NOTICE TO THE PUBLIC WILLIAMSON COUNTY COMMISSIONERS COURT

November 16, 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 – 22)

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-004505	Software Maintenance	\$44,816.14
То:	0100-0581-003005	Office Furniture	\$44,816.14

- **4.** Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.
- 5. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.
- Discuss, consider and take appropriate action on appointing Kenneth Mark Bell, aka Mark, to the Florence ESD #7 board to fill the vacancy left by Amber Roberson. The term is to commence immediately and continue until December 31, 2021, at which time he will be reappointed.

- 7. Discuss and take appropriate action on appointing Judge Bill Gravell to the CAPCOG General Assembly.
- 8. Discuss, consider and take any appropriate action regarding Resolution Approving the issuance of a Tax-Exempt Loan by the Greater Texas Cultural Education Facilities Finance Corporation for the Benefit of Goodwill Industries of Central Texas to finance or refinance the costs of certain facilities for Goodwill Industries of Central Texas in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).
- 9. Discuss, consider and take any appropriate action regarding termination of Professional Service Agreement for Physical Fitness Testing for the Williamson County Sheriff's Office with Stanard & Associates, Inc. and authorize county judge to sign the letter proving 30-day notice of termination.
- Discuss, consider and take appropriate action on ratifying an Agreement between Williamson County and Links Communications, Inc. for the Installation of new data outlets and cables in the Liberty Hill Community Supervision & Corrections Division Modular Building, in the amount of \$11,879.00; 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.
- **11.** Discuss, consider, and take appropriate action on the Interlocal Agreement for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments.
- **12.** Discuss, consider and take appropriate action on approving a lease with Sharp Electronics Corps for one (1) copier for Williamson County Emergency Services, in the amount of \$189.37 per month for 48-months pursuant to DIR Contract #DIR-CPO-4433 lease and execution of the agreement.
- Discuss, consider and take appropriate action on the approval authorizing an amendment to the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Hazmat Response Trailer Replacement Project pending FEMA approval.
- 14. Discuss, consider and take appropriate action on approving the Williamson County EMS Provider License Declaration Form and authorizing the County Judge to sign same and any necessary related documents.
- **15.** Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed proposals for Standby Generators under RFP #22RFP41.
- Discuss, consider and take appropriate action on approving Professional Services agreement with Diamond Surveyors for Land Surveying at West Portion of 21 Acre Tract SH 29 at RM 1869 in the not-to-exceed amount of \$3,210.00 and authorizing the execution of the agreement.

- 17. Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 1 for the Williamson County Liberty Hill CSCD Project (418P). This change order is for the demolition of the non-habitable Liberty Hill Adult Probation office. Funding for this project will be under CARES funds 418P.
- **18.** Discuss, consider and take appropriate action on awarding IFB #21IFB21 County Road Seal Coat FY 22 Improvements to D.I.J. Construction, Inc. in an amount not to exceed \$1,052,638.20, and authorizing execution of the agreement.
- **19.** Discuss, consider and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed bids for Herbicides under IFB #22IFB43.
- **20.** Discuss, consider and take appropriate action on approval of the final plat for the Tomecek subdivision Precinct 4.
- **21.** Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 3 Section 3 subdivision Precinct 3.
- **22.** Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 4 Section 2 subdivision Precinct 3.

REGULAR AGENDA

- 23. Discuss, consider, and take appropriate action on recognizing staff from the District Attorney, County Attorney, and Technology Services for winning two national awards for the County's Digital Evidence Management System (DEMS).
- **24.** Discuss, consider, and take appropriate action on recognizing November 15-19 as Geography Awareness Week and November 17 as Geographic Information Systems (GIS) Day.
- 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.
- 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).

- 27. 10:00 am Conduct public hearing relating to a request from Williamson County Pre-Trial Services to convert Court Specialist PCN.0180 from one full time position into two part-time positions and discuss (1) the reason for the position changes, including the public purpose that will be served by making the change; and (2) the exact amount of the changes, the sources of any additional funds needed, and the terms for distribution of the excess funds that effect and maintain the public purpose to be served by making the payments.
- **28.** Discuss, consider and take appropriate action on converting PCN.0180, Court Specialist, into two part-time positions.
- **29.** Discuss, consider and take appropriate action on a line item transfer for Williamson County Pre-Trial Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0591.001100	Full time Salaries	\$36,371.92
То	0100.0591.001101	Part-time Salaries	\$36,371.92

- **30.** Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move \$8,725.48 from P474 (Expo Horse Stall Barn) to P475 (Expo East Concession & Restrooms).
- 31. Discuss consider and take appropriate action on approving the replacement service agreement between Williamson County and Motorola Solutions, Inc. to provide the replacement of an existing generator in the amount of \$177,270.00 per the terms of DIR Contract #DIR-TSO-4101 and authorizing the execution of this agreement.
- **32.** Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Simon Lakeline Mall for off duty contracting of County Sheriff Deputies to be effective November 16, 2021.
- Discuss, consider and take appropriate action on approving an agreement between Williamson County and Falkenberg Construction Co., Inc. to provide Exterior Waterproofing Services for the Williamson County Tax Office in the amount of \$147,653.88 per the terms of Buy Board contract # 581-19 and execution of the agreement.
- Discuss, consider and take appropriate action on approving an agreement between Williamson County and Falkenberg Construction Co., Inc. to provide labor, material, and equipment to refresh the Williamson County Jail Parking Garage in the amount of \$235,090.66 per the terms of Buy Board contract #581-19.
- **35.** Receive updates on the Department of Infrastructure projects and issues.
- **36.** Receive the November 2021 Construction Summary Report and PowerPoint Presentation.

- 37. Discuss, consider and take appropriate action on awarding IFB #21IFB23 Metal Beam Guard Fence (MBGF) In Place to the lowest responsive bidder Southeast Highway Guardrail and Attenuators, LLC.
- 38. Discuss, consider and take appropriate action on setting the date of December 7, 2021 at 10:00 AM to consider and take action on proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publishing notice of same in the Williamson County Sun.
- **39.** Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the FM 3349 at US 79 contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program. Project: P332. Fund Source: Road Bonds.

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)."

- **40.** 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
- 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 SH 29 @ DB Wood.
- 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.
- I) 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.
 - 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.
- **41.** Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
 - 1. Business prospect(s) that may locate or expand within Williamson County.
 - 2. Project Crystal
 - 3. Project Winston
 - 4. Project Solo
 - Project Stamp
 - 6. Project Red Hot Chili Pepper
 - 7. Project Nirvana
 - 8. Project Sound Garden
 - 9. Project Def Leopard
 - 10. Project Flex Power
 - 11. Project Pearson Ranch
 - 12. Project Orange
 - 13. Project Fittipaldi
- **42.** 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) 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.
- i) 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.
- j) 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.
- k) 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.
- I) Shamona Harris EEOC Charge #451-2021-00812.
- m) 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.
- n) 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.
- o) 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.
- p) EEOC Charge of Discrimination #451-2021-01357 Jesse Gomez.
- q) 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.
- r) 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.
- s) Kelli Bomer EEOC Charge #451-2021-00920.
- t) Gary Haston EEOC Charge #451-2021-01145.
- u) 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.
- v) 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.
- w) EEOC Charge of Discrimination #450-2021-00854 Donald L. Foiles, Jr.
- x) 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.
- y) Jacqueline Robinson EEOC Charge # 451-2021-01742.
- z) Williamson County Landfill Operation Agreement Terms and Conditions.
- aa) 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.

- 43. 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).
- 44. 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)

- **45.** Discuss and take appropriate action concerning economic development.
- **46.** Discuss and take appropriate action concerning real estate.
- **47.** 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.
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 - n) 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.

- o) 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.
- p) EEOC Charge of Discrimination #451-2021-01357 Jesse Gomez.
- q) 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.
- r) 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.
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- y) Jacqueline Robinson EEOC Charge # 451-2021-01742.
- z) Williamson County Landfill Operation Agreement Terms and Conditions.
- aa) 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.
- **48.** 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.
- **49.** Comments from Commissioners.
- 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.

