		5. Distance Moved: 40 Miles
From (Date): 5/6/2016	To (Date of Move): 8/13/2021	7. Mover's Name and Address:
☐ Owner/Occupant	☒ Tenant	Self-Move based off approved fee schedule

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$400.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. **Total Amount**	**$400.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Signature Claimant

Date of Claim OCT 5, 2021

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 400.00

10-5-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Rigo Vallejo
Tenant Personal Property Relocation Estimate			Unit Number C21
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: RAMIRO VALLEJO

Unit/Space #: C21

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Signature **Date:** 8/13/21

Signature **Date:**

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant **Date:**

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

To: Michelle at Sam Bass Storage
Subject: RE: Parcel 13 Tenant Information

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Thursday, September 30, 2021 11:47 AM
To: Danny Jackson <danny.jackson@rightofwayoftexas.com>
Cc: Eric Klingemann <eric@sambassstorage.com>; Sam Nassour <sam.nassour@rightofwayoftexas.com>
Subject: Re: Parcel 13 Tenant Information

Hi Danny,

I confirmed all tenants below have vacated their units with the exception of:

Unit #A8, David Lawrence

Although the tenant has moved mostly out, Unit #A8 still has personal belongings in the unit. (All of which is too large and/or heavy for me to be able to lift!) Please let me know if you will close the loop with him?

Thanks,
Michelle

Michelle Klingemann
Sam Bass Covered Storage
512-669-0907
www.SamBassStorage.com
Michelle@SamBassStorage.com

On 2021-09-28 11:00, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement at Sam Bass Storage:
>
> - Unit #065, Robert Kirkpatrick
> - Unit #112, Joseph Carrizales
> - Unit #C5, Dawn Burris
> - Unit #C21, Rigo Vallejo
> - Unit #A8, David Lawrence
> - Unit #E28, Bill Schaefer
> - Unit #A13, Derron Mirtsching
> - Unit #D5, Karel Zuzak

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

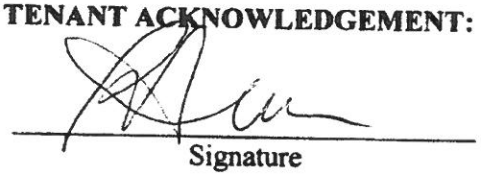
ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT # C21

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:



Signature

8/13/21
Date

RAMIRO VALLEJO
Print Name

C21
UNIT

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT C21

[redacted]

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # C21

Ramiro R. Vallejo
403 Lisa Drive
Austin, Texas 78733

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # C21

Name Ramiro Vallejo

Phone [redacted]

Email [redacted]

Date	Comments
8-11-21 9-26-2021	Received call from Rigo Vallejo said that he had not received relocation letter, we had old address, I explained relo benefits and sent him letter by email and mailed letter. Received email from Rigo Vallejo that he had moved. Verified move
10-1-2021 10-5-2021	Prepared and sent Mr. Vallejo claim forms for signature. Received signed claim forms back. Prepared move claim package and sent to S & C for approval and payment.

Wagner de Oliveira

CLAIM FOR ACTUAL MOVING EXPENSES

Print or Type All Information

1. Name of Claimant(s) Wagner de Oliveira ☒ Individual Storage Unit #054	Parcel No: 13	County: Williamson Project: Corridor H/Sam Bass Rd
2. Address of Property Acquired by Williamson County: 4700 Sam Bass Road Round Rock, Texas 7868 Claimant's Telephone No [redacted]	3. Address Moved To: [redacted]	
4. Occupancy of Property Acquired by Williamson County: From (Date): September 20 To (Date of Move): 09/01/21 ☐ Owner/Occupant ☒ Tenant	5. Distance Moved: 1 Miles 7. Mover's Name and Address: Self-Move based off approved fee schedule	

6. Controlling Dates	Mo.	Day	Yr.
a. First Offer in Negotiation	05	11	2020
b. Date Property Acquired	05	29	2021
c. Date Required to Move	11	30	2021

8. Property Storage (attach explanation)
From (Date): N/A To (Date of Move): N/A

Place Stored (Name and Address):
N/A

10. Temporary Lodging (attach explanation)
From (Date): N/A To (Date of Move): N/A

9. Amount of Claim:	
a. Moving Expenses	$450.00
b. Reestablishment Expenses	$N/A
c. Searching Expenses	$N/A
d. Tangible Property Loss	$N/A
e. Storage	$N/A
f. Temporary Lodging	$N/A
g. Total Amount	**$450.00**

11. All amounts shown in Block 9 were necessary and reasonable and are supported by attached receipts. Pay of this claim is requested. I certify that I have not submitted any other claim for, or received reimbursement for, an item of expense in this claim, and that I will not accept reimbursement or compensation from any other source for any item of expense paid pursuant to this claim. I further certify that all property was moved and installed at the address shown in Block 3, above, in accordance with the invoices submitted and agreed terms of the move and that all information submitted herewith or included herein is true and correct.

Wagner de Oliveira
Signature Claimant

Date of Claim: 10/01/21

Signature Claimant

Spaces Below to be Completed by Williamson County

I certify that I have examined this claim and substantiating documentation attached herewith and have found it to be true and correct and to conform with the applicable provisions of State law. All items are considered to be necessary reasonable expenses and this claim is recommended for payment as follows:

Amount of $ 450.00

10-5-2021
Date

Relocation Agent

Date

Williamson County Judge

Parcel 13 Sam Bass Road			Displacee Name Wagner De Oliveira
Tenant Personal Property Relocation Estimate			Unit Number 054
			Comments:
Type of Property		Buehler	[redacted]
		cost per each	
Passenger Vehicles		$250.00	
Covered Trailers		$250.00	
Flatbed Trailers		$250.00	
Various Boats with Trailers		$300.00	
Motorhome Bus		$500.00	
Motorhome		$400.00	
Box Truck		$450.00	
Food Truck		$450.00	
Travel Trailers All Sizes		$400.00	
8' X 8' Storage Bins (contents only)		$850.00	
Slide in Truck Camper		$350.00	
Office Trailer		$650.00	

CERTIFICATION OF ELIGIBILITY

Project Sam Bass Road
Parcel: 13

Tenant Name: Wagner De Oliveira WAGNER OLIVEIRA

Unit/Space #: 54

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☐ Citizens or Nationals of the United States

or

☒ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

WNO
Signature

Date: 10/01/21

Way
Signature

Date: 10/01/21

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

N/A

Claimant

Date:

PLEASE COMPLETE, SIGN, DATE AND RETURN

Danny Jackson

From: Michelle at Sam Bass Storage <michelle@sambassstorage.com>
Sent: Thursday, September 30, 2021 11:42 AM
To: Danny Jackson
Cc: Eric Klingemann; Sam Nassour
Subject: Re: Sam Bass Storage Tenant Information

Hi Danny,

Confirmed, both tenants below have vacated their units.

Thanks,
Michelle

--
Michelle Klingemann
Sam Bass Covered Storage
512-669-0907
www.SamBassStorage.com
Michelle@SamBassStorage.com

On 2021-09-30 09:06, Danny Jackson wrote:

> Michelle and Eric, Hi
>
> I needed to confirm with you that the following tenants have terminated their lease agreement:
>
> - Unit # C6, Joe Guyton
> - Unit # 54, Wagner De Oliveira
>
> Thanks,
>
> Danny

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

ACKNOWLEDGMENT BY TENANT

CORRIDOR H/SAM BASS ROAD
PARCEL 13
SAM BASS STORAGE
UNIT 54

Relocation Advisory Services & Assistance:

I have been given a copy of the 90-day notice which explains the available services and entitlements available to me. I am advised that the Relocation Agent will be available to assist me if any questions arise or assistance is needed.

TENANT ACKNOWLEDGEMENT:

[redacted] 10/04/21
Signature Date

WAGNER DE OLIVE 54
Print Name UNIT

[redacted]

PLEASE COMPLETE, SIGN, DATE AND RETURN

RIGHT OF WAY OF TEXAS, LLC

6101 W. COURTYARD DRIVE, BLDG. 1, STE. 125, AUSTIN, TX 78730
(O) (512) 372-6220 (F) (512) 372-6221

July 23, 2021

Relocation Assistance
Corridor H/Sam Bass Road
Parcel No. 13

UNIT # 54

Wagner de Oliveira
3625 Ashbury Road
Round Rock, Texas 78681

Dear Tenant:

The acquisition phase of the Corridor H/Sam Bass Road expansion project is currently underway, and Williamson County completed the purchase of Sam Bass Storage located at 4700 Sam Bass Road. Tenants' personal property located at the storage facility will be required to be moved and you may be entitled to relocation advisory services and reimbursement of moving costs of the personal property items, as explained by your relocation agent.

You will not be required to move your personal property for at least 90 days from the date of this letter. However, possession of this property will be needed by **November 30, 2021**, you will need to remove all property no later than that date.

TO ASSURE THAT YOU DO NOT LOSE ANY ELIGIBLE BENEFITS, PLEASE CONTACT YOUR RELOCATION AGENT PRIOR TO MOVING ANY PERSONAL PROPERTY.

Payment options are as follows:

1. **Fixed Payment:**
   a. Assistance is determined upon evaluation of the type of personal property to be moved.
   b. Your relocation agent will advise you of eligible Fixed Payment moving costs.
2. **Actual and Reasonable Moving Costs and Related Expenses:**
   a. Estimated move costs must be approved before moving any personal property.
   b. Your relocation agent will advise you on documentation required and how to reimburse you for actual and reasonable moving costs.

All costs are limited to personal property only and will not include any costs for moving real property.

Any person or entity who is not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child.

Finally, if you are dissatisfied with a determination as to your eligibility for a payment or the amount of any relocation payment, you may request a review of your case by Williamson County.

Please complete the enclosed ACKNOWLEDGMENT BY TENANT and the CERTIFICATION OF ELIGIBILITY and return in the enclosed self-addressed stamped envelope.

Your relocation agent will assist you in preparing the necessary forms and filing your claims for any benefits you may be entitled. Please do not hesitate to contact me if you have questions or need additional information at (512) 922-5930 or email at danny.jackson@rowtx.com.

Sincerely,

Danny Jackson, SR/WA
Project Manager

Enclosure
Acknowledgment by Tenant
Certification of Eligibility
Return Envelope

cc: Lisa Dworaczyk, Sheets and Crossfield

Contact Notes

Project Corridor H/Sam Bass Road
Parcel 13

Unit # 054

Name Wagner De Oliveira

Phone [redacted]

Email [redacted]

Date	Comments
9-29-2021 9-30-2021	Wagner Oliveira call and left message Called Wagner Oliveira and explained project and relocation benefits, he had a box truck stored at facility. He said that he had moved.
10-1-2021 10-5-2021	I prepared claim and sent to Mr. Oliveira. Verified move. Received signed claim forms back from tenant.
10-5-2021	Prepared move claim package and sent to S & C for payment.

Commissioners Court - Regular Session **90.**

Meeting Date: 10/19/2021

SE Loop Relocation Claim

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on 2 claims for moving expenses with Brian and Lacy Brown related to the SE Loop Segment 3 right of way acquisition on Parcel 68. Funding Source: Road Bonds P332

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Incidental Claim

Moving Expense

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:54 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 10:40 AM
Final Approval Date: 10/14/2021		

PROPERTY OWNER'S CLAIM FOR PAYMENT
INCIDENTAL EXPENSES OF PURCHASE OF REPLACEMENT DWELLING

1. Name of Claimant(s)	Parcel No.: 68	County: Williamson
Brian N. Brown and Lacy Brown		Project: Corridor A-1 SE Loop

2. Occupancy of County-Acquired Property:	3. Controlling Dates	Mo.	Day	Yr.
From (Date):07-28-2015 To (Date): 08-03-2021	a. First Offer in Negotiations	05	15	2020
4. Address of Replacement Property: [redacted]	b. Property Acquired by County	08	03	2021
	c. Replacement Property Acquired	09	09	2021
	d. Occupancy of Replacement Property	09	10	2021

5. Expenses (List below each item included in claim - attach receipts or closing documents to support each cost.)

Item	Amount
Processing Fee (fixed fee charged by lender)	$695.00
Underwriting Fee (fixed fee charged by lender)	$695.00
Credit Report Fee	$23.56
Flood Certification	$10.65
MERS	$24.95
Tax Service Fee	$93.89
Attorney Review Fee	$160.00
Closing/Settlement/Attorney Fee	$400.00
Courier Fee	$25.50
E-Recording Fee	$8.66
Guaranty Fee	$2.00
Lender Title Insurance Fee (based off remaining loan of $178,292.79 at displacement dwelling)	$1,245.00
Title Endorsement	$257.30
Recording Fee	$120.00
	Total $3,761.51

6. Payment of this claim in the amount shown in Block 5 above is requested. I certify these incidental expenses were necessary in the purchase of my replacement dwelling and that I have not and will not accept reimbursement or payment from any other source for these expenses. I further certify that all information shown above is true and correct, and that the replacement dwelling I now occupy meets the standards of decent, safe and sanitary housing to the best of my knowledge and belief.

9-24-2021
Date of Claim

Claimant

Claimant

Spaces Below to be Completed by Williamson County

7. The dwelling at the address under Block 4 above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

9-24-2021
Date of Inspection

Inspected By - Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information shown herein is correct. This claim is recommended for payment.

Amount of $ 3,761.51

9-28-2021
Date

Relocation Agent

Date

Williamson County Judge

Closing Disclosure

This form is a statement of final loan terms and closing costs. Compare this document with your Loan Estimate.

Closing Information		Transaction Information		Loan Information	
Date Issued	09/09/2021	**Borrower**	[redacted]	**Loan Term**	15 years
Closing Date	09/09/2021			**Purpose**	Purchase
Disbursement Date	09/10/2021			**Product**	Fixed Rate
Settlement Agent	LONGHORN TITLE COMPANY, INC.			**Loan Type**	☒ Conventional ☐ FHA ☐ VA ☐
File #	21061759	**Seller**	See Addendum to Closing Disclosure	**Loan ID #**	9717836598
Property	See Addendum to Closing Disclosure			**MIC #**	
Sale Price	$471,000	**Lender**	CALIBER HOME LOANS, INC.		

Loan Terms

		Can this amount increase after closing?
Loan Amount	$200,000	NO
Interest Rate	2.375%	NO
Monthly Principal & Interest *See Projected Payments below for your Estimated Total Monthly Payment*	$1,321.84	NO
		Does the loan have these features?
Prepayment Penalty		NO
Balloon Payment		NO

Projected Payments

Payment Calculation		Years 1 - 15
Principal & Interest		$1,321.84
Mortgage Insurance	+	0
Estimated Escrow *Amount can increase over time*	+	688.03
Estimated Total Monthly Payment		$2,009.87

		This estimate includes	In escrow?
Estimated Taxes, Insurance & Assessments *Amount can increase over time* *See page 4 for details*	$688.03 a month	☒ Property Taxes	YES
		☒ Homeowner's Insurance	YES
		☐ Other:	NO

See Escrow Account on page 4 for details. You must pay for other property costs separately.

Costs at Closing

Closing Costs	$12,408.84	Includes $3,755.51 in Loan Costs + $8,653.33 in Other Costs - $0 in Lender Credits. *See page 2 for details.*
Cash to Close	$275,309.05	Includes Closing Costs. *See Calculating Cash to Close on page 3 for details.*

© 2021 Covius Services, LLC

Closing Cost Details

Loan Costs

		Borrower-Paid At Closing	Borrower-Paid Before Closing	Seller-Paid At Closing	Seller-Paid Before Closing	Paid by Others
A. Origination Charges			$1,390.00			
01 % of Loan Amount (Points)						
02 Processing Fee			$695.00			
03 Underwriting Fee			$695.00			
04						
05						
06						
07						
08						
B. Services Borrower Did Not Shop For			$2,365.51			
01 Credit Report Fee	to CORELOGIC CREDCO		$23.56			
02 Flood Certification	to CORELOGIC FLOOD		$10.65			
03 MERS	to MERSCORP HOLDINGS INC		$24.95			
04 Tax Service Fee	to CORELOGIC		$93.89			
05 Texas Attorney Review Fee	to BM&G		$160.00			
06 Title - Closing/Settlement/Attorney Fee	to LONGHORN TITLE CO		$400.00			
07 Title - Courier fee	to LONGHORN TITLE CO		$25.50			
08 Title - E-Recording Fee	to LONGHORN TITLE CO		$8.66			
09 Title - Guaranty Fee	to TTIGA		$2.00			
10 Title - Lender Title Insurance	to LONGHORN TITLE CO		$1,359.00			
11 Title - Title Endorsement	to LONGHORN TITLE CO		$257.30			
C. Services Borrower Did Shop For			$0			
01						
02						
03						
04						
05						
06						
07						
08						
D. TOTAL LOAN COSTS (Borrower-Paid)			$3,755.51			
Loan Costs Subtotals (A + B + C)			$3,755.51			

Other Costs

		Borrower-Paid At Closing	Borrower-Paid Before Closing	Seller-Paid At Closing	Seller-Paid Before Closing	Paid by Others
E. Taxes and Other Government Fees			$120.00			
01 Recording Fees	Deed: $34.00 Mortgage: $86.00		$120.00			
02						
F. Prepaids			$2,506.99			
01 Homeowner's Insurance Premium (12 mo.)	to TEXAS FARM BUREAU MUTUAL		$2,230.00			
02 Mortgage Insurance Premium (mo.)	to					
03 Prepaid Interest ($13.19 per day from 9/10/21 to 10/1/21)			$276.99			
04 Property Taxes (mo.)						
05						
G. Initial Escrow Payment at Closing			$6,026.34			
01 Homeowner's Insurance $185.83	per month for 3 mo.		$557.49			
02 Mortgage Insurance	per month for mo.					
03 Property Taxes $502.20	per month for 12 mo.		$6,026.40			
04						
05						
06						
07						
08 Aggregate Adjustment			(-$557.55)			
H. Other			$0			
01 Seller Home Warranty (optional)	to ACHOSA HOME WARRANTY					
02 Seller Real Estate Commission - Buyer's Agent	to KELLER WILLIAMS			$650.00		
03 Seller Real Estate Commission - Seller's Agent	to REMAX			$14,130.00		
04 Seller Survey	to KONTUR TECHNICAL			$14,130.00		
05 Title - Seller Owner's Title Insurance (optional)	to LONGHORN TITLE COMPANY,			$1,943.09		
06				$1,528.00		
07						
I. TOTAL OTHER COSTS (Borrower-Paid)			$8,653.33			
Other Costs Subtotals (E + F + G + H)			$8,653.33			
J. TOTAL CLOSING COSTS (Borrower-Paid)			$12,408.84			
Closing Costs Subtotals (D + I)			$12,408.84			
Lender Credits				$32,381.09		

> Fixed Fee

$1245

(Based off the remaining loan of $178,298.79 at the displacement dwellings)

© 2021 Covius Services, LLC

Calculating Cash to Close

Use this table to see what has changed from your Loan Estimate.