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 12th day of November 2021 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Meeting Date: 11/16/2021

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

Communications

Submitted By: Kelly Luna, Emergency Services Dept.

Department: 911 Communications

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line-item transfer for Emergency Communications.

Background

We have been working with the Budget Office to find a solution to replace the chairs on the Communications Floor. The current chairs are past lifecycle and with the confusion regarding Capital Improvement Projects, versus the funding being in the operating budget, these were not funded in FY22. Our newest Division Manager has analyzed what the previous Division Manager submitted for the FY22 budget and has found some cost savings. Additionally, at the time our budget was submitted it was undetermined if the Operating System upgrade would be virtual or physical, which means we had to budget for the most expensive scenario (a physical upgrade). The department will be utilizing the virtual upgrade, which will free up the funds budgeted for the physical upgrade. The chairs will be purchased under a GSA contract (quote attached) and are specifically designed for Communication Floors and 24/7/365 utilization. This plan is fully supported by the Budget Office.

Additionally, we will be purchasing a locked cabinet for the new Compliance Evaluator position so files with protected information can be securely stored.

Fiscal Impact

From/To	Acct No.	Description	Amount
From:	0100-0581-004505	Software Maintenance	\$44,816.14
То:	0100-0581-003005	Office Furniture	\$44,816.14

Attachments

WCEC Chair Quote

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 11:01 AM Budget Office Sarah Crain 11/10/2021 11:29 AM

Form Started By: Kelly Luna Started On: 11/10/2021 10:29 AM

Final Approval Date: 11/10/2021

3.



Quote Proposal info@conceptseatinggov.com

conceptseatinggov.com PH:800-550-2298

3205 N 124th St Brookfield, WI 53005				PH:800-550-22	298		
,	Qty	Description	Cost	Amount			
Contract #: GS-28F-0033S	10	3142r1 Black Staccato Fabric - C-Loop Arms - Standard Base	\$1,183.70	\$11,837.00			
Cage #: 492CO	10	3150HR Black Staccato Fabric - C-Loop Arms - Standard Base	\$1,244.92	\$12,449.20			
	10	3152HR Black Staccato Fabric - C-Loop Arms - Standard Base	\$1,423.44	\$14,234.40			
Purchase Order	10	Slipcovers for 3142r1	\$91.00	\$910.00			
RMG102021	10	Slipcovers for 3150HR	\$82.60	\$826.00			
Contact	10	Slipcovers for 3152HR	\$91.00	\$910.00			
Michael Moody				\$0.00			
Location				\$0.00			
Willimason County				\$0.00			
Address				\$0.00			
911 Tracy Chambers Lane		Subtotal of Chairs		\$41,166.60			
City							
Georgetown		FREIGHT					
State, Zip Code	1	Freight which includes a Liftgate Truck for unloading	\$2,255.73	\$2,255.73			
TX 78626				\$0.00			
Email Adress				\$0.00			
michael.moody@wilco.org				\$0.00			
Phone Number		Total Freight	.	\$2,255.73			
512-864-8234		,					
Fax Number		COMMENTS: 4-6 week lead time from date order is received. Some ass	sembly is required.				
			SUBTOTA L	\$41,166.60			
	STANDAR	- RD TERMS & CONDITIONS	S&H	\$2,255.73			
	2. Freight Ter	Ferms: New 30 Days to Approved Credit and Credit Card for ALL Orders Under \$50.00 rms: Prepay & Add, F.O.B. Brookfield, WI unless otherwise noted.	СС				
	 Clerical err All prices 8 	held from 30 days of quote, then subject to change without prior notice. rors are subject to correction. k agreements are contingent upon strikes, accidents and other causes unavoidable or beyond our	TOTAL	\$43,422.33			
	7. There will b	ees to promptly file claim for all goods damaged in transit. be a 20% restocking chare on merchandise ordered but not accepted. et-up and freight charges will not be refunded.					
	Acceptance of Proposal: These prices, specifications and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed above with full understanding of payment.						
	Signature		_				
	PO#		_				

Meeting Date: 11/16/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

4.

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

Position Changes

Form Review

Inbox Reviewed By Date

Human Resources (Originator) Rebecca Clemons
County Judge Exec Asst. Becky Pruitt

Form Started By: Kayla Marek Final Approval Date: 11/10/2021

Started On: 11/10/2021 08:40 AM

11/10/2021 08:50 AM

11/10/2021 10:59 AM

		Current Annual					Lump	Pay	Effective
		Emp	Annual	Merit	Merit	New Annual	sum	Proposal	Date of
Organization	Position	Num	Salary	Amount	%	Salary	Merit	Reason	Change
Building Maintenance	Senior Project Manager.0243.001100.	14729	\$97,485.96	\$974.74	1.00	\$98,460.70	-	MERIT	26-Nov-21
COMM COURT - GRANTS	Spec Court Prog Coordinator.1902.001100.	15057	\$49,731.50	\$1,491.88	3.00	\$51,223.38	-	MERIT	26-Nov-21
Emergency Medical Services	EMS Paramedic.0843.001100.	13063	\$44,055.84	\$881.11	2.00	\$44,936.94	-	MERIT	26-Nov-21
Purchasing	Purchasing Agent.1215.001100.	15604	\$113,222.46	\$2,264.34	2.00	\$115,486.80	-	MERIT	12-Nov-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0100	0509	001100	974.74	
01	0100	0509	001130		974.74
01	0382	0382	001100	328.21	
01	0382	0382	001130		328.21
01	0100	0540	001100	881.11	
01	0100	0540	002010	67.40	
01	0100	0540	002020	142.56	
01	0100	8004	001130		881.11
01	0100	8004	002010		67.40
01	0100	8004	002020		142.56
01	0100	0494	001100	2,264.34	
01	0100	0494	002010	173.22	
01	0100	0494	002020	366.37	
01	0100	8001	001130		2,264.34
01	0100	8001	002010		173.22
01	0100	8001	002020		366.37
01	0100	8001	001130	297.22	
01	0100	8001	002010	22.74	
01	0100	8001	002020	48.09	
01	0100	0400	001100		297.22
01	0100	0400	002010		22.74
01	0100	0400	002020		48.09
				E E66 00	E E66 00