	Loan Estimate	Final	Did this change?
Total Closing Costs (J)	$15,766.00	$12,408.84	YES • See **Total Loan Costs (D)** and **Total Other Costs (I)**
Closing Costs Paid Before Closing	$0	$0	NO
Closing Costs Financed (Paid from your Loan Amount)	$0	$0	NO
Down Payment/Funds from Borrower	$275,000.00	$271,000.00	YES • You **decreased** this payment. See details in **Section K** • You **increased** this payment. See details in **Section L**
Deposit	$0	-$2,500.00	YES • You **increased** this payment. See details in **Section L**
Funds for Borrower	$0	$0	NO
Seller Credits	-$2,733.00	$0	YES • The amount the seller will pay for the loan costs has **decreased**. See **Seller-Paid** column on page 2 and Seller Credits in **Section L**
Adjustments and Other Credits	-$4,800.00	-$5,599.79	YES • See details in **Sections K and L**
Cash to Close	$283,233.00	$275,309.05	

Summaries of Transactions

Use this table to see a summary of your transaction.

BORROWER'S TRANSACTION

K. Due from Borrower at Closing			$483,408.84
01 Sale Price of Property			$471,000.00
02 Sale Price of Any Personal Property Included in Sale			
03 Closing Costs Paid at Closing (J)			$12,408.84
04			
Adjustments			
05			
06			
07			
Adjustments for Items Paid by Seller in Advance			
08 City/Town Taxes		to	
09 County Taxes		to	
10 Assessments		to	
11			
12			
13			
14			
15			
L. Paid Already by or on Behalf of Borrower at Closing			$208,099.79
01 Deposit			$2,500.00
02 Loan Amount			$200,000.00
03 Existing Loan(s) Assumed or Taken Subject to			
04			
05 Seller Credit			
Other Credits			
06			
07			
Adjustments			
08 OPTION FEE from SELLER			$250.00
09 OWNER POLICY ADJUSTMENT from SELLER			$1,259.00
10			
11			
Adjustments for Items Unpaid by Seller			
12 City/Town Taxes		to	
13 County Taxes	1/1/21	to 9/10/21	$4,090.79
14 Assessments		to	
15			
16			
17			

CALCULATION	
Total Due from Borrower at Closing (K)	$483,408.84
Total Paid Already by or on Behalf of Borrower at Closing (L)	-$208,099.79
Cash to Close ☒ From ☐ To Borrower	**$275,309.05**

SELLER'S TRANSACTION

M. Due to Seller at Closing		
01 Sale Price of Property		
02 Sale Price of Any Personal Property Included in Sale		
03		
04		
05		
06		
07		
08		
Adjustments for Items Paid by Seller in Advance		
09 City/Town Taxes	to	
10 County Taxes	to	
11 Assessments	to	
12		
13		
14		
15		
16		
N. Due from Seller at Closing		
01 Excess Deposit		
02 Closing Costs Paid at Closing (J)		
03 Existing Loan(s) Assumed or Taken Subject to		
04 Payoff of First Mortgage Loan		
05 Payoff of Second Mortgage Loan		
06		
07		
08 Seller Credit		
09		
10		
11		
12		
13		
Adjustments for Items Unpaid by Seller		
14 City/Town Taxes	to	
15 County Taxes	to	
16 Assessments	to	
17		
18		
19		

CALCULATION	
Total Due to Seller at Closing (M)	
Total Due from Seller at Closing (N)	
Cash to Close ☐ From ☐ To Seller	**$0.00**

© 2021 Covius Services, LLC

REPLACEMENT HOUSING INSPECTION

Name of Claimant: Brian Brown and Lacy Brown	Parcel No.: 68	County: Williamson
		Project: Corridor A-1 SE Loop

Address: [redacted]

Number of Displaced Persons in Family: 5 Purchase Price or Monthly Rent: $471,000

Replacement Dwelling

House ☒ Duplex ☐ Apartment ☐ Sleeping Room ☐

Mobile Home: Width:	Length:	Other:	
Floor Space: 1850 sq. ft.	No. Rooms: 6	No. Bedrooms: 3	No. Baths: 2

Dwelling Inspection

Yes	No		Yes	No	
☑	☐	1. Meets all applicable building codes	☑	☐	6. Has Provisions for artificial lighting in each room
☑	☐	2. Has required potable water	☑	☐	7. Is structurally sound, in good repair and adequately maintained
☑	☐	3. Has required kitchen facilities	☑	☐	8. Has required safe means of egress
☑	☐	4. Has required heating system	☑	☐	9. Has required habitable floor space
☑	☐	5. Has required bathroom facilities			

Comments:

The dwelling at the address above has been inspected and in my opinion meets the standards for decent, safe and sanitary housing.

9-24-2021
Date of Inspection

Inspected By - Signature

CERTIFICATION OF ELIGIBILITY

Relocation Assistance
Williamson County
SE Loop
Parcel No.: 68

Brian N. Brown
[redacted]

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Brian Brown — Claimant

6-8-2020 — Date

Claimant

Date

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date

CLAIM FOR FIXED MOVING EXPENSE PAYMENT - INDIVIDUALS AND FAMILIES

1. Name of Claimant(s): Brian Brown and Lacy Brown	Parcel No.: 68		County: Williamson Project: SE Loop	
	4. Occupancy of Property Acquired by County			
	From (Date): 07-28-2015		To (Date of Move) 08-03-2021	
	5. Controlling Dates	Mo.	Day	Yr.
	a. First Offer in Negotiations	05	15	2020
2. Address of Property Acquired by County: [redacted] Apt. No.:	b. Date Property Acquired	08	03	2021
	c. Date Required to Move	10	20	2021
	6. Dwelling:(house, apartment, etc.) SFR ☒ Owner-occupied ☐ Tenant ☐ Furnished ☒ Unfurnished			
3. Address Moved To: [redacted] Apt. No.:	(1) Number of Rooms: 7 (2) Payment Schedule Amount $ 1,750.00 (3) Total Amount of Claim: $ 1,750.00			

7. Payment of this claim in the amount shown in Block 6 (3) is requested. I certify that I have not submitted any other claim for, or received reimbursement or compensation for, any item of expense pursuant to this claim. I further certify that all information shown above is true and correct.

10-8-2021
Date of Claim

Claimant

Claimant

Spaces Below to be Completed by County

8. Type occupancy and number of rooms verified prior to move on:

Date: 6-16-2020

By: _____ Signature

9. Vacancy verified on:

Date: 10-7-2021

By: _____ Signature

I certify that I have examined this claim and found it to conform to the applicable laws and regulations governing relocation assistance payments. I further certify the computation of the payment and the information as shown herein is correct.

This claim is recommended for payment. This claim is recommended for payment as follows:

Amount of $ 1,750.00

10-11-2021
Date

Relocation Agent

APPROVED

Date

Williamson County Judge

Breakdown of Room Count Claim

Print or Type All Information		
Room Description	**Number of Rooms in Unit**	**Number of Rooms in Claim**
Living Room	1	1
Dining Room	1	1
Kitchen	1	1
Family Room		
Bedroom	5	4
Study		
Kitchen-Den		
Living Room-Den		
Den		
Living Room-Dining Room		
Sleeping Room		
Others		
Basement		
Garage 2 car	1	0
Storage Room		
Attic		
Total	9	7

Remarks: (Where totals in the two columns differ by line item explain in "Remarks")

The displace abandoned several pieces of furniture and various personal property throughout the house. The amount of property not moved would be approximately for 2 rooms, therefore we are not counting 2 rooms as part of this move claim.

Signed _____

Moving Expense Schedules A & B

A. UNFURNISHED UNITS - Occupant owns furniture.					
No. of Rooms	One	Two	Three	Four	Five
Amount	$600	$800	$1,000	$1,200	$1,400
No. of Rooms	Six	Seven	Eight	Each Additional Room	-
Amount	$1,600	$1,750	$1,900	$150	-

B. FURNISHED UNITS - Occupant does not own furniture.	
First Room	Each Additional Room
$400	$50

CERTIFICATION OF ELIGIBILITY

SE Loop
Parcel: 68
Displacee: Brian Brown

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Brian Brown
Claimant

Date: 10-08-2021

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

CERTIFICATION OF ELIGIBILITY

SE Loop
Parcel: 68
Displacee: Lacy Brown

Individuals, Families and Unincorporated Businesses or Farming Operations

I certify that myself and any other party(ies) with a financial interest in this relocation assistance claim are either:

☑ Citizens or Nationals of the United States

or

☐ Aliens lawfully present in the United States

* If an Alien lawfully present in the United States, supporting documentation will be required.

Lacy Brown
Claimant

Date: 10-08-2021

Claimant

Date:

Incorporated Business, Farm or Nonprofit Organizations

I certify that I have signature authority for this entity and such entity is lawfully incorporated under the applicable state's laws and authorized to conduct business within the United States.

Claimant

Date:

Commissioners Court - Regular Session **91.**

Meeting Date: 10/19/2021

SE Loop Segment 2 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract and residential lease agreement with Roger and Kelly Conrad for right of way needed on the SE Loop Segment 2 project (Parcel 29). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Conrad contract and Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:55 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 10:46 AM
Final Approval Date: 10/14/2021		

REAL ESTATE CONTRACT
Corridor SE Loop

THIS REAL ESTATE CONTRACT ("Contract") is made by and between ROGER AND KELLY CONRAD (referred to in this Contract as "Seller", whether one or more) and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> Being all of an 8.116-acre tract of land, more or less, out of the M. Wilbarger Survey, Abstract No. 663, in Williamson County, part of a 16.236-acre tract conveyed to John E. Huegele and Roger Conrad as described in Volume 882, Page 947, Deed Records of Williamson County, Texas (Parcel 29);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", and any improvements and fixtures situated on and attached to the Property described, or bisected by the acquisition and not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property shall be the sum of ONE MILLION FIFTEEN THOUSAND and 00/100 Dollars ($1,015,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser;

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company at 305 Denali Pass, Suite A Cedar Park, Texas on or before October 31, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title

curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property or as otherwise described herein, free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "A" attached hereto and incorporation herein.

(3) Provide reasonable assistance, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Purchaser's favor in the full amount of the Purchase Price, insuring each Grantee's fee simple and/or easement interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property, subject to leaseback as set out in Paragraph 5.03(b) herein.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

(b) At Closing, Purchaser and Seller shall enter into a lease agreement (the "Leaseback Agreement") wherein Purchaser, as Landlord, shall lease back to Seller, as Tenant, the Property for an initial term which shall terminate on or before April 31, 2022, such term commencing on the Closing Date. The Leaseback Agreement shall be in the form attached hereto as Exhibit "B".

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser

being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, which date is indicated beneath the Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Purchase of Future Right of Way

8.12. Purchaser acknowledges that it is an entity which possesses the power of condemnation, and that the Property has been identified for the proposed future Southeast Loop Segment 2 right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

SELLER:

Roger C. Conrad
Roger Conrad

Address: 1401 CR 137 Hutto, TX 78634

Date: OCTOBER 6, 2021

Kelly M. Conrad
Kelly Conrad

Date: 10-6-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date:_____

Exhibit "A"

Parcel 29

DEED

Southeast Loop (Corridor A1) Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That ROGER CONRAD and KELLY CONRAD, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being all of an 8.116-acre tract of land, more or less, out of the M. Wilbarger Survey, Abstract No. 663, in Williamson County, part of a 16.236-acre tract conveyed to John E. Huegele and Roger Conrad as described in Volume 882, Page 947, Deed Records of Williamson County, Texas (Parcel 29);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: outbuildings

Grantor covenants and agrees to remove the Retained Improvements from the Property on or before the earlier of April 31, 2022, or upon the termination of any leaseback period for the Property, subject to such extensions of time as may be authorized by Grantee in writing.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Southeast Loop/Corridor A1.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantee acknowledges that it is an entity which possesses the power of condemnation, and that the deed for the Property is being delivered for proposed future Southeast Loop right of way on the current Williamson County Long Range Transportation Plan and the current Williamson County Transportation Plan.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2021.

[signature page follows]

GRANTOR:

_____
Roger Conrad

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Roger Conrad, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Kelly Conrad

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Kelly Conrad, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

RESIDENTIAL LEASE AGREEMENT

By this Residential Lease Agreement ("Lease") between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas and the true and lawful owner of the Premises subject of this Lease, (hereafter called "Landlord"); and ROGER AND KELLY CONRAD, (hereafter collectively called "Tenant"); Landlord hereby leases to Tenant, and the Tenant hires and takes form the Landlord, all that certain 8.116-acre plot of land with the dwelling and appurtenances thereon known and described in the M. Wilbarger Survey, Abstract No. 663, also known as 1401 CR 137 Hutto, Texas 78634 (hereinafter referred to as the "Premises), to be used and occupied solely as a strictly private dwelling for one family only, by the Tenant and the family of the Tenant and not otherwise, according to the following terms and conditions:

1. TERM. The initial term of this Lease shall not exceed SIX (6) months commencing on November 1, 2021 ("Commencement Date") and ending on April 31, 2022 at 11:59 p.m. ("Termination Date").

2. RENT. Tenant agrees to pay, without demand, deduction or offset, to Landlord as rent for the Premises $500 (FIVE Hundred) and no/100 Dollars ("Initial Base Rent"), on the first (1st) day of each calendar month in advance, beginning on the 1st day of November, 2021. at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Landlord may designate in writing. Tenant shall additionally pay a prorated rental amount for any period between the Commencement Date and the date the first rental payment is due as set out herein.

3. LATE CHARGES AND FEES FOR RETURNED CHECKS. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord an initial late charge of Twenty-Five and No/100 Dollars ($25.00), plus additional late charges of Fifteen and No/100 Dollars ($15.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Tenant hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise, at law or in equity, for Tenant's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Tenant further agrees to pay Landlord Twenty-Five and No/100 Dollars ($25.00) for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Landlord has received payment in full. Landlord may, upon written notice to Tenant, require Tenant to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Landlord.

4. OPTION TO EXTEND OR TERMINATE LEASE. In the event Tenant wishes to extend this lease following the initial term or any extended term thereafter, Tenant shall provide Landlord with a written request to extend the Lease. Following Landlord's receipt of Tenant's extension request, Landlord shall have the option to deny or accept the request, as it deems in the best interest of Williamson County. If the Landlord accepts Tenant's extension request, the extended

term shall begin on the expiration of the Initial Lease Term or the then current "Extension Term" of this Lease, as appropriate. All terms, covenants, and provisions of this Lease shall apply to each such Extension Term, except that Landlord shall reserve the right to modify the duration of any Extension Term.

Tenant at its sole option may terminate this Lease at any time by delivering a minimum of thirty (30) days prior written notice of such early termination to Landlord.

5. APPLICATION OF FUNDS. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to late charges, returned check charges, charges for repairs that Tenant shall be obligated to pay under the terms of this Lease, and unpaid utility charges, then to rent. Tenant's notations on Tenant's payments shall not affect the Landlord's application of funds.

6. QUIET ENJOYMENT. Landlord covenants that, on paying the rent and performing the covenants contained in this Lease, Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

7. USE OF PREMISES. The Premises shall be used and occupied by Tenant exclusively as a private single family residence, and no part of it may be used by Tenant at any time during the term of this Lease or extension of same for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family residence. Tenant shall comply with all the sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease. Tenant and all other persons on the Premises must refrain from conducting themselves in any way that would unduly disturb Tenant's neighbors or constitute a breach of the peace. Tenant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type, including child care; (d) any activity which violates any applicable rules and/or regulations of Landlord; (e) any illegal or unlawful activity; or (f) other activity which will obstruct, interfere with, or infringe on the rights of other persons near the Premises.

Tenant hereby acknowledges and agrees that Tenant shall be solely liable for and shall promptly pay all fines, fees or charges assessed against the Tenant and/or the Premises for violations by Tenant of: (a) any laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of and the sidewalks connected to the Premises during the term of this Lease; (b) any illegal or unlawful activity; or (c) other activity which obstructs, interferes with, or infringes on the rights of other persons near the Premises.

LIMITED USE OF PREMISES BY LANDLORD FOR UTILITY ADJUSTMENT.

Prior to the Termination Date, County and any public utility companies affected or conflicted by the Roadway Construction Project shall be allowed to enter the Property with prior notice to Grantor solely to complete construction of any required utility adjustments, realignments, installations or removals of utility facilities or for other preliminary site testing, as long as such utility construction or testing activities do not interfere with the continued occupation, temporary operation, remainder relocation or reconfiguration activities of Grantor's uses existing as of the date of this Agreement

NUMBER OF OCCUPANTS. Without prior approval and consent from Landlord the Premises may be occupied by no more than 5 persons. Tenant may not permit any guests to stay on or in the Premises longer than fourteen (14) consecutive or non-consecutive days during the term of this Lease or any Extension Term without the prior written consent of the Landlord.

11. CONDITION OF PREMISES. TENANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY TENANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS LEASE THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. TENANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LANDLORD HAS NOT MADE, DOES NOT MAKE AND, TO THE FULLEST EXTENT AUTHORIZED BY LAW, SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LANDLORD HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LANDLORD HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE PREMISES

AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". TENANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE. TENANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS LEASE AGREEMENT.

12. ASSIGNMENT AND SUBLETTING. Without the prior written consent of Landlord, Tenant may not assign the Lease or sublet or grant any license to use the Premises or any part of them. A consent by Landlord to one assignment, subletting, or license shall not be considered a consent to any subsequent assignment, subletting, or license. An assignment, subletting, or license without the prior written consent of Landlord or an assignment or subletting by operation of law shall be void and Landlord, at Landlord's option, may immediately terminate this Lease.

13. ALTERATIONS AND IMPROVEMENTS. At its sole cost Tenant may make improvement to and remove the structures or improvements paid for and retained by Tenant pursuant to the terms of that certain prior real estate contract and Deed conveyance between the parties concerning the Premises. Unless otherwise provided by written agreement between Landlord and Tenant, all alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, with the exception of fixtures removable without damage to the Premises and movable personal property, shall be the property of Tenant and may be elected to be removed by Tenant pursuant to the terms of the prior real estate contract agreement at the expiration or termination of this Lease. Except as permitted by law, this Lease, or pursuant to Landlord's prior written consent, Tenant may not: (a) keep or permit any hazardous material on the Premises, which shall include but not be limited to flammable or explosive materials which might cause fire or extended insurance coverage to be suspended or canceled or any premiums to be increased; (b) dispose of any environmentally detrimental substance (i.e. motor oil or radiator fluid) on the Premises; or (c) cause or allow any mechanic's or materialman's lien to be filed against any portion of the Premises or Tenant's interest in this Lease.