Reversal of merit not given to PCN 1901 Reversal of merit not given to PCN 1901

5,566.00 5,566.00

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
573- Juvenile Grant	1043	14974	\$37,995.31	\$37,995.31	\$39,515.13	\$37,995.31	\$1,519.82	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1043 to PCN 1027	11/26/2021
573- Juvenile Grant	1027	N/A	N/A	N/A	\$37,995.31	\$39,515.13	N/A	\$1,519.82	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1043 to PCN 1027	11/26/2021
576- Juvenile Services	1105	15696	\$37,995.31	\$37,995.31	\$39,910.28	\$38,610.15	\$1,300.13	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1105 to PCN 1027	11/26/2021
573- Juvenile Grant	1027	N/A	N/A	N/A	\$39,515.13	\$40,815.26	N/A	\$1,300.13	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1105 to PCN 1027	11/26/2021
576- Juvenile Services	1105	15696	\$37,995.31	\$37,995.31	\$38,610.15	\$38,437.86	\$172.29	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1105 to PCN 1066	11/26/2021
576- Juvenile Services	1066	N/A	N/A	N/A	\$40,495.10	\$40,667.39	N/A	\$172.29	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1105 to PCN 1066	11/26/2021
573- Juvenile Grant	1045	15740	\$37,995.31	\$37,995.31	\$40,708.48	\$40,560.61	\$147.87	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1045 to PCN 1066	11/26/2021
576- Juvenile Services	1066	N/A	N/A	N/A	\$40,667.39	\$40,815.26	N/A	\$147.87	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1045 to PCN 1066	11/26/2021
573- Juvenile Grant	1045	15740	\$37,995.31	\$37,995.31	\$40,560.61	\$38,500.57	\$2,060.04	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1045 to PCN 1071	11/26/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
576- Juvenile Services	1071	N/A	N/A	N/A	\$37,995.31	\$40,055.35	N/A	\$2,060.04	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1045 to PCN 1071	11/26/2021
573- Juvenile Grant	1045	15740	\$37,995.31	\$37,995.31	\$38,500.57	\$37,995.31	\$505.26	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1045 to PCN 1131	11/26/2021
576- Juvenile Services	1131	N/A	N/A	N/A	\$39,563.54	\$40,068.80	N/A	\$505.26	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1045 to PCN 1131	11/26/2021
573- Juvenile Grant	1028	15828	\$48,879.99	\$48,879.99	\$54,080.00	\$51,260.05	\$2,819.95	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1028 to PCN 1122	11/26/2021
576- Juvenile Services	1122	N/A	N/A	N/A	\$37,995.28	\$40,815.23	N/A	\$2,819.95	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1028 to PCN 1122	11/26/2021
573- Juvenile Grant	1028	15828	\$48,879.99	\$48,879.99	\$51,260.05	\$48,988.84	\$2,271.21	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1028 to PCN 1739	11/26/2021
576- Juvenile Services	1739	N/A	N/A	N/A	\$38,006.75	\$40,277.96	N/A	\$2,271.21	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1028 to PCN 1739	11/26/2021
573- Juvenile Grant	1028	15828	\$48,879.99	\$48,879.99	\$48,988.84	\$48,897.99	\$90.85	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1028 to PCN 1123	11/26/2021
576- Juvenile Services	1123	N/A	N/A	N/A	\$39,142.76	\$39,233.61	N/A	\$90.85	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1028 to PCN 1123	11/26/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
573- Juvenile Grant	1161	15399	\$48,879.99	\$48,879.99	\$59,659.45	\$59,122.16	\$537.29	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1739	11/26/2021
576- Juvenile Services	1739	N/A	N/A	N/A	\$40,227.96	\$40,765.25	N/A	\$537.29	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1739	11/26/2021
573- Juvenile Grant	1161	15399	\$48,879.99	\$48,879.99	\$59,122.16	\$56,302.21	\$2,819.95	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1068	11/26/2021
576- Juvenile Services	1068	N/A	N/A	N/A	\$37,995.31	\$40,815.26	N/A	\$2,819.95	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1068	11/26/2021
573- Juvenile Grant	1161	15399	\$48,879.99	\$48,879.99	\$56,302.21	\$53,482.26	\$2,819.95	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1069	11/26/2021
576- Juvenile Services	1069	N/A	N/A	N/A	\$37,995.31	\$40,815.26	N/A	\$2,819.95	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1069	11/26/2021
573- Juvenile Grant	1161	15399	\$48,879.99	\$48,879.99	\$53,482.26	\$52,984.11	\$498.15	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1108	11/26/2021
576- Juvenile Services	1108	N/A	N/A	N/A	\$40,317.11	\$40,815.26	N/A	\$498.15	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1108	11/26/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
									Reallocation of position budget to facilitate external	
573- Juvenile									hire as allowed by policy. Surplus salary from PCN	
Grant	1161	15399	\$48,879.99	\$48,879.99	\$52,984.11	\$51,197.33	\$1,786.78	N/A	1161 to PCN 1097	11/26/2021
576- Juvenile Services	1097	N/A	N/A	N/A	\$41,079.99	\$42,866.77	N/A	\$1,786.78	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1097	11/26/2021
573- Juvenile Grant	1161	15399	\$48,879.99	\$48,879.99	\$51,197.33	\$49,845.16	\$1,352.17	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1042	11/26/2021
573- Juvenile Grant	1042	N/A	N/A	N/A	\$41,514.60	\$42,866.77	N/A	\$1,352.17	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1042	11/26/2021
573- Juvenile Grant	1161	15399	\$48,879.99	\$48,879.99	\$49,845.16	\$49,085.25	\$759.91	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1071	11/26/2021
576- Juvenile Services	1071	N/A	N/A	N/A	\$40,055.35	\$40,815.26	N/A	\$759.91	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1161 to PCN 1071	11/26/2021
576- Juvenile Services	1114	15798	\$37,995.31	\$37,995.31	\$40,305.35	\$39,558.88	\$746.47	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1114 to PCN 1131	11/26/2021
576- Juvenile Services	1131	N/A	N/A	N/A	\$40,068.80	\$40,815.27	N/A	\$746.47	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1114 to PCN 1131	11/26/2021

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
576- Juvenile Services	1114	15798	\$37,995.31	\$37,995.31	\$39,558.88	\$37,995.31	\$1,563.57	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1114 to PCN 1123	11/26/2021
576- Juvenile Services	1123	N/A	N/A	N/A	\$39,223.61	\$40,787.18	N/A	\$1,563.57	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1114 to PCN 1123	11/26/2021
576- Juvenile Services	1118	N/A	N/A	N/A	\$43,161.47	\$43,133.39	\$28.08	N/A	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1118 to PCN 1123	11/26/2021
576- Juvenile Services	1123	N/A	N/A	N/A	\$40,787.18	\$40,815.26	N/A	\$28.08	Reallocation of position budget to facilitate external hire as allowed by policy. Surplus salary from PCN 1118 to PCN 1123	11/26/2021
540-EMS	0889	N/A	N/A	N/A	\$59,977.75	\$58,251.08	\$1,726.67	N/A	Reallocation of position budget to facilitate shift transfer as allowed by policy. Surplus salary from PCN 0889 to PCN 0878	11/26/2021
540-EMS	0878	N/A	N/A	N/A	\$55,410.93	\$57,137.60	N/A	\$1,726.67	Reallocation of position budget to facilitate shift transfer as allowed by policy. Surplus salary from PCN 0889 to PCN 0878	11/26/2021

^{*}Amount may vary slightly due to Oracle rounding

Meeting Date: 11/16/2021

Justice of the Peace 3 OCTOBER 2021 Monthly Report

Submitted For: Evelyn McLean Submitted By: Mary Alcala, J.P. Pct. #3

5.

Department: J.P. Pct. #3 **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, October 2021 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

October 2021 - CCP103

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/08/2021 02:06 PM

Form Started By: Mary Alcala Started On: 11/08/2021 10:06 AM

Final Approval Date: 11/08/2021

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 Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of October, 2021.

EVELYN McLEAN

JUSTICE OF THE PEACE

PRECINCT THREE

On this 4 day of NOVOM DLY 2021, to certify which witness my hand and seal

of office.

NOTARY PUBLIC

in and for the State of Texas

MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

Transaction Date: 10/01/2021 - 10/31/2021

Case Categories: Civil

Locations: JP3

G/L Account	G/L Account Number	Fee Totals
General Fund		
11-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	4,622.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	4,330.00
01-0399-0000-208354 - Judicial/Court Train Fee Due to State	L-004-3-01-0399-0000-208354: 01-0399-0000-208354 - Judicial/Court Train Fee Due to State 0100 - General Fund Total:	890.00 9,842.25
State Agency Fund	0100 - General Fund Total:	9,842.25