14. DAMAGE TO PREMISES. If the dwelling structures on the Premises are damaged by casualty loss or are otherwise rendered uninhabitable this Lease shall terminate and the parties shall have no further obligations to each other under this Agreement.

15. CARE AND MAINTENANCE. By execution of this Lease Tenant acknowledges that the Premises is habitable for occupancy and that Landlord shall not be required to make any repairs or alterations to the Premises prior to the commencement of this agreement.

16. INSURANCE. Landlord shall not carry any type of insurance which would provide coverage for the improvements located on the Premises for which ownership was retained by Tenant pursuant to the terms of the real estate contract between the parties for purchase of the Premises. **Tenant acknowledges, however, that Tenant and Tenant's property will not be covered by any hazard insurance or other form of insurance that may be carried by Landlord.** The Tenant assumes the risk of loss on all contents of the Leased Premises owned by the Tenant and/or personal injuries arises on the Leased Premises and Tenant hereby agrees to

obtain any insurance coverage that Tenant desires or deems necessary. Furthermore, Tenant's insurance shall be primary as to any other existing, valid, and collectible insurance Landlord may otherwise be permitted to maintain.

17. UTILITIES. Tenant shall be responsible for arranging and paying for all utility services required on the Premises, including but not limited to electricity, gas, water, wastewater, garbage, telephone, alarm monitoring systems, television, sewer charges, and trash collection. Tenant further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Premises. Tenant must, at a minimum, keep the following utilities on at all times during the term of this Lease: gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Tenant fails to keep said utilities on during the term of this Lease or any extension of the term of this Lease, Tenant shall be deemed to be in default of this Lease.

18. MAINTENANCE AND REPAIR. At Tenant's expense, Tenant shall keep and maintain the Premises and appurtenances in good sanitary condition during the term of this Lease and any extension of it. In particular, Tenant shall keep the fixtures in the house or on or about the Premises in good order and repair; keep the furnace and HVAC systems clean and in good working order; promptly dispose of all garbage in appropriate receptacles; supply and change smoke detector batteries; promptly eliminate any dangerous condition on the Premises caused by Tenant or caused by Tenant's family, agent, or visitor; take necessary precautions to prevent broken water pipes due to freezing; replace any lost or misplaced keys; pay any periodic, preventative, or additional extermination costs desired by Tenant; maintain and use reasonable diligence in maintaining the yard and landscape in or on the Premises, which shall include but not be limited to watering, mowing, fertilizing, trimming and controlling all lawn pests on all lawns, shrubbery, bushes, flowers, gardens, trees, rock or other landscaping and foliage on or encroaching on the Premises or any easement appurtenant to the Premises; and keep the walls free from dirt and debris.

Tenant shall make all repairs to the Premises and improvements thereon, which shall include but not be limited to the plumbing systems, cooking appliances, cooling system, heating system, sanitary systems, and other electric and gas fixtures which are required to keep the Premises in as good and commercially functional of a condition as existed upon entry, reasonable wear and tear excepted.

Tenant agrees that no signs will be placed on or about the Premises by Tenant or at Tenant direction without the prior written consent of Landlord.

19. SECURITY DEVICES AND EXTERIOR DOOR LOCKS. The Texas Property Code requires that the Premises be equipped with certain types of locks and security devices. Said Code will govern the rights and obligations of the parties regarding security devices. **All notices or requests by Tenant for re-keying, changing, installing, repairing, or replacing security devices must be made in writing to the Landlord. All additional security devices or additional re-keying or replacement of security devices desired by Tenant shall be paid by Tenant in advance and may only be installed by Landlord or Landlord's contractors after receiving a written request from Tenant.**

20. SMOKE DETECTORS. The Texas Property Code requires that the Premises be equipped with smoke detectors in certain locations. Said Code will govern the rights and obligations of the parties regarding smoke detectors. **All requests for additional installation, inspection or repair of smoke detectors must be made in writing by Tenant to Landlord. Disconnecting or intentionally damaging a smoke detector or removing a battery without immediately replacing it with a working battery may subject Tenant to civil penalties and liability for damages and attorney fees under the Texas Property Code.**

21. VEHICLES. Tenant may not permit more than 4 vehicles, which shall include but not be limited to automobiles, non-commercial passenger trucks, recreational vehicles, trailers, motorcycles, and boats, on the Premises for more than twenty-four (24) consecutive hours unless authorized in writing by Landlord. Under no circumstances may Tenant park or drive any vehicle on the Premises' yard and/or landscape. Tenant may not store any vehicles on or adjacent to the Premises or on the street in front of the Premises. Tenant shall under no circumstances permit any type of commercial vehicle to be stored or parked on or adjacent to the Premises or on the street in front of the Premises, other than vehicles present during periods of performing commercial services work at or on the Premises at the request of Tenant or Landlord (including removal of the improvements retained by Tenant). Tenant hereby acknowledges and agrees that Landlord may tow, at Tenant's sole expense, any improperly parked or inoperative vehicle on or adjacent to the Premises in accordance with all applicable state and local laws. For purposes of this provision, an inoperative vehicle shall mean and include a vehicle that is not in good working order and that does not have a current state inspection and registration sticker, as required by law.

22. LANDLORD'S INSPECTION OF AND ACCESS TO PREMISES. Landlord and Landlord's agents may inspect the Premises at reasonable times with advance notice to or permission from the Tenant, which shall not be unreasonably withheld.

23. SUBORDINATION OF LEASE. This Lease and Tenant's interest under it are and will be subordinate to any encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such encumbrances, the interest payable on any encumbrances, and all renewals or extensions of such encumbrances.

24. LIABILITY. UNLESS CAUSED BY LANDLORD'S NEGLIGENCE, TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD IS NOT LIABLE OR RESPONSIBLE TO TENANT, TENANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. TENANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS LANDLORD AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LANDLORD OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY TENANT; FROM ANY NEGLECT OR FAULT OF TENANT OR THE FAMILY, AGENTS, GUESTS OR INVITEES OF TENANT IN

USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LANDLORD OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE PREMISES BY TENANT OR TENANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, TENANT AGREES THAT TENANT OR ANY OTHER PERSON ON THE PREMISES WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LANDLORD OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

25. SURRENDER OF PREMISES. On or before the Termination Date of this Lease or any termination date of an Extension Term or any date of termination allowed hereunder, for any improvements which are elected **NOT** to be retained and removed pursuant to the terms of the real estate contract and Deed between the parties for conveyance of the Premises, Tenant shall surrender ("Surrender" shall mean vacating the Premises and returning all keys and access devices to the Landlord) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted. If Tenant leaves any personal property or belongings in, on or about the Premises after Tenant surrenders possession of the Premises, all such personal property and/or belongings of Tenant will be forfeited to and become the property of the Landlord. In the event that Tenant forfeits such personal property or belongings pursuant to the terms of this Lease, Tenant hereby acknowledges and agrees that Landlord may dispose of such personal property or belongings of Tenant, without liability to Landlord, in any manner in which Landlord, in Landlord's sole discretion, deems fit or reasonable.

26. ABANDONMENT. If Tenant abandons the Premises, Tenant will be in default of this Lease. "Abandon" shall mean Tenant is absent from the Premises for Fourteen (14) consecutive days.

27. HOLDOVER. If Tenant fails to vacate the Premises on or before the Termination Date of this Lease or at the end of any Extension Term or on the effective date of any termination allowed hereunder, Tenant will pay rent for the holdover period and **INDEMNIFY** Landlord and/or Landlord's prospective tenants for damages, which shall include but not be limited to lost rents, lodging expenses, and attorney's fees, incurred by them due to Tenant's holdover. In the event of a holdover, Landlord, at Landlord's sole discretion and option, may extend this Lease up to one month by notifying Tenant in writing of its election to extend this Lease one additional month. Rent for any holdover period will be Two (2) times the monthly rent calculated on a daily basis and will be immediately due and payable daily without further notice or demand to Tenant.

28. DEFAULT BY TENANT. Tenant hereby acknowledges and agrees that if Tenant fails to comply with any provision of this Lease, such failure shall be deemed to be a material breach of this Lease. Furthermore, if Tenant fails to comply with any provision of this Lease, other than the covenant to pay rent, or with any present rules and regulations or any that may be hereafter prescribed by Landlord, or if Tenant fails to comply with any duties imposed on Tenant by law,

Landlord may immediately terminate the Lease and/or avail itself of any remedies that are available at law or in equity. If Landlord decides that Tenant should be allowed the opportunity to correct the noncompliance, Landlord may deliver a written notice specifying the noncompliance and allowing Seven (7) days within which it may be corrected. If compliance is not made, Landlord may then terminate the Lease and/or avail itself of any remedies that are available at law or in equity.

If Tenant fails to pay rent when due, and the default continues for Three (3) days after delivery of written demand by Landlord for payment of the rent or possession of the Premises, Landlord may terminate the Lease.

29. DEFAULT BY LANDLORD. In the event of default by Landlord of any covenant, warranty, term or obligation of this Lease, Landlord's failure to cure same or commence a good faith effort to cure same within Thirty (30) days after written notice thereof by Tenant shall be considered a default and shall entitle Tenant to terminate this Lease. Tenant hereby acknowledges that such right to terminate shall be the sole remedy available in the event Landlord breaches this Lease and fails to cure as set forth in this provision.

30. LANDLORD'S LIEN AND ENFORCEMENT THROUGH SEIZURE. TENANT GRANTS LANDLORD A LIEN FOR UNPAID RENT THAT IS DUE, COVERING ALL NONEXEMPT PROPERTY OF TENANT THAT IS IN THE RESIDENCE. LANDLORD SHALL HAVE THE RIGHT TO SEIZE TENANT'S NONEXEMPT PERSONAL PROPERTY TO SECURE THE PAYMENT OF SUMS DUE UNDER THIS LEASE, IN THE MANNER PROVIDED BY LAW, AND IF LANDLORD SEIZES ANY SUCH PROPERTY, LANDLORD SHALL GIVE NOTICE TO TENANT, AND TENANT MAY OBTAIN THE RETURN OF THE PROPERTY, ALL AS PROVIDED IN SECTION 54.044 OF THE TEXAS PROPERTY CODE. LANDLORD IS ENTITLED TO COLLECT A CHARGE FOR PACKING, REMOVING AND STORING PROPERTY SO SEIZED, AND IF THE PROPERTY IS SOLD, LANDLORD MAY ALSO COLLECT A CHARGE FOR THE COSTS OF SELLING THE PROPERTY.

IF TENANT HAS NOT PAID ALL DELINQUENT RENT WITHIN SEVEN (7) DAYS OF RECEIVING THE NOTICE REQUIRED UNDER SECTION 54.044 OF THE TEXAS PROPERTY CODE, LANDLORD MAY GIVE TENANT NOTICE OF INTENT TO SELL THE PROPERTY IN THE MANNER PROVIDED IN TEXAS PROPERTY CODE SECTION 54.045, AND IF TENANT FAILS TO REDEEM THE PROPERTY PRIOR TO THE DATE AND TIME OF SALE BY PAYING ALL DELINQUENT RENTS, REASONABLE PACKING, MOVING, STORAGE AND SALE COSTS, LANDLORD MAY PROCEED TO SELL THE PROPERTY SO SEIZED, AND ACCOUNT FOR THE SALES PROCEEDS AS REQUIRED BY LAW. ANY PROCEEDS OF THE SALE REMAINING AFTER DEDUCTION OF LAWFUL COSTS AND OFFSETS ENUMERATED ABOVE SHALL BE RETURNED TO TENANT.

31. Tenant designates the following as the person to contact pursuant to Texas Property Code, Section 92.014 (a), in the event of Tenant's death, concerning the Premises:

Name of Designee Kelly Conrad

Address of Designee 1401 CR 137
Hutto, Tx 78634,
Cell # 1-512-825-3986

Telephone number of designee (512) 759-2037 Home #

and in the event of Tenant's death, Landlord is further authorized to:

a. grant Tenant's designee access to the Premises at a reasonable time and in the presence of Landlord or Landlord's agent;
b. allows Tenant's designee to remove any of Tenant's property found at the Premises; and
c. refund Tenant's security deposit, less lawful deductions, to the designee.

32. REPRESENTATIONS. Tenant's statements and representations in this Lease are material representations relied upon by Landlord. If Tenant makes any misrepresentation in this Lease, Tenant shall be in default and breach of this Lease. Each party hereto states that he or she is of legal age to enter into this Lease. This provision shall survive termination of the Lease.

33. TENANTS' JOINT AND SEVERAL LIABILITY. All Tenants are jointly and severally liable for all provisions of this Lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this Lease or any extension of this Lease, or its termination shall be binding on all Tenants executing this Lease.

34. RECOVERY OF COSTS. In any action taken to enforce or interpret this Lease, the prevailing party will be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees.

35. ELECTION BY LANDLORD NOT EXCLUSIVE. The exercise by Landlord of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Landlord by this Lease agreement or by statute or law. The failure of Landlord in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Landlord shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Landlord of rent or any other payment or part of payment required to be made by the Tenant shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or

be deemed to be a waiver of this breach, and no waiver by Landlord of any of the provisions of this Lease, or any of Landlord's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Landlord in writing.

36. VENUE AND GOVERNING LAW. Each party to this Lease hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Lease shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Lease is governed by the laws of the United States, this Lease shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

37. RELATIONSHIP OF THE PARTIES. In the performance of this Lease, each party shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. Neither party shall be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Tenant shall not be provided any form of compensation or any benefits that are provided to employees of Landlord, including, but not limited to health insurance, workers compensation insurance or any other remuneration that is provided to employees of Landlord.

38. SEVERABILITY AND INTERPRETATION CONSISTENT WITH LAW. This Lease is intended to comply with all applicable Texas statutes relative to rental agreements. If any provision of this lease is deemed by a court of competent jurisdiction to violate a Texas statute, the violation is inadvertent. If a provision is found to be so violative, the provision shall be considered void and severed from the lease and the balance of the Lease shall remain in full force and effect. Nothing contained in this Lease shall be construed as exculpating the Landlord from liability for the Landlord's failure to perform or Landlord's negligent performance of a duty imposed by law. Also, nothing contained in this Lease shall be construed as releasing either party from a duty to mitigate or minimize the damages to the other party.

39. LANDLORD'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. Gary Wilson, Director of Facilities for Williamson County (or his successor, as designated by Landlord), shall serve as the Landlord's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Tenant.

Landlord's lease administrator and property manager contact information is as follows:

Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1609
Fax: (512) 930-3313

Email: facilities@wilco.org

For all requests for services or repairs which Landlord is obligated to provided and perform under this Lease, Tenant shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

40. NOTICES. Any notice required or permitted under this Lease must be in writing. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

Landlord's Address: Dale Butler (or successor)
Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1636
Fax: (512) 930-3313
Email: facilities@wilco.org

Tenant's Address: 1401 CR 137
Hutto, TX 78634

41. REPORTS OF ACCIDENTS. Within Twenty Four (24) hours after Tenant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Tenant, the Tenant shall send a written report of such accident or other event to the Landlord, setting forth a full and concise statement of the facts pertaining thereto. The Tenant shall also immediately send the Landlord a copy of any summons, subpoena, notice, or other documents served upon the Tenant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

42. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Lease.

43. BINDING OF HEIRS AND ASSIGNS. All provisions of this Lease shall extend to and bind not only the parties to this Lease, but to each and every one of the heirs, executors, representatives, successors and assigns of Landlord and Tenant.

44. NO THIRD-PARTY BENEFICIARIES. This Lease is for the sole and exclusive benefit of the Tenant and Landlord, and nothing in this Lease, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

45. NO WAIVER OF IMMUNITIES. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Landlord, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Landlord does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

46. FORCE MAJEURE. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Lease. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

47. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar year or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the commencement date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

48. EXECUTION IN COUNTERPARTS. This Lease may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

49. BINDING EFFECT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Landlord and Tenant relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference.

[signature pages follow]

Signed, sealed and delivered this OCTOBER 6, 2021.

LANDLORD:

WILLIAMSON COUNTY, TEXAS

By: _____

Bill Gravell, Jr.,
Williamson County Judge

Date: _____

TENANT:

Roger A. Conrad

Roger Conrad

Kelly M. Conrad

Kelly Conrad

IMPORTANT LEGAL NOTICES

Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

If Tenant gives Landlord notice according to Tex. Prop. Code Ann. § 92.056 regarding a condition that materially affects the physical health or safety of an ordinary tenant, and Landlord fails to repair the condition within a reasonable time, Tenant is entitled to the following remedies:

(1) Terminate the lease;
(2) Have the condition repaired or remedied;
(3) Deduct from Tenant's rent, without necessity of judicial action, the cost of the repair or remedy; and
(4) Obtain judicial remedies according to Tex. Prop. Code Ann. § 92.0563.

Note that if Tenant chooses to terminate the lease, the following applies:

(1) Tenant is entitled to a pro rata refund of the rent from the later of the following: (a) date of termination of the lease; (b) date Tenant moves out;
(2) Tenant is entitled to deduct security deposit from his or her rent without the necessity of a lawsuit or to obtain a refund of the security deposit according to law; and
(3) Tenant is not entitled to repair and deduction remedies under Tex. Prop. Code Ann. § 92.0561 of the Property Code or judicial remedies under Tex. Prop. Code Ann. § 92.0563(a)(1), (2).

Commissioners Court - Regular Session **92.**

Meeting Date: 10/19/2021

Sam Bass Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Jimmie and Sally Zimmerman for right of way needed on the Sam Bass Rd. project (Parcel 75). Funding Source: Road Bonds P462

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Zimmerman Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:55 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 10:49 AM
Final Approval Date: 10/14/2021		

REAL ESTATE CONTRACT
Corridor H/Sam Bass Road Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by JIMMIE M. ZIMMERMAN and SALLY K. ZIMMERMAN (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.054 of an acre (2,355 sq. ft.) tract of land out of the W. Kinkaid Survey, Abstract No. 374, and the W. Dugan Survey, Abstract No. 190, in Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" to be attached (with final, signed version to be provided prior to Closing). (**Parcel 75**); and

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibits "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property, any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of FOURTEEN THOUSAND ONE HUNDRED THIRTY and 00/100 Dollars ($14,130.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in good funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

3.03. The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title on or before October 31, 2021, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested to cause Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise be the continuing obligation of Seller to fully satisfy. Agricultural roll-back taxes, if any, which directly result from the completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

Jimmie M. Zimmerman

Address: 1909 Tonkawa Trail
Round Rock, Texas 78681

Date: 10-01-21

Sally K. Zimmerman

Sally K. Zimmerman

Date: 10-1-21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 75
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

May 17, 2021

PROPERTY DESCRIPTION FOR PARCEL 75

DESCRIPTION OF A 0.054 ACRE (2,355 SQ. FT.) PARCEL OF LAND LOCATED IN THE W. KINCAID SURVEY, ABSTRACT 374, WILLIAMSON COUNTY, TEXAS, AND IN THE W. DUGAN SURVEY, ABSTRACT 190, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 5, TONKAWA SPRINGS, A SUBDIVISION OF RECORD IN CABINET C, SLIDE 316, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.TX.), DESCRIBED IN A DEED TO JIMMIE M. ZIMMERMAN & WIFE, SALLY K. ZIMMERMAN, RECORDED SEPTEMBER 20, 1988 IN VOLUME 1710, PAGE 26, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.054 ACRE (2,355 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 87.93 feet right of County Road 175 (Sam Bass Road) Engineer's Centerline Station (E.C.S.) 382+56.06 on the existing south right-of-way line of Sam Bass Road, a variable width right-of-way, per plat recorded in Cabinet C, Slide 238, P.R.W.C.TX., for the northeast corner of Lot 4, of said Tonkawa Springs Subdivision, described in a deed to Albert W. Johnson, III & Jackie K. Johnson, recorded in Document No. 2011068725, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), same being the northwest corner of Lot 3, of said Tonkawa Springs Subdivision, described in a deed to Brian Herbert Anderson recorded in Document No. 2016023994, O.P.R.W.C.TX.;

THENCE N 75°43'09" W, with the existing south right-of-way line of said Sam Bass Road, a distance of 185.87 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,167,919.19, E=3,117,518.42) set 66.78 feet right of Sam Bass Road E.C.S. 380+67.74 on the proposed south right-of-way line of Sam Bass Road, for the east corner and the **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 85°16'50" W, departing the existing south right-of-way line of said Sam Bass Road, with the proposed south right-of-way line of said Sam Bass Road, over and across said Lot 5, a distance of 219.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 67.10 feet right of Sam Bass Road E.C.S. 378+44.54 on the existing east right-of-way line of Tonkawa Trail, a variable width right-of-way, per plat recorded in Cabinet C, Slide 316, P.R.W.C.TX., for the southwest corner of the parcel described herein, said point being the beginning of a curve to the right, from which a 1/2-inch iron rod found, for the most westerly northwest corner of said Lot 5, bears with a curve to the left, an arc distance of 4.55 feet, through a central angle of 13°02'06", having a radius of 20.00 feet, and a chord that bears S 18°31'02" W, a distance of 4.54 feet;

2) **THENCE** departing the proposed south right-of-way line of said Sam Bass Road, with the existing east right-of-way line of said Tonkawa Trail and said curve to the right, an arc distance of 24.15 feet, through a central angle of 69°11'04", having a radius of 20.00 feet, and a chord that bears N 59°37'41" E, a distance of 22.71 feet to a 5/8-inch iron rod found on the existing south right-of-way line of said Sam Bass Road, for the most northerly northwest corner of said Lot 5 and the parcel described herein;

EXHIBIT "A"

County: Williamson
Parcel No.: 75
Highway: C.R. 175 (Sam Bass Road)
Limits: From: F.M. 1431
To: 1,000' East of Wyoming Springs Drive

THENCE departing the existing east right-of-way line of said Tonkawa Trail, with the existing south right-of-way line of said Sam Bass Road, the following two (2) courses and distances numbered 3-4:

3) S 85°46'43" E, a distance of 117.30 feet to a 1/2-inch iron rod found, and

4) S 75°43'09" E, a distance of 84.74 feet to the **POINT OF BEGINNING,** and containing 0.054 acres (2,355 sq. ft.) of land, more or less

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

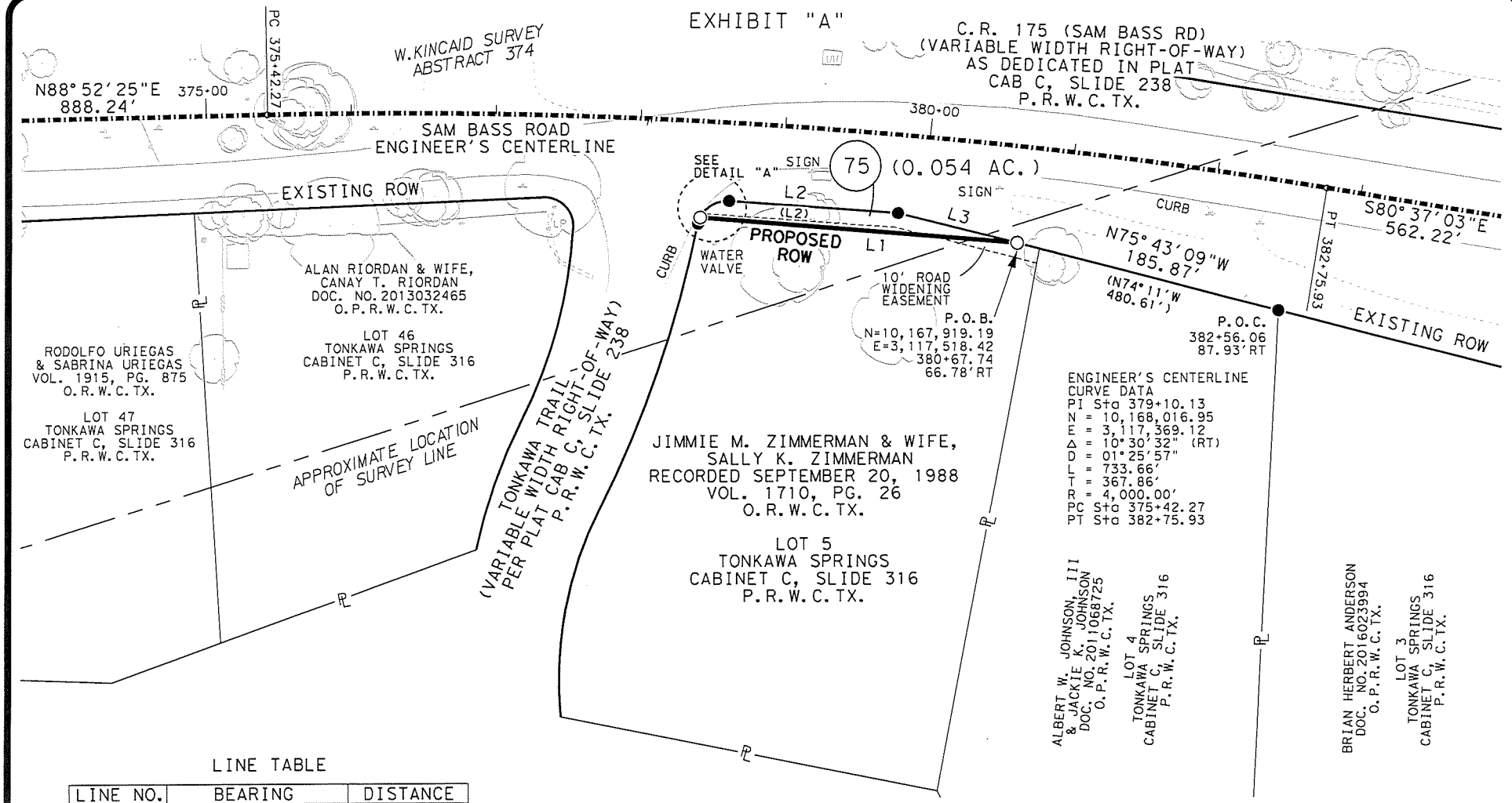
Preliminary

05/17/2021 8:20:12 AM

Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N85°16'50"W	219.44'
L2	S85°46'43"E	117.30'
(L2)	(N84°40'W)	(117.30')
L3	S75°43'09"E	84.74'

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	13°02'06"LT	20.00'	4.55'	4.54'	S18°31'02"W
C2	69°11'04"RT	20.00'	24.15'	22.71'	N59°37'41"E
(C2)			(28.70')	(26.30')	(S54°14'W)

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

N

REF. FIELD NOTE NO. 48871

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\75\PLAT\00\P-75.dgn

EXISTING	*2.220 AC.	ACQUIRE	0.054 AC.	REMAINING	2.166 AC. RIGHT

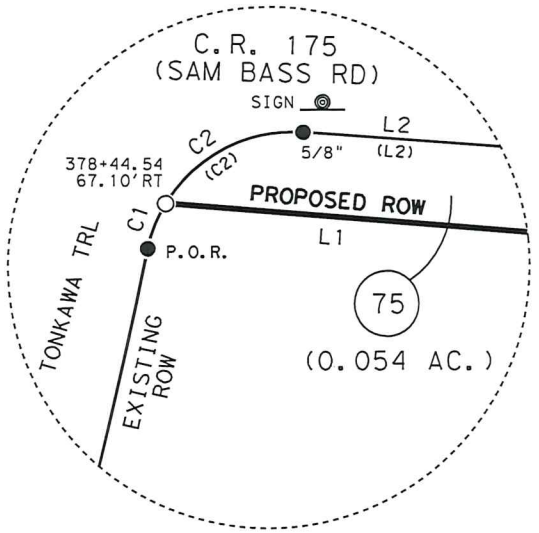
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JIMMIE M. ZIMMERMAN & WIFE,
SALLY K. ZIMMERMAN
PARCEL 75
0.054 AC. (2,355 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
————	DEED LINE (COMMON OWNERSHIP)



DETAIL "A"
NOT TO SCALE

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOTSHOWN.
3. SAM BASS ROAD ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM KFRIESE. SCHEMATIC RECEIVED BY SAM, LLC. IN APRIL, 2019.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Preliminary

05/17/2021 8:20:18 AM

DATE

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

REF. FIELD NOTE NO. 48871

FILE:\\saminc\aus\PROJECTS\1017038216\100\Survey\03Exhibits\75\PLAT\00\P-75.dgn

EXISTING	*2.220 AC.	ACQUIRE	0.054 AC.	REMAINING	2.166 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
JIMMIE M. ZIMMERMAN & WIFE,
SALLY K. ZIMMERMAN
PARCEL 75
0.054 AC. (2,355 SQ. FT.)

Commissioners Court - Regular Session **93.**

Meeting Date: 10/19/2021

Coupland ILA

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Coupland Regarding the City/County Participation in the Design and Construction Costs Related to the South Broad and Muery Streets Construction project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Coupland ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:17 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 10:53 AM
Final Approval Date: 10/14/2021		

INTERLOCAL AGREEMENT
REGARDING THE CITY/COUNTY PARTICIPATION IN THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE SOUTH BROAD AND MUERY STREETS CONSTRUCTION PROJECT

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT ("**Agreement**") is entered into between the City of Coupland, Texas, a Texas municipal corporation (the "**City**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the City and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing the reconstruction of South Broad and Muery Streets, the approximate location being shown on Exhibit "A", attached hereto, (the "County Project"); and

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's construction of the County Project with the Coupland city limits. The County Project includes pavement stabilization, surface treatment, grading and other activities related to the County Project.

II.
CONSTRUCTION OF COUNTY PROJECT

2.01 County Obligations. The County shall be responsible for all costs associated with the preliminary and final design, construction bidding and management, and all other costs related to the construction of the County Project.

2.04 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the Project. Any permits required by the City are hereby waived.

III.

CITY OBLIGATIONS

3.01 Permission to Construct. The City agrees to allow the County to construct the County Project within the City's boundaries. The City further agrees to accept maintenance of the County Project within the City limits.

IV.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit "A."

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

CITY:	**P.O Box 581, Coupland, TX 78615** **ATTN: Jack Piper** **Telephone: (512) 856-2635** Attn: City Administrator
COUNTY:	710 S. Main Street, Georgetown, Texas 78626 Attn: William Gravell, Jr. Telephone: (512) 943-1550 Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

CITY OF COUPLAND, TEXAS

By: Jack R Piper

Name: **Jack R. Piper**

Its: **Mayor**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 30 day of September, 2021, by Amber Hardin as Mayor of the City of Coupland, a Texas city, on behalf of said city.

Amber Hardin
Notary Public, State of Texas

AMBER HARDIN
Notary Public, State of Texas
Comm. Expires 08-17-2024
Notary ID 132627317

WILLIAMSON COUNTY, TEXAS

By:_____
Bill Gravell, Jr., County Judge

ATTEST:

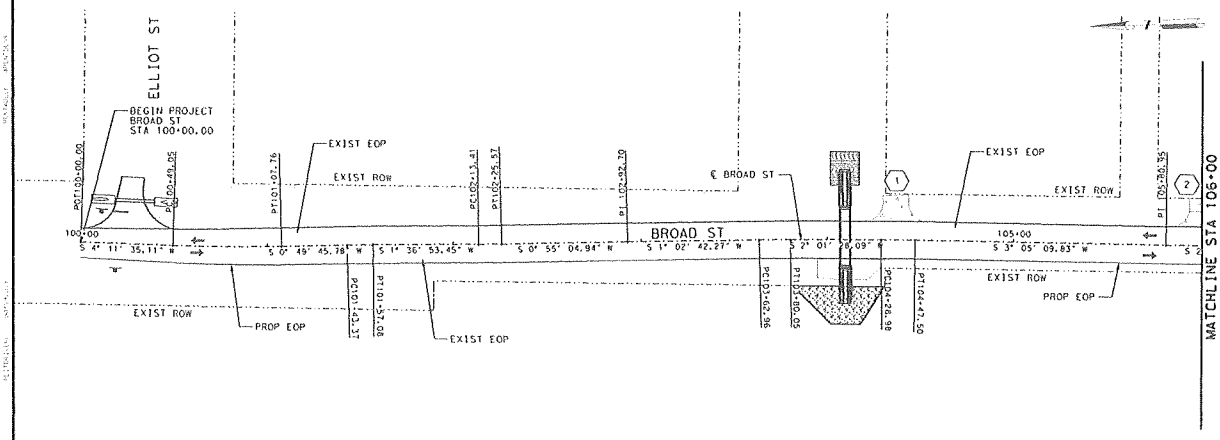
By: _____
Nancy Rister, County Clerk

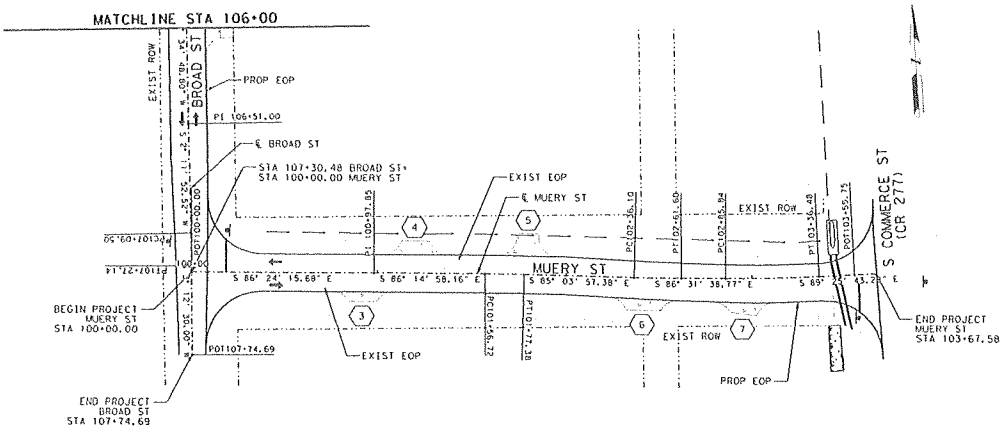
THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this ____ day of _____, 2021, by Bill Gravell, Jr., County Judge of Williamson County, Texas, on behalf of said County.