Payment Report - Fee Code Summary

Transaction Date: 10/01/2021 - 10/31/2021

Case Categories: Civil

Locations: JP3

Fee Code Sumi	mary								
Code Word	Description	Gross		Positive Adjus	tments	Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
CCFF	Counter/Cross Claim Filing Fee	25.00	1	0.00	0	0.00	0	25.00	1
CCOP	Civil Copies	23.25	15	0.00	0	0.00	0	23.25	15
CERT	Certified Copy	24.00	4	0.00	0	0.00	0	24.00	4
CONT3	Constable Service Fee Pct #3	3,430.00	40	0.00	0	0.00	0	3,430.00	40
EFF	Electronic Filing Fee	1,780.00	178	0.00	0	0.00	0	1,780.00	178
ISF	Indigent Legal Services Fee	1,068.00	178	0.00	0	0.00	0	1,068.00	178
JCF	Civil Filing Fee	4,250.00	170	0.00	0	0.00	0	4,250.00	170
JCTF	Judicial/Court Training Fee Due to State	890.00	178	0.00	0	0.00	0	890.00	178
SCFF	Small Claims Filing Fee	175.00	7	0.00	0	0.00	0	175.00	7
TRANS	Transcript	70.00	7	0.00	0	0.00	0	70.00	7
WEXEC	Writ of Execution	10.00	2	0.00	0	0.00	0	10.00	2
WGAR	Writ of Garnishment	10.00	2	0.00	0	0.00	0	10.00	2
WPOSS	Writ of Possession	25.00	5	0.00	0	0.00	0	25.00	5
WSF3	JP3 - Writ Service Fee	900.00	6	0.00	0	0.00	0	900.00	6
		Gross		Positive Adjus	tments	Negative Adjus	tments	Net	
Fee Code S	ummary Totals	Amount	Number	Amount	Number	Amount	Number	Amount	Number
		12,690.25	795	0.00	0	0.00	0	12,690.25	795

Payment Report - G/L and Fund Summary

Transaction Date: 10/01/2021 - 10/31/2021

Case Categories: Criminal

Locations: JP3

	G/L Account Number	Fee Totals
) - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	1.07
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	2,300.89
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	521.05
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	373.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	121.06
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	666.87
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	594.28
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	68,338.93
01-0100-0000-370500 - Miscellaneous Revenue	L-004-3-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
1 - JP Security Fund 01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	179.4
	0361 - JP Security Fund Total:	
		179.43
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total:	6.29
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	6.29
	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	6.2 6.2
01-0365-0000-341161 - JP CHILD SAFETY FEE 7 - JP-3 Truancy Program Fund	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total:	6.2 6.2 224.2
01-0365-0000-341161 - JP CHILD SAFETY FEE 7 - JP-3 Truancy Program Fund 01-0367-0000-370000 - JP-3 Truancy Program Fees 2 - Justice Court Technology Fund	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total: L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee 0367 - JP-3 Truancy Program Fund Total:	6.29 6.29 224.29 224.29
01-0365-0000-341161 - JP CHILD SAFETY FEE 7 - JP-3 Truancy Program Fund 01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE 0365 - Child Safety Fund Total: L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	6.2 6.2 224.2

Payment Report - G/L and Fund Summary

Transaction Date: 10/01/2021 - 10/31/2021

Case Categories: Criminal

Locations: JP3

G/L Account	G/L Account Number	Fee Totals
9 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	80.31
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,785.91
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	178.56
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	267.91
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	345.77
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	2.36
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	396.03
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	89.29
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	318.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	987.22
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,691.50
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	51.09
	0399 - State Agency Fund Total:	8,193.9
BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	600.00
	JP BOND Total:	600.0
	Fee Totals for All Funds:	82,301.5

Payment Report - Fee Code Summary

Transaction Date: 10/01/2021 - 10/31/2021

Case Categories: Criminal

Locations: JP3

Fee Code Sumn	nary								
Code Word Description		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFCA3	Arrest/Service Fee - Const. Pct. 3	2.77	1	0.00	0	0.00	0	2.77	1
AFDPS	Arrest Fee - DPS (CCP 102.011)	188.35	46	0.00	0	0.00	0	188.35	46
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	1.07	2	0.00	0	0.00	0	1.07	2
AFPW	Arrest Fee - Texas P&W (CCP 102.011)	1.06	1	0.00	0	0.00	0	1.06	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	31.06	15	0.00	0	0.00	0	31.06	15
СВ	Cash Bond	600.00	2	0.00	0	0.00	0	600.00	2
ccc	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,785.91	63	0.00	0	0.00	0	1,785.91	63
CFINE	County Fine	68,338.93	620	0.00	0	0.00	0	68,338.93	620
CHS	Courthouse Security Fee (CCP 102.017)	134.52	65	0.00	0	0.00	0	134.52	65
CHSJC	JP Security Fee (CCP 102.017)	44.91	65	0.00	0	0.00	0	44.91	65
COLLFEE	Collection Agency Fee	2,300.89	50	0.00	0	0.00	0	2,300.89	50
COPIES	Certified Copies	2.00	1	0.00	0	0.00	0	2.00	1
CRFEEOVER	Criminal Overpayment Fee	373.00	2	0.00	0	0.00	0	373.00	2
CSSF	Child Safety School Fee (CCP 102.014(c))	6.29	1	0.00	0	0.00	0	6.29	1
DDF	Deferred Disposition Fee	591.00	15	0.00	0	0.00	0	591.00	15
FNTC1	Child Safety Seat Fine Trauma Center	318.00	6	0.00	0	0.00	0	318.00	6
IDF	Indigent Defense Fee (LGC 133.107)	89.29	63	0.00	0	0.00	0	89.29	63
JCTF	Justice Court Technology Fee (CCP 102.0173)	179.46	65	0.00	0	0.00	0	179.46	65
JFR	Jury Reimbursement Fee (CCP 102.0045)	178.56	63	0.00	0	0.00	0	178.56	63
JTP	Juvenile Truancy Program (CCP 102.0174)	224.29	65	0.00	0	0.00	0	224.29	65
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	40.15	56	0.00	0	0.00	0	40.15	56
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	40.16	56	0.00	0	0.00	0	40.16	56
JUSFC	Judicial Support Fund - County (LGC 133.105)	26.79	63	0.00	0	0.00	0	26.79	63
JUSFS	Judicial Support Fund - State (LGC 133.105)	241.12	63	0.00	0	0.00	0	241.12	63
LT10	Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	
MVF	Moving Violation Fee (CCP 102.022)	2.36	29	0.00	0	0.00	0	2.36	_
OMNI	OMNI Fee	197.45	45	0.00	0	0.00	0	197.45	4
OMNIC	OMNI Fee - County	131.62	45	0.00	0	0.00	0	131.62	4!
OMNIS	OMNI Fee - State	658.15	45	0.00	0	0.00	0	658.15	4

Payment Report - Fee Code Summary

Transaction Date: 10/01/2021 - 10/31/2021

Case Categories: Criminal

Locations: JP3

Fee Code Sumi	mary								
Code Word Description		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
SFC3	Service/Arrest Fee - Const. 3	65.00	12	0.00	0	0.00	0	65.00	12
SFMCWV	State Fine - Motor Carrier Weight Violation	3,691.50	9	0.00	0	0.00	0	3,691.50	9
SFOC	Service Fee - Out of County	30.00	5	0.00	0	0.00	0	30.00	5
STF	State Traffic Fee (TC 542.4031)	396.03	20	0.00	0	0.00	0	396.03	20
TPC	Time Payment Fee - County	18.50	4	0.00	0	0.00	0	18.50	4
TPS	Time Payment Fee - State	32.59	6	0.00	0	0.00	0	32.59	6
TPWF	Texas P&W Fine	521.05	9	0.00	0	0.00	0	521.05	9
UFA	Uniform Traffic Act (TC 542.403)	43.87	22	0.00	0	0.00	0	43.87	22
WARC3	Warrant Fee - Constable Pct. 3	526.51	16	0.00	0	0.00	0	526.51	16
WCSO	Williamson County Sheriff	90.00	2	0.00	0	0.00	0	90.00	2
WFDPS	Warrant Fee - DPS	156.36	4	0.00	0	0.00	0	156.36	4
1		Gross		Positive Adjus	tments	Negative Adjus	stments	Net	
Fee Code St	ummary Totals	Amount	Number	Amount	Number	Amount	Number	Amount	Number
		82,301.57	1,723	0.00	0	0.00	0	82,301.57	1,723

Meeting Date: 11/16/2021

Kenneth Mark Bell ESD 7 Appointment

Submitted For: Valerie Covey

Babcock, Commissioner

Submitted By: Debra

6.

Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Kenneth Mark Bell, aka Mark, to the Florence ESD #7 board to fill the vacancy left by Amber Roberson. The term is to commence immediately and continue until December 31, 2021, at which time he will be reappointed.

Background

Mark Bell owns and runs two successful businesses in Williamson County. He has served in the Texas State Guard since 2009 and has been an officer since 2010. He has been a member of Cedar Park CERT since 2006 and completed the Citizen's Fire Academy. Mark served on the Leander Planning and Zoning Commission from 2007 to 2010. He has owned property within the ESD 7 boundaries for 8 years. Emergency services and response have always been of great interest to Mark, and he continuously looks for ways to serve his community. He feels his CERT, Texas State Guard and business experience will be helpful to the ESD board.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mark Bell Resume FSD 7

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/08/2021 03:37 PM

Form Started By: Debra Babcock Started On: 11/08/2021 02:45 PM

Final Approval Date: 11/08/2021

Mark Bell PO Box 991 Cedar Park, TX 78630

(512) 583-0821

mbell@TxAggieEngineer.com

Education:

Texas A&M University, B.S. Telecommunications Engineering Technology 1998

Certifications:

Fortinet NSE 4, December 2019

EMC SE Accreditation (Technologies 2014), November 2014

EMC SE Accreditation (Converged Infrastructure VSPEX 2014), November 2014

EMC Sales Accreditation (File Solution: Consolidate and Protect 2014), November 2014

EMC Sales Accreditation (Cloud Solution: EMC Hybrid Cloud 2014), November 2014

EMC Sales Accreditation (Consolidate and Backup Recovery 2013), April 2013

VMware VCP5, January 2012

VMware VCP4, July 2010

Microsoft Certified Systems Engineer Messaging (Exchange 2003), October 2005

Microsoft Certified Systems Engineer (Windows 2003), July 2004

Cisco IP Telephony Operations Specialist, January 2004

Cisco IP Telephony Design Specialist, November 2002

Cisco IP Telephony Support Specialist, November 2002

Cisco Certified Internetwork Expert (#6550), December 2000

Professional Experience:

Jan 2004 - Present

Bell IT Services, Cedar Park, TX

President/Lead Engineer

- Provided IT-related design and technical services for customers in various sized environments
- Provided system and network monitoring and reporting services to customers
- Designed cost-effective, flexible IT solutions utilizing products from major OEMs
- Acted as trusted advisor to customers for critical business systems and processes
- Provided physical and virtual server hosting services utilizing VMware vSphere
- Focused on multi-site firewall implementation and management (ASA, FortiGate, FirePower, Sonicwall)

Aug 2007 - Present

Whitestone Commercial Properties, Cedar Park, TX

Partner/Owner

- Managed commercial lease contracts
- Maintained property and tenant buildings
- Process lease payments and business expenses

Apr 2006 - Feb 2016 World Wide Technology, Austin, TX

Consulting Systems Engineer

- Worked with account managers to become trusted advisors to Department of Defense and Federal civilian agency customers
- Supported up to two account managers at a time to provide internal technical assistance and provide technical consultation during customer meetings
- Developed bills of materials and statements of work based on customer project requirements, including estimating labor hours, specifying project tasks, and defining deliverables
- Worked with account teams from major OEM's such as Cisco, EMC, HP, and NetApp as partners to support our mutual customers

Jul 2005 - Apr 2006

Northrop Grumman, Austin, TX

Consulting Systems Engineer

Provided design and product support for three sales representatives

continued on next page

- Worked with internal resources to determine and plan service requirements for customer projects
- · Worked with vendors to design appropriate and cost-effective solutions for customers

Apr 1999 – Jul 2005 NextiraOne (formerly Williams Communications Solutions), Houston and Austin, TX Network Engineer V

- Provided pre- and post-sales support for sales force and field engineers
- Designed, implemented and maintained Cisco AVVID and other IP telephony solutions
- Designed, implemented and maintained IPSec-based VPN solutions using Cisco and Nortel equipment
- Designed and implemented multi-homed BGP networks for redundancy and load sharing
- Recommended and implemented network design changes for internal and client networks
- Remotely supported multi-vendor customer networks containing a wide range of equipment

May 1998 – Apr 1999 <u>Sprint Paranet</u>, Houston, TX Technical Analyst

- Provided pre- and post-sales consulting for clients
- Designed migration plan for medium-sized LAN/WAN
- Installed and maintained medium-sized LANs/WANs with Cisco routers (7513, 4500, 25xx, Catalyst 8500) and switches (Catalyst 5500, 5000, 2900)
- Designed and implemented ISDN-based dial-up solution (Cisco 3620, 1604)

Dec 1996 - Aug 1997 IXC Communications, Inc., Broadband Services Engineering, Austin, TX Network Engineer Intern

Texas A&M University, College Station, TX

Dec 1997 - Apr 1998 Department of Civil Engineering,

SYSTEMS ANALYST

- Installed and maintained network servers (Windows NT, Novell NetWare 3.1x, 4.1)
- · Supervised departmental computer support staff
- Maintained user workstations and computer labs (approx. 400 workstations)
- Managed electronic information resources (WWW, FTP, e-mail)
- Provided hardware and software procurement, installation and troubleshooting
- Assisted campus CIS department with LAN troubleshooting

Dec 1995 - Dec 1996, Aug 1997 - Nov 1997 Department of Agricultural Economics, COMPUTER OPERATIONS SUPERVISOR

- Installed and maintained network servers (UNIX, Windows NT)
- Designed and managed electronic information resources (WWW, FTP, e-mail)
- Provided hardware and software procurement, installation and troubleshooting
- Provided hardware and software training for department employees

Community Service

Cedar Park Community Emergency Response Team, 2006 - present

Cedar Park Citizen's Fire Academy, 2006

Texas State Guard, 2009 - present. Joined as E4, promoted to O1 2010, currently O3

City of Leander Planning and Zoning Commission, 2007 - 2010. Chairman, 2008 - 2010.

City of Leander Comprehensive Plan Update Committee, 2007

City of Leander Parking Committee, 2009

Security Clearances

Secret (interim), 2005

Criminal Justice Information Services, current

Meeting Date: 11/16/2021

Discuss and take appropriate action on appointing Judge Bill Gravell to the CAPCOG General

Assembly

Submitted For: Cynthia Long Submitted By: Tammy Smith,

Commissioner

7.

Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on appointing Judge Bill Gravell to the CAPCOG General Assembly.

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 11/10/2021 11:25 AM

Form Started By: Tammy Smith Started On: 11/10/2021 11:17 AM

Final Approval Date: 11/10/2021

Meeting Date: 11/16/2021

Resolution Tax Exempt Loan Greater Texas Cultural Education Facilities Finance Corp

Goodwill Industries

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

8.

Agenda Item

Discuss, consider and take any appropriate action regarding Resolution Approving the issuance of a Tax-Exempt Loan by the Greater Texas Cultural Education Facilities Finance Corporation for the Benefit of Goodwill Industries of Central Texas to finance or refinance the costs of certain facilities for Goodwill Industries of Central Texas in compliance with Section 147(f) of the Internal Revenue Code (Note: The proposed resolution approving the bonds does not create any liability for Williamson County).

Background

Section 147(f) of the Internal Revenue Code provides that a private activity bond (which is what these Bonds are considered) shall not be issued unless they have been approved by:(1) the governmental unit which issued such bond, or on behalf of which such bond was issued, and (2) generally, each governmental unit having jurisdiction over the area in which the facility financed by the proceeds of such bond is located. Item (2) is where Williamson County comes into this since Frost Bank will make a loan to Goodwill through the Greater Texas Cultural Education Facilities Finance Corporation. A few of the properties being financed/refinanced by Goodwill are located in Williamson County. Further, the approval must include a public hearing following reasonable public notice of the bond issuance. This requirement is commonly known as the "TEFRA requirement" because it was originally added to the Code by the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA). The joint public hearing for each of Bastrop, Travis and Williamson County will be held at 9:00 am on November 16 via teleconference (the Notice of Public Hearing is part of the attachment and it was published on November 8 in the Austin American Statesman). The bonds are not a liability of Williamson County.