_____
Notary Public, State of Texas

Exhibit "A"





0 25' 50'
SCALE: 1" = 50'

8/27/2021

CONSOR

WILLIAMSON COUNTY
TEXAS

COUPLAND STREET PROJECT

PROJECT LAYOUT

FED. RD. DIST. NO.	FEDERAL AID PROJECT		SHEET NO.
6			3
STATE	DISTRICT	COUNTY	
TEXAS	AUS	WILLIAMSON	
CONTROL	SECTION	JOB	HIGHWAY
XX	XX	XX	XXX

Commissioners Court - Regular Session **94.**

Meeting Date: 10/19/2021

CR 100/CR 118 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Ronald and Janice Smith for right of way needed on the CR 100/CR 118 project (Parcels 4 &6). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Smith Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:27 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 10:56 AM
Final Approval Date: 10/14/2021		

REAL ESTATE CONTRACT
County Road 100/118 Right of Way—Parcels 4&6

THIS REAL ESTATE CONTRACT ("Contract") is made by **RONALD A. SMITH and JANICE H. SMITH** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.632 acre (27,548 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 4**); and
>
> Being a 0.206 acre (8,976 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 6**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of SEVENTY-SIX THOUSAND SEVEN HUNDRED FORTY and 00/100 Dollars ($76,740.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 15, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELLER:

Ronald A. Smith

Address: 5300 CR 100
Hutto, Texas 78634

Date: 10/5/2021

Janice H. Smith

Date: 10/5/2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

June 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 4

DESCRIPTION OF A 0.632 ACRE (27,548 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.748 ACRE TRACT OF LAND, DESCRIBED AS TRACT ONE IN A DEED TO RONALD SMITH AND WIFE, JANICE SMITH, RECORDED MARCH 10, 2000 IN DOCUMENT NO. 2000018149, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAME BEING A PORTION OF A CALLED 10.000 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO RONALD A. SMITH AND JANICE H. SMITH, HUSBAND AND WIFE, RECORDED MARCH 10, 2000 IN DOCUMENT NO. 2000018150, O.P.R.W.C.TX., AND ALSO BEING A PORTION OF A CALLED 4.868 ACRE TRACT OF LAND, DESCRIBED AS TRACT TWO IN A DEED TO RONALD SMITH AND WIFE, JANICE SMITH, RECORDED MARCH 10, 2000 IN DOCUMENT NO. 2000018149, O.P.R.W.C.TX.; SAID 0.632 ACRE (27,548 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 563.68 feet right of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 124+44.66 on the common line of said 4.868 acre tract and of a called 44.37 acre tract of land, described in a deed to Ronald Albert Smith and wife, Janice H. Smith, recorded in Document No. 1993008365, Official Records of Williamson County, Texas (O.R.W.C.TX.);

THENCE N 26°49'06" W, with the common line of said 4.868 acre tract and of said 44.37 acre tract, a distance of 497.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,133.88, E=3,168,488.47) set 68.01 feet right of C.R. 118 E.C.S 123+98.46 on the proposed south right-of-way line of C.R. 118, for the southeast corner and **POINT OF BEGINNING** of the parcel described herein;

THENCE departing the common line of said 4.868 acre tract and of said 44.37 acre tract, with the proposed south right-of-way line of said C.R. 118, over and across said 4.868 acre tract, said 10.000 acre tract, and said 7.748 acre tract, the following two (2) courses and distances numbered 1-2:

1) S 68°30'24" W, a distance of 344.90 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet right of C.R. 118 E.C.S 120+53.56, for the an angle point of the parcel described herein, said point being the beginning of a curve to the right, and

2) With said curve to the right, an arc distance of 374.42 feet, through a central angle 15°20'36", having a radius of 1,398.17 feet, and a chord that bears S 76°10'42" W, a distance of 373.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet right of C.R. 118 E.C.S 116+97.35 on the common line of said 7.748 acre tract and of a called 1.471 acre tract of land, described in a deed to Rick D. Kruger, recorded in Document No. 9838806, O.R.W.C.TX., for the west corner of the parcel described herein, from which a 1/2-inch iron rod found on the east line of the remainder of a called 100.98 acre tract of land, described in a deed to Rick D. Kruger and Richard H. Kruger, recorded in Document No. 9838805, O.R.W.C.TX., for the southwest corner of said 1.471 acre tract, same being the northwest corner of said 7.748 acre tract, bears S 68°55'07" W, a distance of 39.60 feet;

3) **THENCE** N 68°55'07" E, departing the proposed south right-of-way line of said C.R. 118, with the common line of said 7.748 acre tract and said 1.471 acre tract, passing at a distance of 115.60 feet a 1/2-inch iron rod found, for the southwest corner of a called 0.725 acre tract of land, described in a deed to Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust, recorded in Document No. 2015015381, O.P.R.W.C.TX., being further described in Document No. 1997049549, O.R.W.C.TX., same being the southeast corner of said 1.471 acre tract, and continuing for a total distance of 260.57 feet to a 1/2-inch iron rod found, for the northeast corner of said 7.748 acre tract, same being the northwest corner of said 10.000 acre tract, from which a 1/2-inch iron rod found, for the southwest corner of said 10.000 acre tract, same being the southeast corner of said 7.748 acre tract, bears S 18°57'48" E, a distance of 1,243.34 feet;

4) **THENCE** N 69°01'58" E, departing the common line of said 7.748 acre tract and said 1.471 acre tract, with the common line of said 0.725 acre tract and said 10.000 acre tract, passing at a distance of 173.81 feet a 1/2-inch iron rod found on the existing south right-of-way line of County Road 100 (C.R. 100), a variable width right-of-way, no record information found, for the southeast corner of said 0.725 acre tract, and continuing with the existing south right-of-way line of said C.R. 100, a total distance of 338.94 feet to a calculated point, for an angle point of the parcel described herein;

THENCE continuing with the existing south right-of-way line of said C.R. 100, the following two (2) courses and distances numbered 5-6:

5) N 68°31'33" E, a distance of 9.95 feet to a calculated point, for the northeast corner of said 10.000 acre tract, same being the northwest corner of said 4.868 acre tract, and

6) N 67°22'14" E, a distance of 101.08 feet to a 1/2-inch iron rod with a plastic cap stamped "STERNS 4649" found, for the northeast corner of said 4.868 acre tract, same being the northwest corner of said 44.37 acre tract;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 4
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

7) **THENCE** S 26°49'06" E, departing the existing south right-of-way line of said C.R. 100, with the common line of said 4.868 acre tract and of said 44.37 acre tract, a distance of 47.05 feet to the **POINT OF BEGINNING**, and containing 0.632 acres (27,548 sq. ft.) of land, more or less

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001218190. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

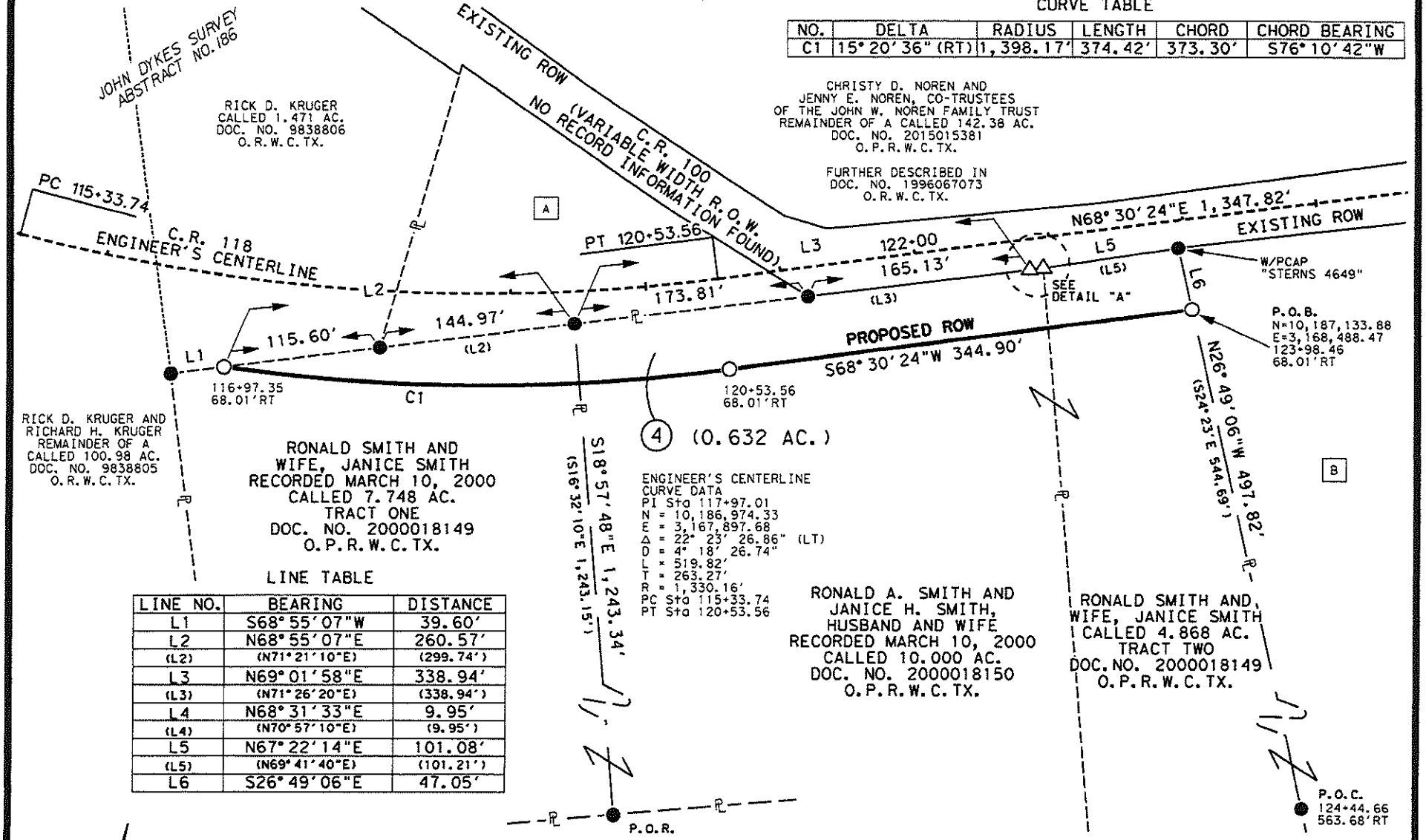
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

6/28/21
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15° 20' 36" (RT)	1,398.17'	374.42'	373.30'	S76° 10' 42"W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S68° 55' 07"W	39.60'
L2	N68° 55' 07"E	260.57'
(L2)	(N71° 21' 10"E)	(299.74')
L3	N69° 01' 58"E	338.94'
(L3)	(N71° 26' 20"E)	(338.94')
L4	N68° 31' 33"E	9.95'
(L4)	(N70° 57' 10"E)	(9.95')
L5	N67° 22' 14"E	101.08'
(L5)	(N69° 41' 40"E)	(101.21')
L6	S26° 49' 06"E	47.05'

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48874

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-4\P-4_1.dgn

EXISTING	22.616 AC.	ACQUIRE	0.632 AC.	REMAINING	21.984 AC. RIGHT

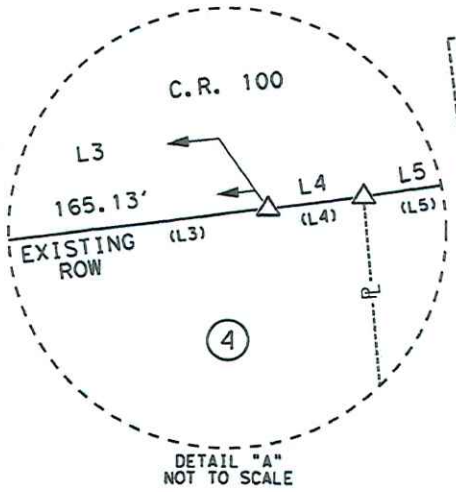
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RONALD A. SMITH AND JANICE H. SMITH, HUSBAND AND WIFE
PARCEL 4
0.632 AC. (27,548 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
◙	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---∿---	DISTANCE NOT TO SCALE
----------	DEED LINE (COMMON OWNERSHIP)
.....	PROPOSED TEMPORARY EASEMENT LINE



DETAIL "A"
NOT TO SCALE

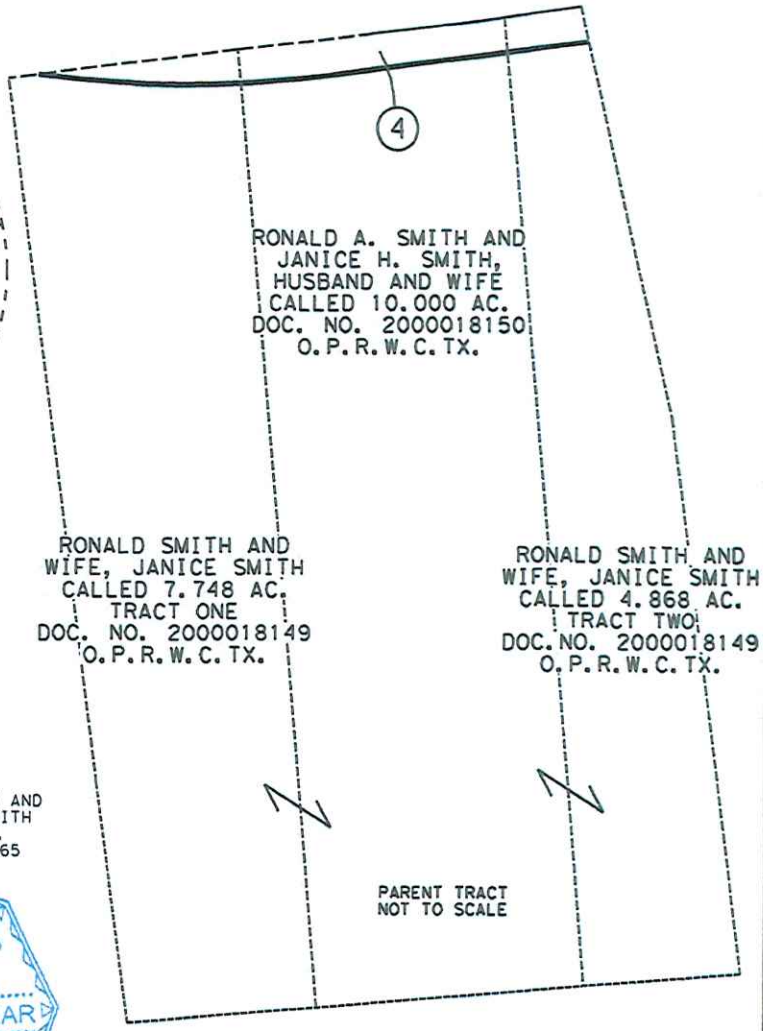
A

CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
CALLED 0.725 AC.
DOC. NO. 2015015381
O.P.R.W.C.TX.

FURTHER DESCRIBED IN
DOC. NO. 1997049549
O.R.W.C.TX.

B

RONALD ALBERT SMITH AND
WIFE, JANICE H. SMITH
CALLED 44.37 AC.
DOC. NO. 1993008365
O.R.W.C.TX.



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001218190. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

▪ AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

6/28/21
DATE

REF. FIELD NOTE NO. 48874

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-4\P-4_1.dgn

EXISTING	22.616 AC.	ACQUIRE	0.632 AC.	REMAINING	21.984 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RONALD A. SMITH AND JANICE H. SMITH,
HUSBAND AND WIFE
PARCEL 4
0.632 AC. (27,548 SQ. FT.)

EXHIBIT "B"

County: Williamson
Parcel No.: 6
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

June 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 6

DESCRIPTION OF A 0.206 ACRE (8,976 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 44.37 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO RONALD ALBERT SMITH AND WIFE, JANICE H. SMITH, RECORDED MARCH 8, 1993 IN DOCUMENT NO. 1993008365, OFFICAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.206 ACRE (8,976 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 563.68 feet right of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 124+44.66, for a common angle corner of a called 4.868 acre tract of land, described as Tract Two in a deed to Ronald Smith and wife, Janice Smith, recorded in Document No. 2000018149, Official Public Records of Williamson County, Texas (O.P.R.W.C.TX.), and said 44.37 acre tract;

THENCE N 26°49'06" W, with the common line of said 44.37 acre tract and said 4.868 acre tract, a distance of 497.82 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,133.88, E=3,168,488.47) set 68.01 feet right of C.R. 118 E.C.S 123+98.46 on the proposed south right-of-way line of C.R. 118, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 26°49'06" W, departing the proposed south right-of-way line of said C.R. 118, continuing with the common line of said 44.37 acre tract and said 4.868 acre tract, a distance of 47.05 feet to a 1/2-inch iron rod with a plastic cap stamped "STERNS 4649" found on the existing south right-of-way line of C.R. 100, a variable width right-of-way, no record information found, for the northeast corner of said 4.868 acre tract, same being the most northerly northwest corner of said 44.37 acre tract and the northwest corner of the parcel described herein;

2) **THENCE** N 69°04'15" E, departing the common line of said 44.37 acre tract and said 4.868 acre tract, with the existing south right-of-way line of said C.R. 100, a distance of 197.14 feet to a calculated point, for the northwest corner of a called 7.498 acre tract of land, described in a deed to Garry W Guthrie, Et Ux A, Carol Guthrie, recorded in Document No. 1998062199, O.R.W.C.TX., same being the most northerly northeast corner of said 44.37 acre tract and the northeast corner of the parcel described herein;

3) **THENCE** S 23°27'00" E, departing the existing south right-of-way line of said C.R. 100, with the common line of said 44.37 acre tract and said 7.498 acre tract, a distance of 44.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet right of C.R. 118 E.C.S 125+92.76 on the proposed south right-of-way line of said C.R. 118, for the southeast corner of the parcel described herein, from which a 3/8-inch iron rod found for the southwest corner of said 7.498 acre tract, same being an interior ell corner of said 44.37 acre tract bears S 23°27'00" E, a distance of 1,410.71 feet;

EXHIBIT "B"

County: Williamson
Parcel No.: 6
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

4) **THENCE** S 68°30'24" W, departing the common line of said 44.37 acre tract and said 7.498 acre tract, with the proposed south right-of-way line of said C.R. 118, over and across said 44.37 acre tract, a distance of 194.30 feet to the **POINT OF BEGINNING**, and containing 0.206 acres (8,976 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001218190. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

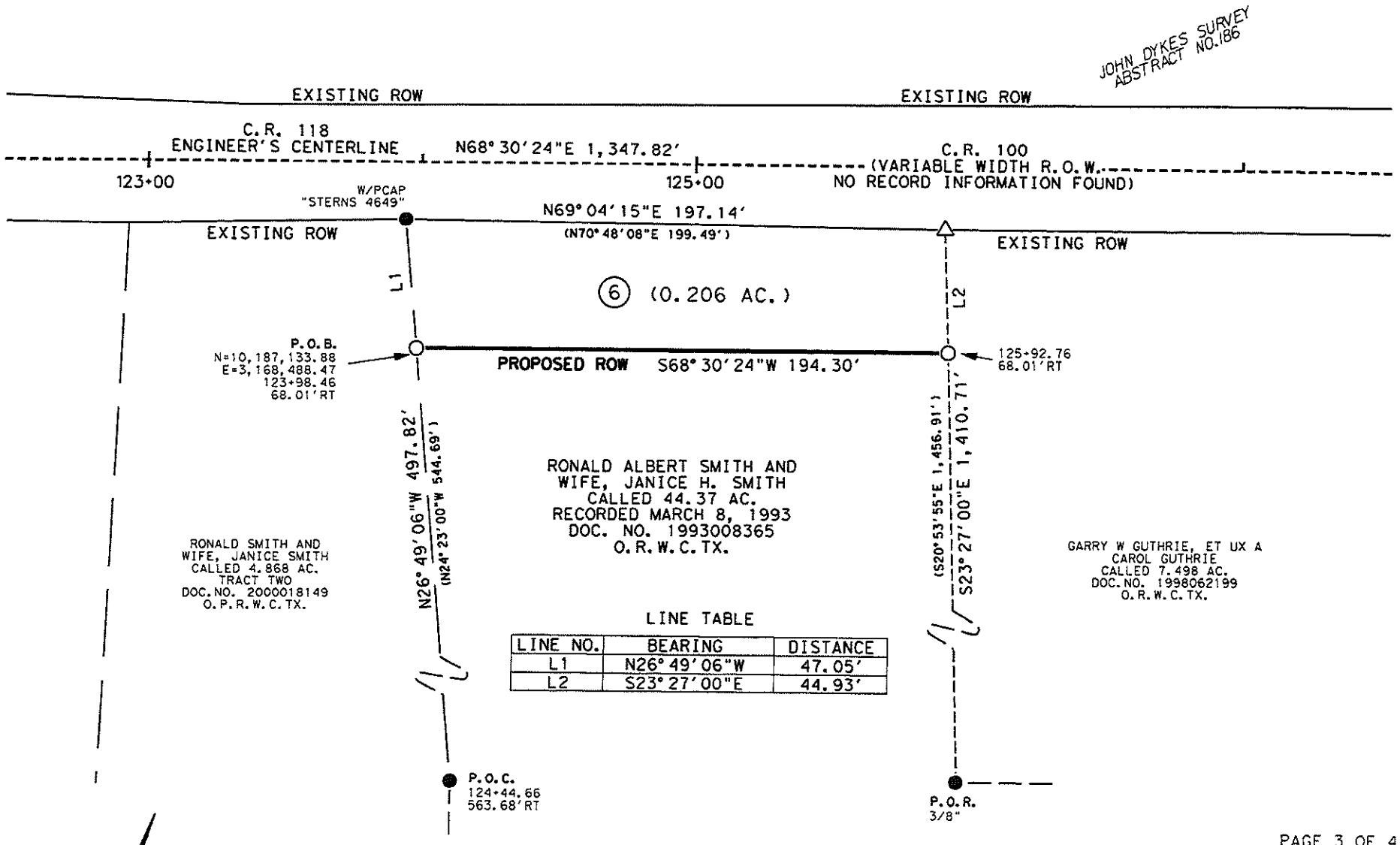
That I, Scott C. Brashear., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

6/28/21
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "B"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N26° 49' 06"W	47.05'
L2	S23° 27' 00"E	44.93'

REF. FIELD NOTE NO. 48860

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-6\P-6.dgn

EXISTING	44.370 AC.	ACQUIRE	0.206 AC.	REMAINING	44.164 AC. RIGHT

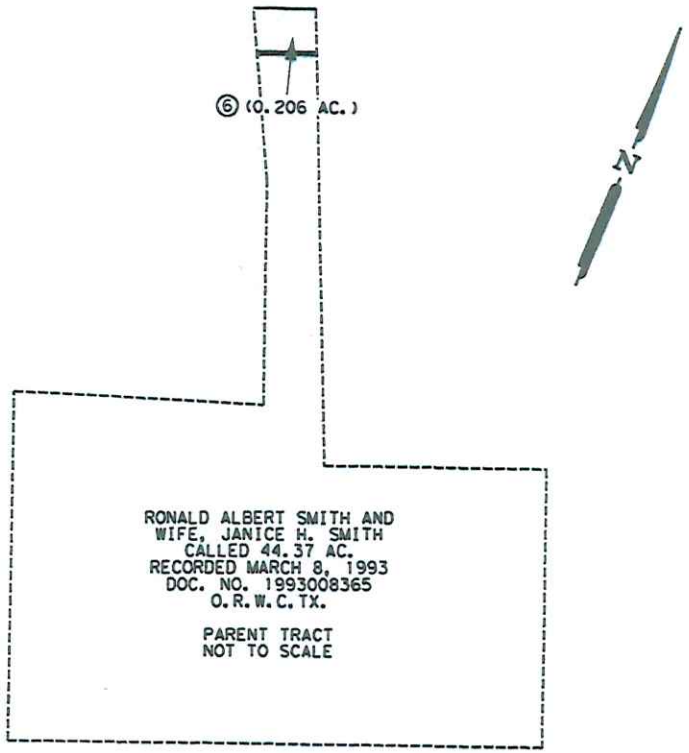
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RONALD ALBERT SMITH
AND WIFE, JANICE H. SMITH
PARCEL 6
0.206 AC. (8,976 SQ. FT.)

EXHIBIT "B"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬠	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
▣	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---|---	DISTANCE NOT TO SCALE
------|------	DEED LINE (COMMON OWNERSHIP)
.....	PROPOSED TEMPORARY EASEMENT LINE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001218190. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

▪ AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

6/28/21
DATE

REF. FIELD NOTE NO. 48860

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-6\P-6.dgn

EXISTING	44.370 AC.	ACQUIRE	0.206 AC.	REMAINING	44.164 AC. RIGHT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
RONALD ALBERT SMITH
AND WIFE, JANICE H. SMITH
PARCEL 6
0.206 AC. (8,976 SQ. FT.)

EXHIBIT "C"

Parcels 4.6

DEED
County Road 100/118 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That the **RONALD A. SMITH a/k/a RONALD SMITH a/k/a RONALD ALBERT SMITH and JANICE H. SMITH a/k/a JANICE SMITH**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.632 acre (27,548 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 4**); and
>
> Being a 0.206 acre (8,976 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof. (**Parcel 6**);

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 100/118.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature on following page]

GRANTOR:

_____
Ronald A. Smith a/k/a
Ronald Smith a/k/a
Ronald Albert Smith

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Ronald A. Smith, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Janice H. Smith a/k/a
Janice Smith

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Janice H. Smith, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **95.**

Meeting Date: 10/19/2021

CR 100/CR 118 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Gary and Carol Guthrie for right of way needed on the CR 100/CR 118 project (Parcel 7). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Guthrie Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:27 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 11:06 AM
Final Approval Date: 10/14/2021		

REAL ESTATE CONTRACT
County Road 100/118 Right of Way—Parcel 7

THIS REAL ESTATE CONTRACT ("Contract") is made by **GARRY W. GUTHRIE and A. CAROL GUTHRIE** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.258 acre (11,253 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of TWENTY-THREE THOUSAND THREE HUNDRED NINETY and 00/100 Dollars ($23,390.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 15, 2020, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation, but shall otherwise remain the continuing obligation of Seller to satisfy. Agricultural roll-back taxes, if any, which directly result from completion of this transaction and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each party incurring same respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 1, 2021 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed County Road 100/118 improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures required by the Contract to complete the Closing of the purchase transaction.

[signature on following pages]

SELLER:

Garry W. Guthrie

Address: 5350 CR 100
Hutto, Texas 78634

Date: 10-5-21

A. Carol Guthrie

Date: 10/5/21

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Parcel No.: 7
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

June 28, 2021

PROPERTY DESCRIPTION FOR PARCEL 7

DESCRIPTION OF A 0.258 ACRE (11,253 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 7.498 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO GARRY W GUTHRIE, ET UX A CAROL GUTHRIE, RECORDED JUNE 24, 1998 IN DOCUMENT NO. 1998062199, OFFICAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 0.258 ACRE (11,253 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 3/8-inch iron rod found 1,477.89 feet right of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 126+40.93, for an interior ell corner of a called 44.37 acre tract of land, described in a deed to Ronald Albert Smith and wife, Janice H. Smith, recorded in Document No. 1993008365, O.P.R.W.C.TX., same being the southwest corner of said 7.498 acre tract;

THENCE N 23°27'00" W, with the common line of said 7.498 acre tract and said 44.37 acre tract, a distance of 1,410.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,205.07, E=3,168,669.26) set 68.01 feet right of C.R. 118 E.C.S 125+92.76 on the proposed south right-of-way line of C.R. 118, for the southwest corner and **POINT OF BEGINNING** of the parcel described herein;

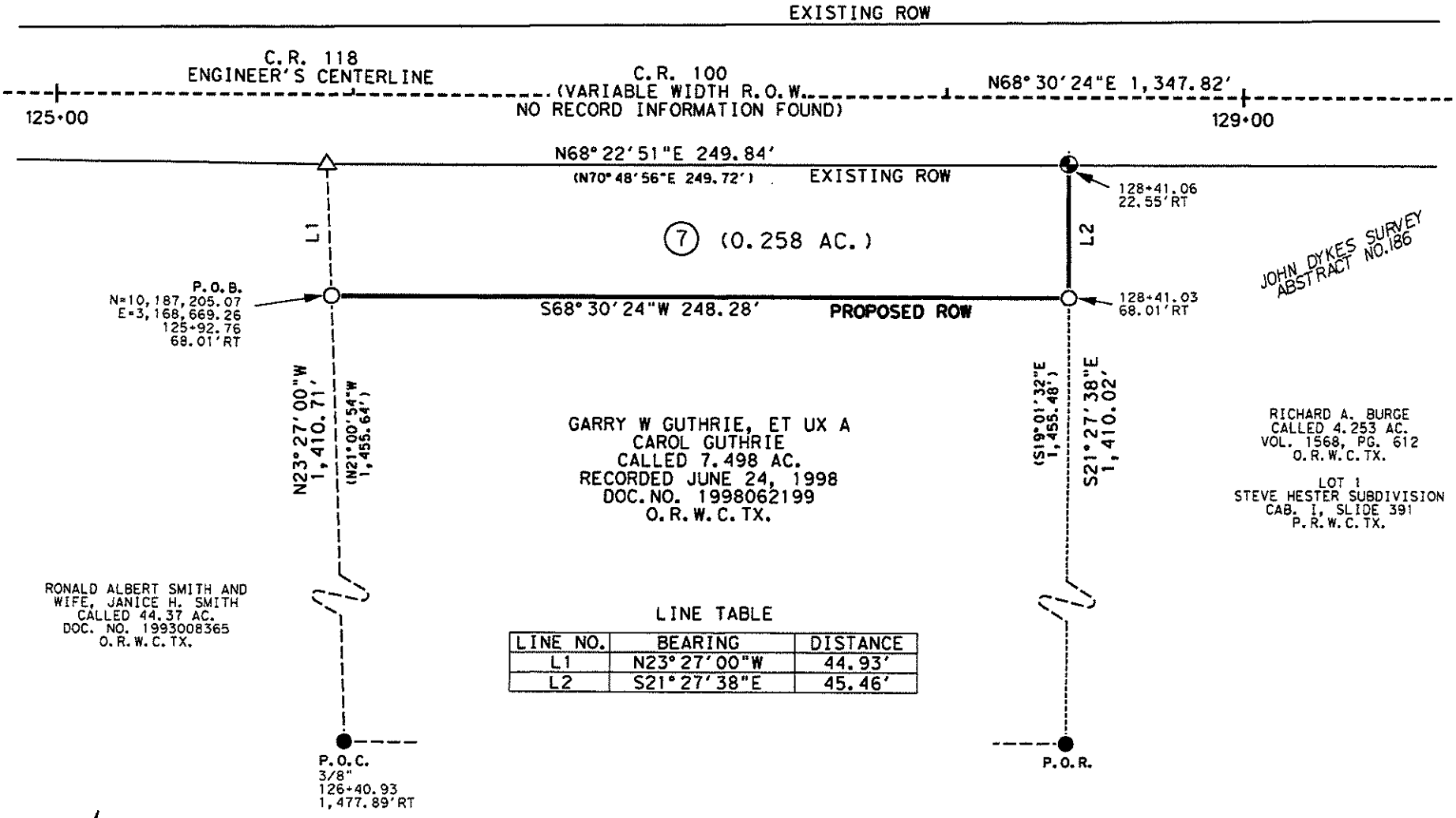
1) **THENCE** N 23°27'00" W, departing the proposed south right-of-way line of said C.R. 118, continuing with the common line of said 7.498 acre tract and said 44.37 acre tract, a distance of 44.93 feet to a calculated point on the existing south right-of-way line of C.R. 100, a variable width right-of-way, no record information found, for the northeast corner of said 44.37 acre tract, same being the northwest corner of said 7.498 acre tract and the parcel described herein;

2) **THENCE** N 68°22'51" E, departing the common line of said 7.498 acre tract and said 44.37 acre tract, with the existing south right-of-way line of said C.R. 100, a distance of 249.84 feet to a magnail with a "SAM" shiner set 22.55 feet right of C.R. 118 E.C.S 128+41.06 on the proposed south right-of-way line of said C.R. 118, for the northwest corner of Lot 1, Steve Hester Subdivision, recorded in Cabinet I, Slide 391, Plat Records of Williamson County, Texas (P.R.W.C.TX.), described as a called 4.253 acre tract of land in a deed to Richard A. Burge, recorded in Volume 1568, Page 612, Official Records of Williamson County, Texas (O.R.W.C.TX.), same being the northeast corner of said 7.498 acre tract and the parcel described herein;

THENCE departing the existing south right-of-way line of C.R. 100, with the proposed south right-of-way line of said C.R. 118, the following two (2) courses and distances numbered 3-4:

3) S 21°27'38" E, with the common line of said 7.498 acre tract and said Lot 1, a distance of 45.46 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet right of C.R. 118 E.C.S 128+41.03, for the southeast corner of the parcel described herein, from which a 1/2-inch iron rod found, for the southeast corner of said 7.498 acre tract bears S 21°27'38" E, a distance of 1,410.02 feet and,

EXHIBIT "A"



LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N23°27'00"W	44.93'
L2	S21°27'38"E	45.46'

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

REF. FIELD NOTE NO. 48849

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-7\P-7.dgn

EXISTING	7.498 AC.	ACQUIRE	0.258 AC.	REMAINING	7.240 AC. RIGHT

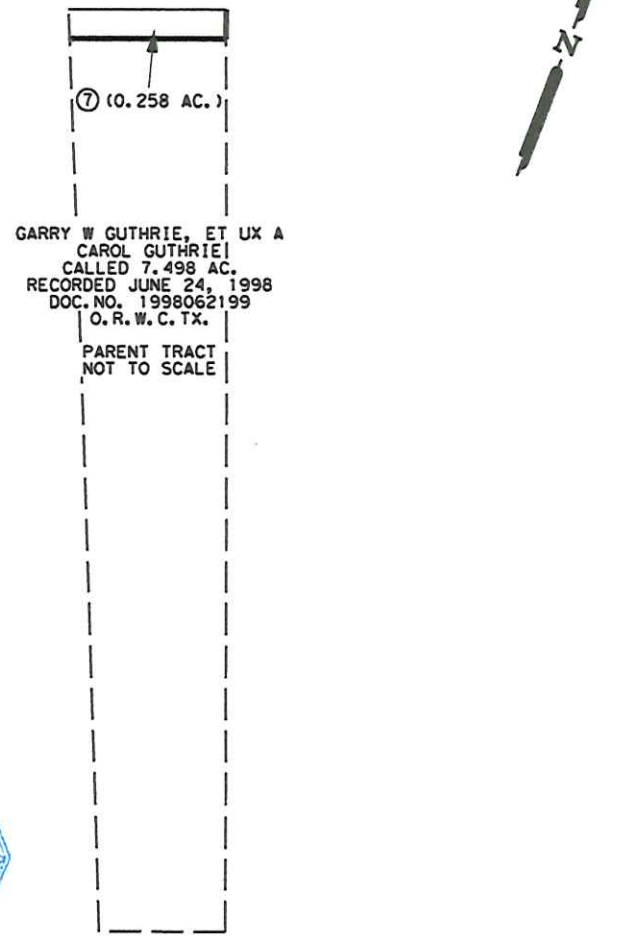
SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARRY W GUTHRIE, ET UX A
CAROL GUTHRIE
PARCEL 7
0.258 AC. (11,253 SQ. FT.)

EXHIBIT "A"

LEGEND

⊕	MAGNAIL SET WITH "SAM" SHINER
○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✖	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
---∿---	DISTANCE NOT TO SCALE
------1------	DEED LINE (COMMON OWNERSHIP)
.....	PROPOSED TEMPORARY EASEMENT LINE



NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001218190. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STATE OF TEXAS
REGISTERED
SCOTT C. BRASHEAR
6660
PROFESSIONAL
LAND SURVEYOR

REF. FIELD NOTE NO. 48849

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-7\P-7.dgn

EXISTING	7.498 AC.	ACQUIRE	0.258 AC.	REMAINING	7.240 AC. RIGHT

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

6/28/21
DATE

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
GARRY W GUTHRIE, ET UX A
CAROL GUTHRIE
PARCEL 7
0.258 AC. (11,253 SQ. FT.)

EXHIBIT "B"

Parcel 7

DEED
County Road 100/118 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That the **GARRY W. GUTHRIE ET UX, A. CAROL GUTHRIE**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.258 acre parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 7**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 100/118.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

[signature on following page]

GRANTOR:

_____
Garry W. Guthrie

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Garry W. Guthrie in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
A. Carol Guthrie

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by A. Carol Guthrie, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:
Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **96.**

Meeting Date: 10/19/2021

CR 100/CR 118 Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Christy D. Noren and Jenny E. Noren, Co-Trustees of the John W. Noren Family Trust for right of way needed on the CR 100/CR 118 project (Parcel 8). Funding Source: LRTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Noren Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:28 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 11:07 AM
Final Approval Date: 10/14/2021		

REAL ESTATE CONTRACT

County Road 100/118 Right of Way—Parcel 8

THIS REAL ESTATE CONTRACT ("Contract") is made by **CHRISTY D. NOREN and JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST** (referred to in this Contract as "Seller") and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract of land described as follows:

> Being a 0.725 acre (31,575 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 8**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to and/or cost to cure the remaining property of Seller, shall be the sum of NINETY-FIVE THOUSAND and 00/100 Dollars ($95,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

*See Addendum to Article IV attached hereto.

The Property herein is being conveyed to Purchaser under threat of condemnation.

INITIAL CDN

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 15, 2020~~1~~ or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

INITIAL CDN

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

8.04. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature on following pages]

SELLER:

Christy D. Noren, Co-trustee

Christy D. Noren, Co-Trustee of the
John W. Noren Family Trust

Address: 3711 CR 100
Hutto, TX. 78634

Date: 10-6-21

Jenny E. Noren, co-trustee

Jenny E. Noren, Co-Trustee of the
John W. Noren Family Trust

Date: 10-6-2021

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

ADDENDUM TO ARTICLE IV

3. All references in Article IV or elsewhere in this Contract to "Seller's knowledge" or "Seller's actual knowledge" or the "best of Seller's knowledge" (i) shall refer solely to the actual knowledge (as opposed to constructive, deemed or imputed knowledge) of Christy D. Noren and Jenny E. Noren as Co-Trustees of the John D. Noren Family Trust, (ii) shall not be construed to refer to the knowledge of any other employee, officer, director, shareholder or agent of Seller or any affiliate of Seller, (iii) shall not impose upon the foregoing individual(s) any duty to investigate the matter to which the actual knowledge, or the absence thereof, pertains and (iv) shall not impose any personal liability upon such person for the inaccuracy of such representation or warranty. Notwithstanding anything in this Contract to the contrary, in the event that any of the Seller's representations or warranties in this Contract becomes untrue or materially inaccurate between the Effective Date and the date of Closing, Seller will promptly notify Purchaser of same before Closing, whereupon Purchaser shall as its sole and exclusive alternative remedies have the right to either (i) terminate this Contract within five (5) days of receipt of notice of such fact by giving written notice of termination to Seller within said period, whereupon the Earnest Money shall be promptly returned to Purchaser and the parties shall have no further obligations hereunder other than the Surviving Obligations, (ii) waive any claim or cause of action relating to such fact and proceed to Closing or (iii) extend the Closing for a period of time not to exceed ten (10) days in order that Seller may attempt to cure the default. If Purchaser fails to notify Seller of such election within five (5) days of its receipt of such notice from Seller, then Purchaser shall be deemed to have elected item (ii) of the preceding sentence. Purchaser shall not have the right to make a claim under any particular representation or warranty of Seller to the extent that, prior to Closing, Purchaser becomes aware that the representation or warranty is not accurate and elects to proceed to close. Seller 's representations and warranties in Article IV shall survive the Closing for a period of one (1) year.