Fiscal Impact

From/To Acct No.	Description	Amount
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Attachments

TEFRA Approval Texas Cultural Education Facilities Finance Corp Goodwill Industries

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 10:57 AM

Form Started By: Julie Kiley Started On: 11/09/2021 07:43 PM

Final Approval Date: 11/10/2021

CERTIFICATE OF RESOLUTION

THE STATE OF TEXAS COUNTY OF WILLIAMSON	% %	
I, the undersigned County Clerk of Williamson County, Texas, hereby certify as follows:		
1. The Commissioners Court (the "Commissioners Court") of Williamson County, Texas, (the "County") convened in regular meeting on November 16, 2021, at the regular meeting place thereof, within said County, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:		
В	ill Gravell	County Judge
To	erry Cook	Commissioner, Precinct 1
C	ynthia Long	Commissioner, Precinct 2
V	alerie Covey	Commissioner, Precinct 3
R	uss Boles	Commissioner, Precinct 4
and all of said persons were present except for, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written resolution, to wit:		
RESOLUTION APPROVING THE ISSUANCE OF A TAX-EXEMPT LOAN BY THE GREATER TEXAS CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF GOODWILL INDUSTRIES OF CENTRAL TEXAS TO FINANCE OR REFINANCE THE COST OF CULTURAL FACILITIES AND WITH RESPECT TO A PUBLIC HEARING		
was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:		

2. A true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; said resolution has been duly recorded in said Commissioners Court's minutes of said meeting; the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court's minutes of said meeting pertaining to the adoption of said resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; and said meeting was open to the public as required by law; and public notice of the date, hour, place and subject of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Ayes: ; Noes: ; Abstentions:

SIGNED AND SEALED th	is Nove	ember _	_, 2021.
			NCY E. RISTER unty Clerk
(SEAL)			
Vote of the Court:	T 7	.	
I I C II	Yes	No	Abstain
Judge Gravell Comm. Cook			
Comm. Long			
Comm. Covey			
Comm. Boles			

RESOLUTION APPROVING THE ISSUANCE OF A TAX-EXEMPT LOAN BY THE GREATER TEXAS CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF GOODWILL INDUSTRIES OF CENTRAL TEXAS TO FINANCE OR REFINANCE THE COST OF CULTURAL FACILITIES AND WITH RESPECT TO A PUBLIC HEARING

WHEREAS, the City of Arlington, Texas (the "<u>City</u>"), has, pursuant to Chapter 337 of the Texas Local Government Code, as amended (the "<u>Act</u>"), approved and provided for the creation of Greater Texas Cultural Education Facilities Finance Corporation ("<u>Issuer</u>") as a non-stock, non-profit corporation; and

WHEREAS, Issuer on behalf of the City, is empowered to issue its revenue notes to loan or otherwise provide funds to a borrower to enable the borrower to acquire, construct, enlarge, extend, repair, renovate, or otherwise improve a cultural facility or any facility incidental, subordinate, or related to or appropriate in connection with a cultural facility, or for acquiring land to be used for those purposes, or to create operating and debt service reserves for and to pay issuance costs related to the note or other obligations, and to finance or refinance cultural facilities to be used by a 501(c)(3) organization; and

WHEREAS, no public funds or credit of the City may be pledged to the payment of such revenue note, and such revenue note shall be payable solely from amounts made available to Issuer by the 501(c)(3) organization for which such note is issued; and

WHEREAS, Goodwill Industries of Central Texas ("Borrower") has requested that Issuer issue a tax-exempt loan or loans (the "Loan") pursuant to the Act in a principal amount not to exceed \$45,000,000, the proceeds of which will be loaned to Borrower to be used to (1) finance and/or refinance certain costs of planning, permitting, acquiring, constructing, improving, furnishing, and equipping cultural facilities for Goodwill located at (i) 2411 Lake Austin Boulevard, Austin, Texas 78703, (ii) 916 West University Avenue, Georgetown, Texas 78626, (iii) 677 University Boulevard, Round Rock, Texas 78665, (iv) 560 Highway 79 West, Building B, Hutto, Texas 78634, (v) 9111 South 1st Street, Austin, Texas 78744, (vi) 1901 RR 620 South, Lakeway, Texas 78734, (vii) 1701 FM 685, Pflugerville, Texas 78660, (viii) 7817 Clock Tower Drive, Austin, Texas 78752, (ix) 107 Childers Drive, Bastrop, Texas 78602, (x) 9801 Brodie Lane, Austin, Texas 78748, (xi) 1015 Norwood Park Boulevard, Austin, Texas 78753, and (xii) 6505 Burleson Road, Austin, Texas 78744 (collectively, the "Real Property Improvements"); (2) finance certain costs of acquiring, improving and implementing Goodwill's point of sale, hardware, software and other technology systems used at its cultural facilities (together with the Real Property Improvements, the "Project"); and (3) pay the costs of issuing the Note; and

WHEREAS the Project will be owned and operated by Borrower;

WHEREAS, the Loan will be issued pursuant to a Loan Agreement, by and among Issuer, Borrower and a financial institution ("Lender") (the "Loan Agreement");

WHEREAS, the Loan will be a special limited obligation of Issuer payable solely from loan repayments to be made by Borrower to Issuer and certain funds and/or accounts established under the Loan Agreement;

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "<u>Code</u>"), requires that the Loan be approved by the "applicable elected representative" (the "<u>AER</u>") of the governmental unit having jurisdiction over the area in which the Project is located after a public hearing following reasonable public notice;

WHEREAS, with respect to the Loan, the Commissioners Court of Williamson County, Texas (the ""Commissioners Court") is an AER;

WHEREAS, a public hearing with respect to the Loan was held on November 16, 2021 (the "<u>Public Hearing</u>") by a hearing officer on behalf of the County (the "<u>Hearing Officer</u>"), notice of such Public Hearing was published in the Austin American Statesman in the County not less than 7 days before the day of such hearing;

WHEREAS, the Commissioners Court desires to approve and ratify hereby the holding of such Public Hearing by the Hearing Officer and the publishing of such notice; and

WHEREAS, the actions of Issuer with respect to the Project and the Loan (including the issuance of the Loan and documents relating thereto) and the action of the Commissioners Court with respect to the matters described herein will create no liability for the County, and are in the best interest of the County, and the Commissioners Court desires to approve such actions;

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

- 1. The facts and recitations set forth in the preamble of this Resolution are hereby declared true and correct.
- 2. All actions taken by or on behalf of the County with respect to the appointment of the Hearing Officer, the publishing of the notice of the Public Hearing and the conducting of such Public Hearing are hereby authorized, approved and ratified.
- 3. The Public Hearing with respect to the Loan and the Project to be financed by the Loan was held by the Hearing Officer on the date and time set forth in the Notice of Public Hearing attached as **Schedule 1** to **Exhibit** A hereto. Notice of such Public Hearing was published in the Austin American Statesman in the County not less than 7 days before the date of such public hearing, as evidenced by the Affidavit of Publisher attached as **Schedule 2** to **Exhibit A** hereto. Such Notice included the date, time and place of the Public Hearing, the location of the Project, the owner and operator of the Project, and the maximum aggregate principal amount of the Loan, and is hereby approved. All comments from interested persons, if any, were taken at such public hearing. The minutes of such hearing, attached as **Schedule 3** to **Exhibit A** hereto, are hereby approved.