4. **AS IS.** Purchaser acknowledges and agrees that, other than as may be specifically set forth herein, Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Seller has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of

1980, as amended, and applicable state laws, and regulations promulgated thereunder. Purchaser further acknowledges and agrees that having been given the opportunity to inspect the Property, Purchaser is relying solely on their own investigation of the Property and not on any information provided or to be provided by Seller. Purchaser further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Seller has not made any independent investigation or verification of such information. Purchaser further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Purchaser acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property. The terms of this paragraph will be included in the Deed delivered at closing, will survive closing and will survive any termination of this Contract.

EXHIBIT "A"

County: Williamson
Parcel No.: 8
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

July 9, 2021

PROPERTY DESCRIPTION FOR PARCEL 8

DESCRIPTION OF A 0.725 ACRE (31,575 SQ. FT.) PARCEL OF LAND LOCATED IN THE JOHN DYKES SURVEY, ABSTRACT NO. 186, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A CALLED 0.725 ACRE TRACT OF LAND, DESCRIBED IN A DEED TO CHRISTY D. NOREN AND JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST, RECORDED MARCH 2, 2015 IN DOCUMENT NO. 2015015381, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), BEING FURTHER DESCRIBED IN DOCUMENT NO. 1997049549, OFFICAL RECORDS OF WILLIAMSON COUNTY, TEXAS (O.R.W.C.TX.); SAID 0.725 ACRE (31,575 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found 78.73 feet right of County Road 118 (C.R. 118) Engineer's Centerline Station (E.C.S.) 116+61.22 on the east line of the remainder of a called 100.98 acre tract of land, described in a deed to Rick D. Kruger and Richard H. Kruger, recorded in Document No. 9838805, O.P.R.W.C.TX., for the northwest corner of a called 7.748 acre tract of land, described as Tract One in a deed to Ronald Smith and wife, Janice Smith, recorded in Document No. 2000018149, O.P.R.W.C.TX., same being the southwest corner of a called 1.471 acre tract of land, described in a deed to Rick D. Kruger, recorded in Document No. 9838806, O.R.W.C.TX.;

THENCE N 21°29'34" W, with the common line of said remainder of a called 100.98 acre tract and said 1.471 acre tract, a distance of 154.20 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet left of C.R. 118 E.C.S 116+13.97 on the proposed north right-of-way line of C.R. 118, said point being the beginning of a curve to the left;

THENCE departing the common line of said remainder of a called 100.98 acre tract and said 1.471 acre tract, with the proposed north right-of-way line of said C.R. 118, over and across said 1.471 acre tract, the following two (2) courses and distances:

> With said curve to the left, an arc distance of 202.49 feet, through a central angle 09°11'31", having a radius of 1,262.15 feet, and a chord that bears N 82°50'44" E, a distance of 202.27 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 68.01 feet left of C.R. 118 E.C.S 118+27.37, and
>
> N 25°54'13" E, a distance of 11.15 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,187,082.78, E=3,167,917.19) set 76.82 feet left of C.R. 118 E.C.S 118+34.60 on the common line of said 1.471 acre tract and said 0.725 acre tract, same being the proposed north right-of-way line of said C.R. 118, for an angle point and **POINT OF BEGINNING** of the parcel described herein;

1) **THENCE** N 01°58'59" E, with the common line of said 1.471 acre tract and said 0.725 acre tract, same being the proposed north right-of-way line of said C.R. 118, passing at a distance of 48.86 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 124.16 feet left of C.R. 118 E.C.S 118+47.68, passing at a distance of 87.74 feet a calculated point on the existing south right-of-way line of County Road 100 (C.R. 100), a variable width right-of-way, no record information found, for the northeast corner of said 1.471 acre tract, and continuing for a total distance of 95.34 feet to a 1/2-inch iron rod found, for the northwest corner of the said 0.725 acre tract and the parcel described herein;

THENCE departing the common line of said 1.471 acre tract and said 0.725 acre tract, with the existing south right-of-way line of said C.R. 100, the following two (2) courses and distances numbered 2-3:

2) S 69°27'40" E, a distance of 188.48 feet to a calculated point, for an angle corner of said 0.725 acre tract and the parcel described herein, and

3) S 71°37'55" E, a distance of 119.61 feet to a 1/2-inch iron rod found on the north line of a called 10.000 acre tract of land, described in a deed to Ronald A. Smith and Janice H. Smith, husband and wife, recorded in Document No. 2000018150, O.P.R.W.C.TX, for the southeast corner of said 0.725 acre tract and of the parcel described herein;

4) **THENCE** S 69°01'58" W, departing the existing south right-of-way line of said C.R. 100, with the common line of said 0.725 acre tract and said 10.000 acre tract, a distance of 173.81 feet to a 1/2-inch iron rod found, for the northwest corner of said 10.000 acre tract, same being the northeast corner of said 7.748 acre tract, from which a 1/2-inch iron rod found, for the southwest corner of said 10.000 acre tract, same being the southeast corner of said 7.748 acre tract, bears S 18°57'48" E, a distance 1,243.34 feet;

5) **THENCE** S 68°55'07" W, departing the common line of said 0.725 acre tract and said 10.000 acre tract, with the common line of said 0.725 acre tract and said 7.748 acre tract, a distance of 144.97 feet to a 1/2-inch iron rod found, for the southeast corner of said 1.471 acre tract, same being the southwest corner of said 0.725 acre tract and of the parcel described herein;

THIS SPACE INTENTIONALLY LEFT BLANK

EXHIBIT "A"

County: Williamson
Parcel No.: 8
Highway: C.R. 118
Limits: From: C.R. 119
To: Approximately 1,300 feet southeast of the C.R.118/C.R. 100 Intersection

6) **THENCE** N 01°58'59" E, departing the common line of said 7.748 acre tract and said 0.725 acre tract, with the common line of said 1.471 acre tract and said 0.725 acre tract, a distance of 122.95 feet to the **POINT OF BEGINNING**, and containing 0.725 acres (31,575 sq. ft.) of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearing Basis:
All bearings shown are based on the Texas Coordinate System, Central Zone, NAD 83/2011. All distances shown are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.0001218190. Units: U.S. Survey Feet.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

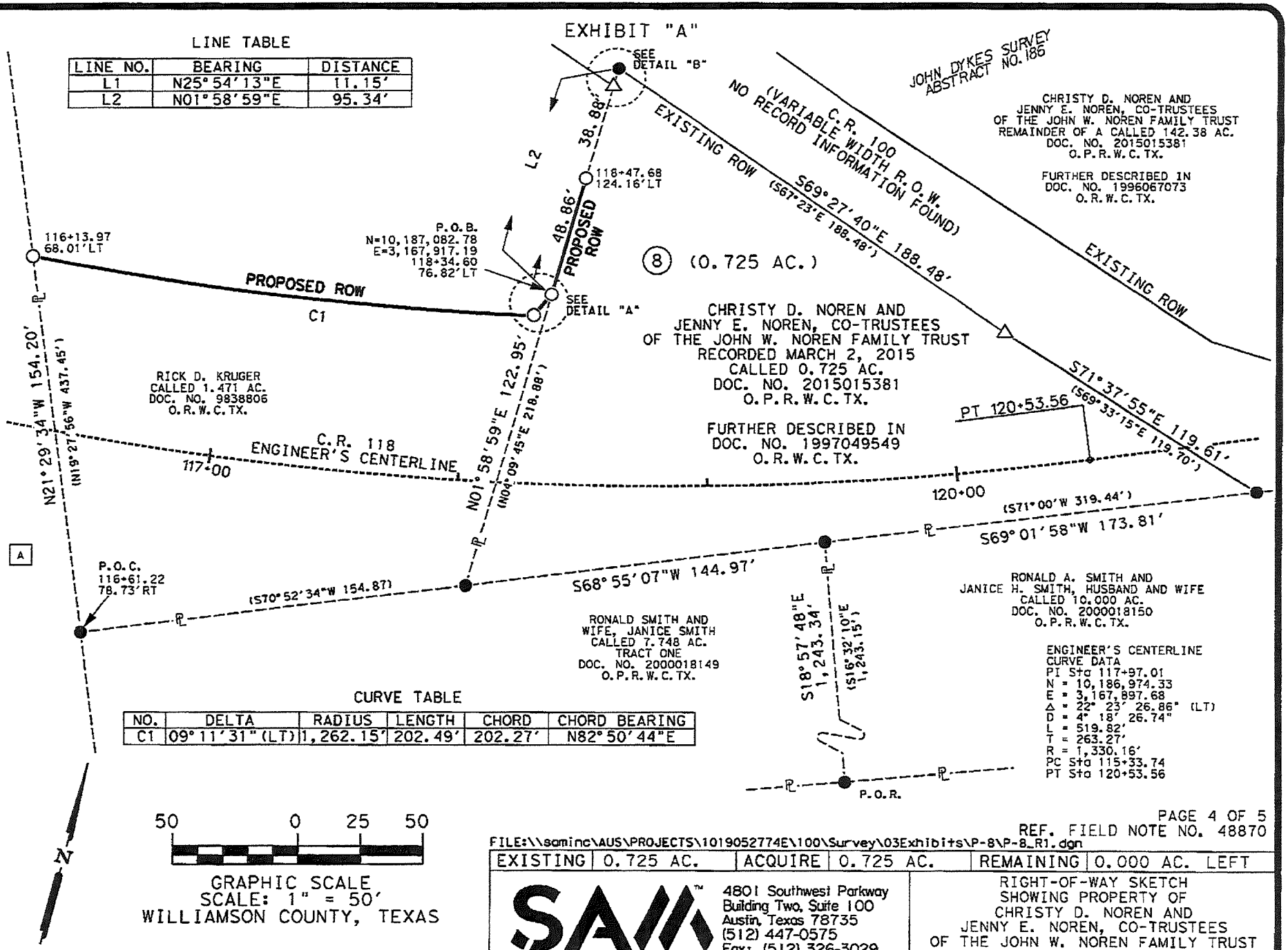
That I, Scott C. Brashear, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

7/9/21
Scott C. Brashear Date
Registered Professional Land Surveyor
No. 6660 – State of Texas

EXHIBIT "A"



REF. FIELD NOTE NO. 48870

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-8\P-8_R1.dgn

EXISTING	0.725 AC.	ACQUIRE	0.725 AC.	REMAINING	0.000 AC. LEFT

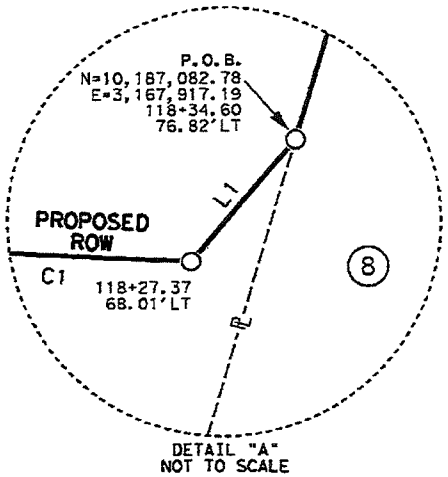
SAM
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 8
0.725 AC. (31,575 SQ. FT.)

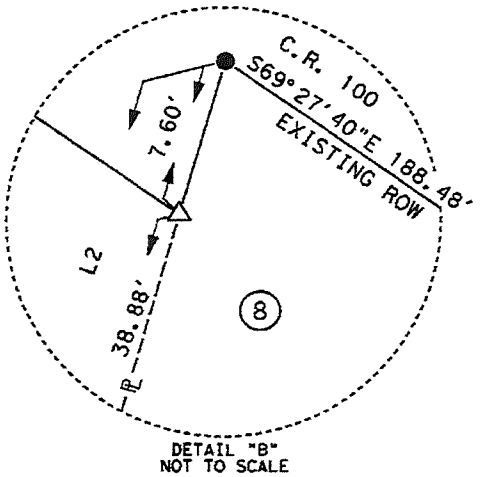
EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST (TYPE NOTED)
■	TYPE I CONCRETE MONUMENT FOUND
▣	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
▲	80D NAIL FOUND
⊕	MAGNAIL FOUND
●	SPINDLE FOUND
✕	RAILROAD TIE
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
—/——	DISTANCE NOT TO SCALE
——/——	DEED LINE (COMMON OWNERSHIP)
----------	PROPOSED TEMPORARY EASEMENT LINE



DETAIL "A"
NOT TO SCALE



DETAIL "B"
NOT TO SCALE

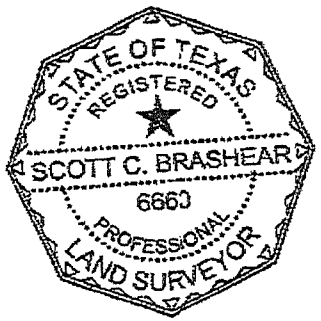
A

RICK D. KRUGER AND
RICHARD H. KRUGER
REMAINDER OF A
CALLED 100.98 AC.
DOC. NO. 9838805
O.P.R.W.C.TX.

NOTES:

1. ALL BEARINGS SHOWN ARE BASED ON NAD83/2011/NAVD88 TEXAS COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.0001218190. ALL COORDINATES SHOWN ARE IN SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY THE SAME FACTOR. PROJECT UNITS ARE IN U.S. SURVEY FEET.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF TITLE REPORT, THERE MAY BE EASEMENTS OR OTHER MATTERS, RECORDED OR UNRECORDED, THAT ARE NOT SHOWN.
3. C.R. 118 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM WILLIAMSON COUNTY ROAD AND BRIDGE. SCHEMATIC RECEIVED BY SAM, LLC. IN JUNE, 2021.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* AREA CALCULATED BY SAM, LLC.



I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

7/9/21

SCOTT C. BRASHEAR
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6660, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 48870

FILE:\\saminc\AUS\PROJECTS\1019052774E\100\Survey\03Exhibits\P-8\P-8_R1.dgn

EXISTING	0.725 AC.	ACQUIRE	0.725 AC.	REMAINING	0.000 AC. LEFT

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
CHRISTY D. NOREN AND
JENNY E. NOREN, CO-TRUSTEES
OF THE JOHN W. NOREN FAMILY TRUST
PARCEL 8
0.725 AC. (31,575 SQ. FT.)

EXHIBIT "B"

Parcel 8

DEED
County Road 100/118 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That the **CHRISTY D. NOREN AND JENNY E. NOREN, CO-TRUSTEES OF THE JOHN W. NOREN FAMILY TRUST**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> Being a 0.725 acre (31,575 square foot) parcel of land out of the John Dykes Survey, Abstract No. 186, in Williamson County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof. (**Parcel 8**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 100/118.

Grantee acknowledges and agrees that, other than as may be specifically set forth herein, Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Grantor has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information. Grantee further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ___ day of _____, 2021.

GRANTOR:

_____
Christy D. Noren, Co-Trustee of the
John W. Noren Family Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Christy D. Noren, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

_____
Jenny E. Noren, Co-Trustee of the
John W. Noren Family Trust

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2021 by Jenny E. Noren, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

Williamson County, Texas
Attn: County Auditor
710 Main Street, Suite 101
Georgetown, Texas 78626

AFTER RECORDING RETURN TO:

AS IS PROVISION FOR DEED

Grantee acknowledges and agrees that, other than as may be specifically set forth herein, Grantor has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or futures, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology, (b) the income to be derived from the Property, (c) the suitability of the Property for any and all activities and uses which buyer may conduct thereon, (d) the compliance of or by the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, including without limitation, the Americans with Disabilities Act and any rules and regulations promulgated thereunder or in connection therewith, and the Texas Architectural Barriers Act and any rules and regulations promulgated thereunder or in connection therewith, (e) the habitability, merchantability or fitness for a particular purpose of the Property, or (f) any other matter with respect to the Property, and specifically that Grantor has not made, does not make and specifically disclaims any representations regarding solid waste, as defined by the U.S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the Property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensations and Liability Act of 1980, as amended, and applicable state laws, and regulations promulgated thereunder. Grantee further acknowledges and agrees that having been given the opportunity to inspect the Property, Grantee is relying solely on its own investigation of the Property and not on any information provided or to be provided by Grantor. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information. Grantee further acknowledges and agrees that the sale of the Property as provided for herein if made on an "as is, where is" condition and basis "with all faults". Grantee acknowledges and agrees that the provisions of this paragraph were a material factor in the determination of the purchase price of the Property.

Commissioners Court - Regular Session **97.**

Meeting Date: 10/19/2021

CR 176 Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (2.039 acres) required for the construction of CR 176 @ RM 2243, and take appropriate action. (Texas Crushed Stone Company)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 10:54 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 10:42 AM
Final Approval Date: 10/14/2021		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of a drainage easement in and across that certain tract of land being 2.039 acres described by metes and bounds in Exhibit "A", owned by **TEXAS CRUSHED STONE COMPANY,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 176 roadway improvements and related appurtenances, storm water drainage and utility adjustments ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2021.

_____
Bill Gravell, Jr.
Williamson County Judge

EXHIBIT "A"

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.039 ACRES OF LAND IN THE I. DONAGAN SURVEY, ABSTRACT NO. 178, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 190.40 ACRE TRACT DESCRIBED IN THE DEED TO TEXAS CRUSHED STONE COMPANY OF RECORD IN VOLUME 743, PAGE 47, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.039 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, BEING COMPRISED OF TRACT 1 (1.317 ACRES), AND TRACT 2 (0.722 OF ONE ACRE), AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1: 1.317 ACRES

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas, from which a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 1,026.81 feet;

THENCE S 01°52'09" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, a distance of 626.15 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein; from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 400.66 feet;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty (20) courses and distances:

1. S 82°41'00" E, a distance of 63.31 feet to a calculated angle point,
2. S 71°25'17" E, a distance of 95.54 feet to a calculated angle point,
3. S 68°01'05" E, a distance of 31.78 feet to a calculated angle point,
4. S 57°18'45" E, a distance of 70.37 feet to a calculated angle point,
5. S 62°49'34" E, a distance of 79.52 feet to a calculated angle point,
6. N 85°29'50" E, a distance of 53.00 feet to a calculated angle point,
7. N 87°54'09" E, a distance of 106.48 feet to a calculated angle point,
8. S 82°38'29" E, a distance of 34.15 feet to a calculated point for the east corner of the tract described herein,
9. S 73°20'38" W, a distance of 12.09 feet to a calculated angle point,
10. S 68°11'32" W, a distance of 40.92 feet to a calculated angle point,
11. S 60°32'55" W, a distance of 29.38 feet to a calculated angle point,
12. S 75°58'35" W, a distance of 68.77 feet to a calculated angle point,
13. S 66°03'16" W, a distance of 43.80 feet to a calculated angle point,
14. N 86°02'55" W, a distance of 32.31 feet to a calculated angle point,
15. S 72°35'52" W, a distance of 59.44 feet to a calculated angle point,
16. S 80°13'55" W, a distance of 65.46 feet to a calculated angle point;
17. S 80°16'00" W, a distance of 39.46 feet to a calculated angle point,
18. S 58°27'42" W, a distance of 16.99 feet to a calculated angle point,

19. N 81°01'52" W, a distance of 64.16 feet to a calculated angle point, and

20. N 77°31'56" W, a distance of 48.06 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which the said ½-inch iron rod with a plastic cap stamped "1847" found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 01°52'09" E, a distance of 190.12 feet;

THENCE N 01°52'09" W, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 210.54 feet to the **POINT OF BEGINNING** and containing 1.317 acres of land, more or less.