- 4. For the purpose of satisfying the requirements of Section 147(f) of the Code, the Loan in an amount not to exceed \$45,000,000 and the Project to be financed and refinanced with proceeds of the Loan, all as described in the posted notice of Public Hearing presented to the Commissioners Court, are hereby approved.
- 5. THE APPROVALS HEREIN GRANTED ARE FOR THE PURPOSES OF SATISFYING THE REQUIREMENTS OF THE CODE AND THE LAWS OF THE STATE OF TEXAS, AND SHALL NOT BE CONSTRUED AS A REPRESENTATION, WARRANTY OR OTHER UNDERTAKING OF ANY KIND BY THE COUNTY IN RESPECT TO THE LOAN OR THE PROJECT. THE LOAN SHALL NOT CONSTITUTE AN OBLIGATION OF THE COUNTY OR A PLEDGE OF ITS FAITH AND CREDIT, AND THE COUNTY SHALL NOT BE OBLIGATED TO PAY THE LOAN OR THE INTEREST THEREON OR OTHERWISE INCUR ANY LIABILITY IN RESPECT THEREOF.
- 6. The County Judge and County Clerk of the County and other officers or representatives of the County are hereby authorized to execute and deliver such instruments, certificates, or documents necessary or advisable to carry out the intent and purpose of this resolution.
- 7. This resolution shall take effect immediately upon its passage and shall continue in force and effect from the date hereof.

PASSED AND	APPROVED this	day of N	November, 2021

Vote of t	the Co	urt:
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	Yes	No	Abstain
Judge Gravell			
Comm. Cook			
Comm. Long			
Comm. Covey			
Comm. Boles			

Exhibit A to Resolution of Williamson County, Texas

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE §147(f))

[Attached]

CERTIFICATE OF PUBLIC HEARING OFFICER REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

Re: Tax-Exempt Loan (the "Loan") to be issued by Greater Texas Cultural Education Facilities Finance Corporation for the benefit of Goodwill Industries of Central Texas, located in Bastrop, Travis and Williamson Counties (collectively, the "County").

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the above-captioned Loan.

I hereby certify as follows:

- 1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Loan at the time and place indicated in the Notice of Public Hearing attached as **Schedule 1** hereto.
- 2. The Notice of Public Hearing was published in the Austin American Statesman in Bastrop, Travis and Williamson Counties, Texas, as evidenced by the Affidavit of Publisher attached as **Schedule 2** hereto.
- 3. All persons (if any) appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Loan. No such persons appeared or made comments except as set forth on **Schedule 3** hereto.
- 4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND as of this 16th day of November, 2021.

Kevin Twining Hearing Officer

Schedule 1 - Notice of Public Hearing

Schedule 2 - Affidavit of Posting of the Notice of Public Hearing.

Schedule 3 - Names and Comments of Persons Attending Public Hearing

NOTICE OF JOINT PUBLIC HEARING

GREATER TEXAS CULTURAL EDUCATION FACILITIES FINANCE CORPORATION TAX-EXEMPT MASTER INDENTURE NOTE (GOODWILL INDUSTRIES OF CENTRAL TEXAS) SERIES 2021A

Notice is hereby given of a telephonic joint public hearing to be held in Bastrop, Travis and Williamson Counties, Texas by the Greater Texas Cultural Education Facilities Finance Corporation ("Issuer") and Goodwill Industries of Central Texas, a Texas nonprofit corporation, and Goodwill Temporary Services, Inc., a Texas nonprofit corporation (collectively, "Goodwill"), on November 16, 2021 at 9:00 a.m. Interested parties may join the joint public hearing on the date and the time indicated above by dialing 1-866 512-4865 (US Toll Free) and, when prompted, entering the participant passcode 646782#.

The joint public hearing is regarding a plan of financing for the issuance of a Tax-Exempt Master Indenture Note (the "Note") to be issued by Issuer in an aggregate principal amount not to exceed \$45,000,000 to be issued as a qualified 501(c)(3) bond under Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of the Note will be loaned by Issuer to Goodwill for the following purposes:

- (1) financing or refinancing of certain costs of planning, permitting, acquiring, constructing, improving, furnishing, and equipping cultural facilities for Goodwill located at (i) 2411 Lake Austin Boulevard, Austin, Texas 78703, (ii) 916 West University Avenue, Georgetown, Texas 78626, (iii) 677 University Boulevard, Round Rock, Texas 78665, (iv) 560 Highway 79 West, Building B, Hutto, Texas 78634, (v) 9111 South 1st Street, Austin, Texas 78744, (vi) 1901 RR 620 South, Lakeway, Texas 78734, (vii) 1701 FM 685, Pflugerville, Texas 78660, (viii) 7817 Clock Tower Drive, Austin, Texas 78752, (ix) 107 Childers Drive, Bastrop, Texas 78602, (x) 9801 Brodie Lane, Austin, Texas 78748, (xi) 1015 Norwood Park Boulevard, Austin, Texas 78753, and (xii) 6505 Burleson Road, Austin, Texas 78744 (collectively, the "Real Property Improvements");
- (2) financing certain costs of acquiring, improving and implementing Goodwill's point of sale, hardware, software and other technology systems used at its cultural facilities (together with the Real Property Improvements, the "Project"); and
- (3) paying the costs of issuing the Note.

The Project will be owned and operated by Goodwill and used in an integrated operation of Goodwill. The Note is not payable out of taxes and is secured by and payable solely from funds to be provided by Goodwill.

All interested parties are invited to telephonically attend such joint public hearing to express their views with respect to the Note and the Project. Questions or requests for additional information may be directed to Kevin Twining, Locke Lord LLP, 2200 Ross Avenue, Suite 2800, Dallas, TX 75201 (telephone: 214-740-8688). Any interested persons unable to attend or participate in the joint public hearing may submit their views in writing to Kevin Twining before the date scheduled for the joint public hearing.

This notice is being posted and the joint public hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Note.

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, upon oath said:

- That this affiant is a duly authorized representative of the Austin American Statesman.
- That attached hereto is a true, full, and correct "NOTICE OF JOINT PUBLIC
 HEARING" as same was published in the Austin American Statesman in Bastrop,
 Travis and Williamson Counties on November_____, 2021

_	
SUBSCRIBED AND SWORN TO BE	EFORE ME on theth day of, 2021.
	Notary Public

NOTICE OF JOINT PUBLIC HEARING

[Copy of Published Notice Attached Hereto]

Statesman

Our Call Center is available Monday-Friday, 8 a.m. - 5 p.m. at 512-445-4000 or email placeadhelp@statesman.com.

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NOTICE OF JOINT PUBLIC HEARING GREATER TEXAS CULTURAL EDUCATION FACILITIES FINANCE CORPORATION TAX-EXEMPT MASTER INDENTURE NOTE (GOODWILL INDUSTRIES OF CENTRAL TEXAS) SERIES 2021A Notice is hereby given of a telephonic joint public hearing to be held in Bastrop, Travis and Williamson Counties, Texas by the Greater Texas Cultural Education Facilities Finance Corporation ("Issuer") and Goodwill Industries of Central Texas, a Texas nonprofit corporation, and Goodwill Temporary Services, Inc., a Texas nonprofit corporation (collectively, "Goodwill"), on November 16, 2021 at 9:00 a.m. Interested parties may join the joint public hearing on the date and the time indicated above by dialing 1-866 512-4865 (US Toll Free) and, when prompted, entering the participant passcode 646782#. The joint public hearing is regarding a plan of financing for the issuance of a Tax-Exempt Master Indenture Note (the "Note") to be issued by Issuer in an aggregate principal amount not to exceed \$45,000,000 to be issued as a qualified 501(c)(3) bond under Section 145 of the Internal Revenue Code of 1986, as amended (the "Code"). The proceeds of the Note will be loaned by Issuer to Goodwill for the following purposes: (1) financing or refinancing of certain costs of planning, permitting, acquiring, constructing, improving, furnishing, and equipping cultural facilities for Goodwill located at (i) 2411 Lake Austin Boulevard, Austin, Texas 78703, (ii) 916 West University Avenue, Georgetown, Texas 78626, (iii) 677 University Boulevard, Round Rock, Texas 78665, (iv) 560 Highway 79 West, Building B, Hutto, Texas 78634, (v) 9111 South 1st Street, Austin, Texas 78744, (vi) 1901 RR 620 South, Lakeway, Texas 78734, (vii) 1701 FM 685, Pflugerville, Texas 78660, (viii) 7817 Clock Tower Drive, Austin, Texas 78752, (ix) 107 Childers Drive, Bastrop, Texas 78602, (x) 9801 Brodie Lane, Austin, Texas 78748, (xi) 1015 Norwood Park Boulevard, Austin, Texas 78753, and (xii) 6505 Burleson Road, Austin, Texas 78744 (collectively, the "Real Property Improvements"); (2) financing certain costs of acquiring, improving and implementing Goodwill's point of sale, hardware, software and other technology systems used at its cultural facilities (together with the Real Property Improvements, the "Project"); and (3) paying the costs of issuing the Note. The Project will be owned and operated by Goodwill and used in an integrated operation of Goodwill. The Note is not payable out of taxes and is secured by and payable solely from funds to be provided by Goodwill. All interested parties are invited to telephonically attend such joint public hearing to express their views with respect to the Note and the Project. Questions or requests for additional information may be directed to Kevin Twining, Locke Lord LLP, 2200 Ross Avenue, Suite 2800, Dallas, TX 75201 (telephone: 214-740-8688), Any interested persons unable to attend or participate in the joint public hearing may submit their views in writing to Kevin Twining before the date scheduled for the joint public hearing. This notice is being posted and the joint public hearing is to be held in satisfaction of the requirements of Section 147(f) of the Code regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Note. 11/8/21