TRACT 2: 0.722 OF ONE ACRE

COMMENCING at a calculated point in the approximate centerline of the South Fork of the San Gabriel River, at the northwest corner of the said 190.40 acre tract, same being a re-entrant corner in the east line of a certain called 1,143.511 acre tract designed as Tract 1 and described in the deed to HM PARKSIDE, LP of record in Document No. 2018114043, Official Public Records of Williamson County, Texas;

THENCE, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, the following three (3) courses and distances:

1. S 01°52'09" E, a distance of 1,026.81 feet to a ½-inch iron rod with a plastic cap stamped "1847" found at an angle point,

2. S 01°10'35" E, a distance of 167.79 feet to a calculated point for an angle point, from which a 3/8-inch iron rod found bears S 01°12'20" E, a distance of 2.69 feet, and

3. S 00°03'58" W, a distance of 22.59 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the east line of the said 1,143.511 acre tract, crossing the said 190.40 acre tract, with the north, east, and south lines of the tract described herein, the following twenty-eight (28) courses and distances:

1. S 85°07'30" E, a distance of 38.55 feet to a calculated angle point,

2. S 78°30'02" E, a distance of 61.29 feet to a calculated angle point,

3. N 86°25'44" E, a distance of 53.48 feet to a calculated angle point,

4. S 79°41'37" E, a distance of 37.29 feet to a calculated angle point,

5. S 58°01'07" E, a distance of 31.46 feet to a calculated angle point,

6. N 69°55'06" E, a distance of 48.53 feet to a calculated angle point,

7. N 52°23'39" E, a distance of 67.37 feet to a calculated angle point,

8. N 47°28'19" E, a distance of 55.87 feet to a calculated angle point,

9. N 51°10'01" E, a distance of 51.39 feet to a calculated angle point,

10. S 78°41'26" E, a distance of 28.34 feet to a calculated angle point,

11. N 36°22'37" E, a distance of 23.56 feet to a calculated angle point,

12. N 79°50'51" E, a distance of 41.55 feet to a calculated angle point,

13. N 72°31'07" E, a distance of 30.57 feet to a calculated angle point,

14. N 66°48'36" E, a distance of 32.44 feet to a calculated angle point,

15. N 86°22'18" E, a distance of 25.95 feet to a calculated angle point,

16. N 77°23'53" E, a distance of 22.52 feet to a calculated angle point,
17. N 65°25'35" E, a distance of 46.48 feet to a calculated angle point,
18. N 60°45'55" E, a distance of 46.96 feet to a calculated angle point,
19. N 57°40'56" E, a distance of 26.60 feet to a calculated angle point,
20. N 81°52'31" E, a distance of 4.85 feet to a calculated angle point,
21. S 04°20'45" W, a distance of 12.34 feet to a calculated angle point,
22. S 58°43'52" W, a distance of 95.37 feet to a calculated angle point,
23. S 74°34'29" W, a distance of 49.46 feet to a calculated angle point,
24. S 61°41'30" W, a distance of 156.24 feet to a calculated angle point,
25. S 66°14'13" W, a distance of 68.73 feet to a calculated angle point,
26. S 43°49'19" W, a distance of 83.44 feet to a calculated angle point,
27. S 58°34'41" W, a distance of 97.35 feet to a calculated angle point, and
28. N 84°48'12" W, a distance of 224.98 feet to a calculated point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, for the southwest corner of the tract described herein, from which a ½-inch iron pipe found at an angle point in the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract bears S 00°03'58" W, a distance of 250.49 feet;

THENCE N 00°03'58" E, with the west line of the said 190.40 acre tract and the east line of the said 1,143.511 acre tract, with the west line of the tract described herein, a distance of 68.65 feet to the **POINT OF BEGINNING** and containing 0.722 of one acre of land, more or less.

FOR A TOTAL AREA OF 2.039 ACRES, BEING ALL OF TRACT 1 (1.317 ACRES) AND ALL OF TRACT 2 (0.722 OF ONE ACRE).

Bearing Basis: Texas Coordinate System, Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

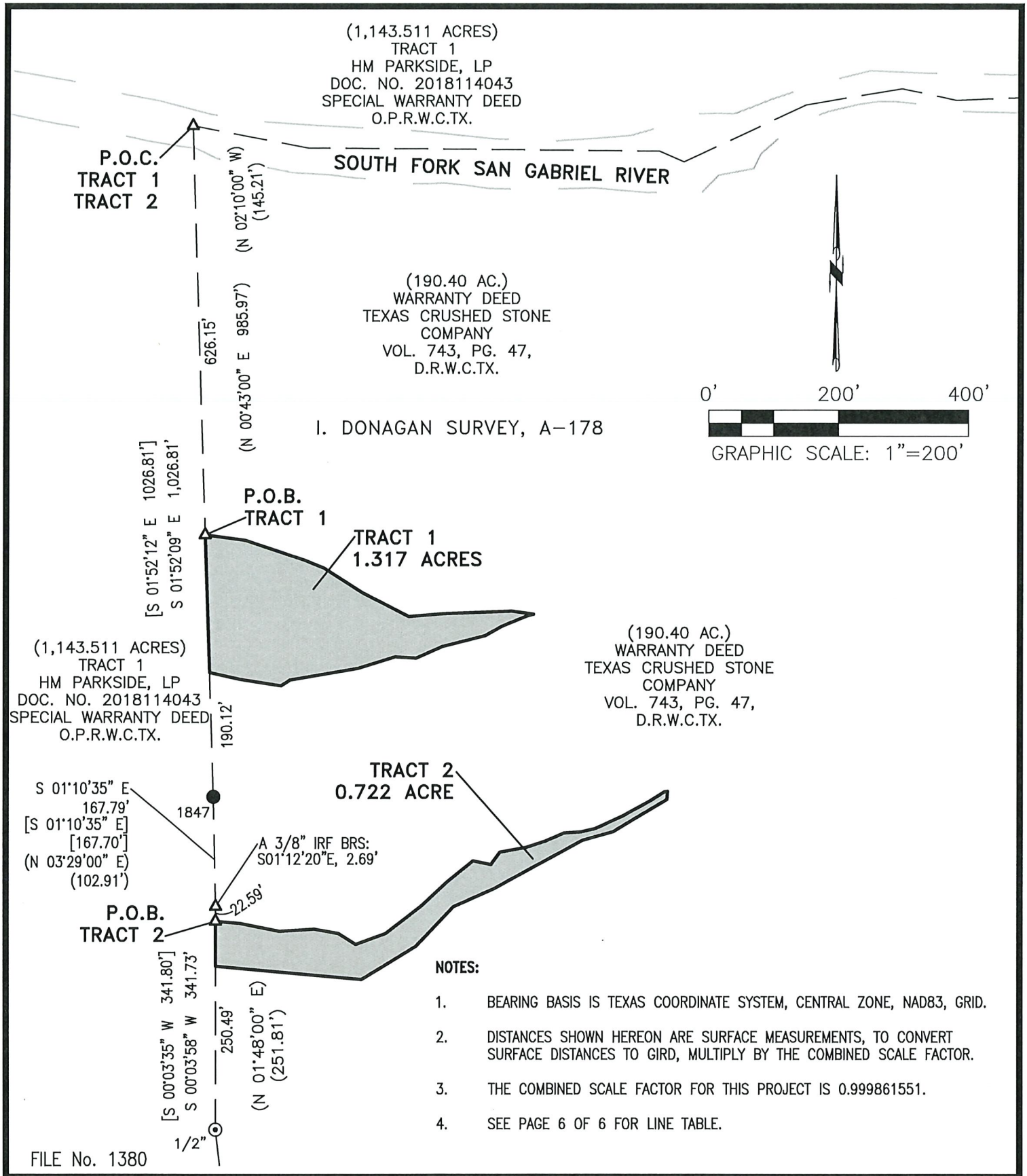
COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the month of March, 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 03rd day of May 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



FILE No. 1380

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GIRD, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999861551.
4. SEE PAGE 6 OF 6 FOR LINE TABLE.

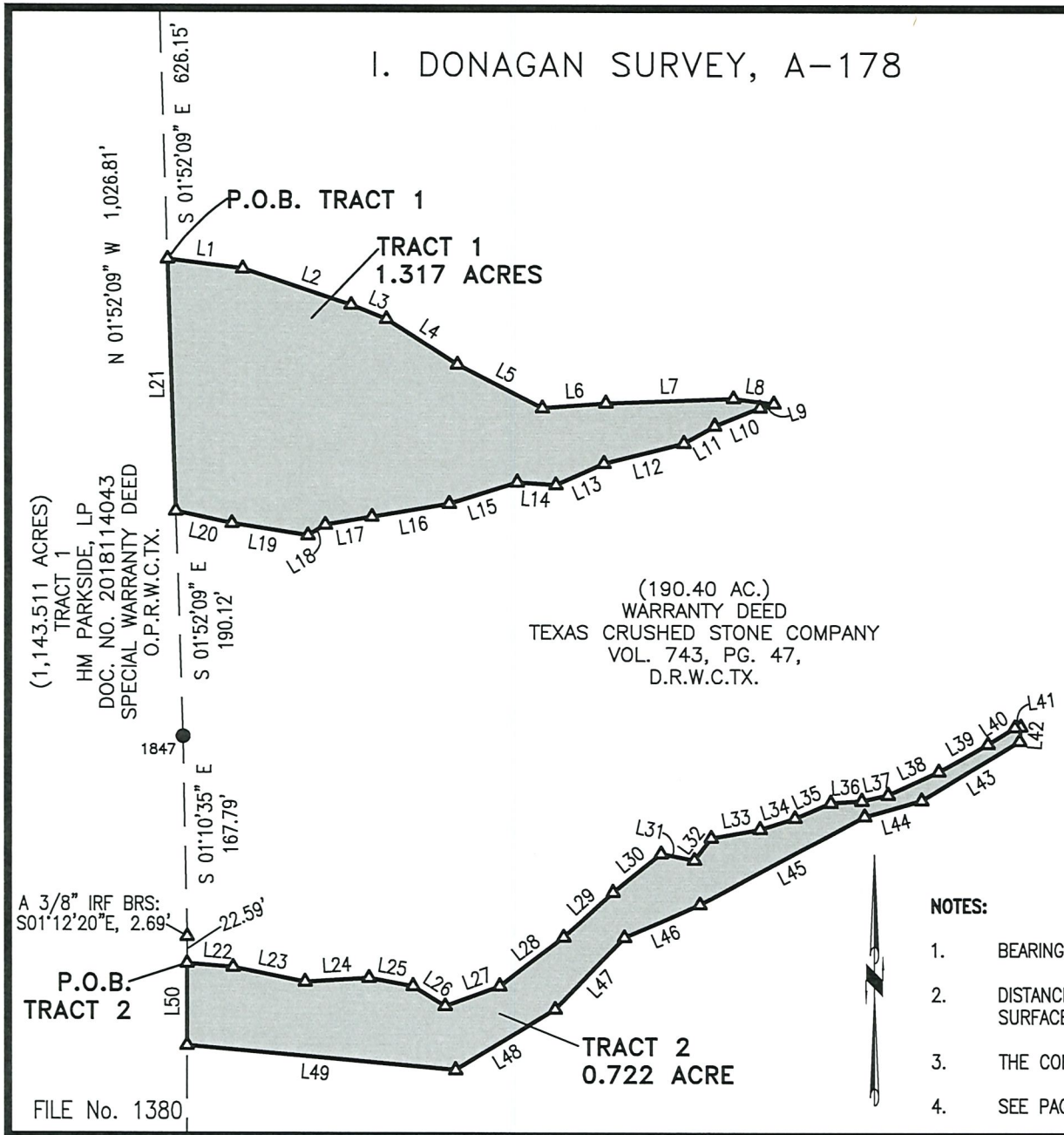
LAND DEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX · 78735
OFFICE: 512.872.6696
TBPLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

TRACT 1 – 1.317 ACRES
TRACT 2 – 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS

L:\Projects\1380 Parkside on the River\600 Survey\607 CADD\Section 1B\Field Notes\Crushed Stone DE #2.dwg
PLOT DATE: May 02,2021 11:00am

I. DONAGAN SURVEY, A-178



LEGEND

● 1847	1/2" IRON ROD W/PLASTIC CAP STAMPED "RPLS 1847" FOUND
⊙ 1/2"	1/2" IRON PIPE FOUND
△	CALCULATED POINT
( )	RECORD INFORMATION (PER VOL.743, PG.47, D.R.W.C.TX.)
[ ]	ADJOINER INFORMATION
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GIRD, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999861551.
4. SEE PAGE 6 OF 6 FOR LINE TABLE.

LAND DEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX · 78735
OFFICE: 512.872.6696
TBPLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

TRACT 1 – 1.317 ACRES
TRACT 2 – 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS

0' 140' 280'

GRAPHIC SCALE: 1" = 140'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 82°41'00" E	63.31'
L2	S 71°25'17" E	95.54'
L3	S 68°01'05" E	31.78'
L4	S 57°18'45" E	70.37'
L5	S 62°49'34" E	79.52'
L6	N 85°29'50" E	53.00'
L7	N 87°54'09" E	106.48'
L8	S 82°38'29" E	34.15'
L9	S 73°20'38" W	12.09'
L10	S 68°11'32" W	40.92'
L11	S 60°32'55" W	29.38'
L12	S 75°58'35" W	68.77'
L13	S 66°03'16" W	43.80'
L14	N 86°02'55" W	32.31'
L15	S 72°35'52" W	59.44'
L16	S 80°13'55" W	65.46'
L17	S 80°16'00" W	39.46'
L18	S 58°27'42" W	16.99'
L19	N 81°01'52" W	64.16'
L20	N 77°31'56" W	48.06'
L21	N 01°52'09" W	210.54'
L22	S 85°07'30" E	38.55'
L23	S 78°30'02" E	61.29'
L24	N 86°25'44" E	53.48'
L25	S 79°41'37" E	37.29'

LINE TABLE		
LINE #	BEARING	DISTANCE
L26	S 58°01'07" E	31.46'
L27	N 69°55'06" E	48.53'
L28	N 52°23'39" E	67.37'
L29	N 47°28'19" E	55.87'
L30	N 51°10'01" E	51.39'
L31	S 78°41'26" E	28.34'
L32	N 36°22'37" E	23.56'
L33	N 79°50'51" E	41.55'
L34	N 72°31'07" E	30.57'
L35	N 66°48'36" E	32.44'
L36	N 86°22'18" E	25.95'
L37	N 77°23'53" E	22.52'
L38	N 65°25'35" E	46.48'
L39	N 60°45'55" E	46.96'
L40	N 57°40'56" E	26.60'
L41	N 81°52'31" E	4.85'
L42	S 04°20'45" W	12.34'
L43	S 58°43'52" W	95.37'
L44	S 74°34'29" W	49.46'
L45	S 61°41'30" W	156.24'
L46	S 66°14'13" W	68.73'
L47	S 43°49'19" W	83.44'
L48	S 58°34'41" W	97.35'
L49	N 84°48'12" W	224.98'
L50	N 00°03'58" E	68.65'

FILE No. 1380

LAND DEV
CONSULTING, LLC
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX · 78735
OFFICE: 512.872.6696
TBPLS FIRM NO. 10194101

SURVEY SKETCH to Accompany Description:

TRACT 1 – 1.317 ACRES
TRACT 2 – 0.722 ACRE
I. DONAGAN SURVEY, ABSTRACT No. 178
WILLIAMSON COUNTY, TEXAS

L:\Projects\1380 Parkside on the River\600 Survey\607 CADD\Section 1B\Field Notes\Crushed Stone DE #2.dwg
PLOT DATE: May 02,2021 11:00am

Commissioners Court - Regular Session **99.**

Meeting Date: 10/19/2021

FY22 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve projects and budgets for the remaining funds in the 2022 Capital Improvement Program, Long Range Transportation (LTP), 2019 Road Bond, Coronavirus Aid, Relief, and Economic Security (CARES) Act, the American Rescue Pan Act (ARPA) and the 2021 Tax Anticipation Note (TAN).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/06/2021 04:28 PM
Form Started By: Tomika Lynce		Started On: 10/06/2021 02:43 PM
Final Approval Date: 10/06/2021		

Meeting Date: 10/19/2021

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278 @ Bagdad Rd.
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for CR 100/CR 118.
g) Discuss the acquisition of real property for CR 366.
h) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
i) Discuss the acquisition of real property for CR 111.
j) Discuss the acquisition of real property for Corridor H
k) Discuss the acquisition of real property for future SH 29 corridor.
l) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
m) Discuss the acquisition of right-of-way for Corridor C.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor D.
p) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
q) Discuss the acquisition of right-of-way for Reagan extension.
r) Discuss the acquisition of real property near Justice Center.
s) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
t) Discuss the acquisition of the MKT Right of Way
u) Discuss acquisition of drainage easement in relation to County Road 176
v) Discuss acquisition of right of way for Corridor E.

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

c) Discuss property usage at Longhorn Junction
d) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.
e) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas
f) Discuss the sale of property located at 900 S Main St., Taylor, 76574

C. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

D. Discuss the Cobb Cavern Conservation Easement Amendment and potential acquisition.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:19 AM
Form Started By: Charlie Crossfield		Started On: 10/14/2021 11:09 AM
Final Approval Date: 10/14/2021		

Commissioners Court - Regular Session **101.**

Meeting Date: 10/19/2021

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Project Crystal
c) Project Winston
d) Project Solo
e) Project Stamp
f) Project Red Hot Chili Pepper
g) Project Nirvana
h) Project Sound Garden
i) Project Def Leopard
j) Project Flex Power

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	10/14/2021 11:20 AM

Form Started By: Charlie Crossfield Started On: 10/14/2021 11:10 AM

Final Approval Date: 10/14/2021