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING $\underline{\text{NONE}}$

Name of Attendee	Comment
1	
2	
3	

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

Termination Notice - Stanard & Associates, Inc.

Submitted For: Mike Gleason Submitted By: Julie Kraft, Sheriff

Department: Sheriff **Agenda Category:** Consent

Information

9.

Agenda Item

Discuss, consider and take any appropriate action regarding termination of Professional Service Agreement for Physical Fitness Testing for the Williamson County Sheriff's Office with Stanard & Associates, Inc. and authorize county judge to sign the letter proving 30-day notice of termination.

Background

The contract with Stanard & Associates, Inc. to provide Physical Fitness Testing for the Williamson County Sheriff's Office is recommended for non-renewal/ termination by the Sheriff's Office for Convenience.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract Termination - Stanard & Associates, Inc.

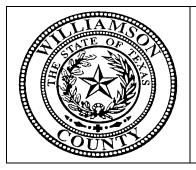
Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/09/2021 08:40 AM

Form Started By: Julie Kraft Started On: 11/09/2021 07:52 AM

Final Approval Date: 11/09/2021



OFFICE OF WILLIAMSON COUNTY JUDGE

710 Main Street, Suite 200 GEORGETOWN, TEXAS 78626 (512) 943-1550 Phone♦ (512) 943-1662 Fax

November 16, 2021

Stanard & Associates, Inc. 309 W. Washington St., Ste. 1000 Chicago, IL 60606

In re:

Notice of New Sheriff's Office Administration and Contract Non-Renewal/Termination with Williamson County, Texas (Your Invoice #SA000048719)

To Whom It May Concern:

Please be aware that a new sheriff was elected in Williamson County, Texas and the new administration began on January 1, 2021. The prior administration had a contract with your company for Physical Fitness Testing.

The new sheriff has not renewed this agreement and does not intend to do so. Pursuant to Paragraph XI, the agreement may be terminated for convenience at any time and states as follows:

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.

Please note that Texas law mandates proper approvals where tax funds are involved. It should also be noted that vendor agreements may be revisited as a matter of public policy by future administrations regardless of what was agreed to in the past. In other words, public policy prohibits "long term" contracts without an out clause in that such agreements unconstitutionally "bind future administrations"—Op. Tex. Att'y Gen. JM-908 (1988) (stating in relevant part that "[i]n the exercise

of its governmental or legislative powers, a board or governing body ... cannot enter into a contract extending beyond its own term").

Therefore, the purpose of this letter is to give you official notice that Williamson County will not renew this agreement, and this contract will expire effective at the end of business on December 15, 2021. Please update your records accordingly.

Thank you for your prompt attention and assistance in this regard.

Sincerely,

Hon. Bill Gravell
Williamson County Judge

cc: Williamson County Auditor's Office Williamson County Sheriff's Office

BG/me

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

Data Cabling by Links Communications for the Liberty Hill Community Supervision &

Corrections Division Modular Building

Submitted For: Joy Simonton Submitted By: Mary Watson, Purchasing

10.

Department: Purchasing **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying an Agreement between Williamson County and Links Communications, Inc. for the Installation of new data outlets and cables in the Liberty Hill Community Supervision & Corrections Division Modular Building, in the amount of \$11,879.00; 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. This agreement was executed ahead of court approval due to being time critical.

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 Agreement is for the installation of necessary data outlets and cables in the modular building.

CARES Act funds shall be used for this project. The department point of contact is Chris Ball. The budgeted, not-to-exceed amount is \$ \$11,879.00.

Fiscal Impact					
From/To	Acct No.	Description	Amount		
Attachments					

Addendum and quote

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 11/04/2021 08:54 AM County Judge Exec Asst. Becky Pruitt 11/04/2021 08:57 AM

Form Started By: Mary Watson Started On: 11/01/2021 11:32 AM

Final Approval Date: 11/04/2021

8

SERVICES CONTRACT FOR DATA OUTLETS AND CABLE INSTALLATION AND RELATED WORK

(Modular Building Liberty Hill) (Links Communications, Inc.)

THIS SERVICES CONTRACT (hereinafter "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 Links Communications, Inc., (hereinafter "Service Provider"). 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.

<u>Services</u>: 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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Statement of Work, dated October 19, 2021, which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and will expire upon the completion of the services or when terminated pursuant to paragraph X. below.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The not-to-exceed amount under this agreement is \$11,879.00 for related goods and services. The not-to-exceed amount may only be revised by an addendum or change order and must be 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.

IV.

<u>Insurance</u>: 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 Bodily Injury by Disease Bodily Injury by Disease \$500,000 Ea. Accident \$500,000 Ea. Employee \$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 PERSONPER OCCURRENCE

Comprehensive

General Liability

\$1,000,000

\$1,000,000

(including premises, completed operations and contractual)

Aggregate policy limits:

\$2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE

PER PERSONPER 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

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V

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, dated <u>October 19, 2021</u>, which is incorporated herein as if copied in full; and
- B. Any required insurance certificates.

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.

VI.

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.

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.

<u>No Waiver of Sovereign Immunity or Powers</u>: Nothing in this Contract 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.

IX.

<u>Compliance with All Laws</u>: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

X.

Termination: This Contract 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.

XI.

<u>Venue and Applicable Law</u>: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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.

XIV.

<u>Confidentiality</u>: 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.

XV.

Good Faith: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	SERVICE PROVIDER:
Authorized Signature	Authorized Signature
Printed Name	Printed Name VP
Date:, 20	Date:

Exhibit:

Statement of Work, dated October 19, 2021 and incorporated herein as if copied in full



40225 Industrial Park Circle, Suite 104 Georgetown, Texas 78626

Phone: 512-930-5580 rlomax@linkscommunications.com

10-19-2021

Williamson county ITS Inner loop Georgetown TX

Modular Building Liberty Hill

Install 39 new data outlets with 2 cat6 plenum cables each per plan
Install 2 cat6 plenum cables for Wi-Fi
Install new rack and patch panels
Cables will be installed above ceiling and in existing conduits
Label and test cables

\$11879.00

Commissioners Court - Regular Session

Meeting Date: 11/16/2021 CAPCOG ILA for GIS Data 2021

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Consent

Information

11.

Agenda Item

Discuss, consider, and take appropriate action on the Interlocal Agreement for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments.

Background

This is the annual contract between Williamson County and CAPCOG (CAECD) for the delivery of 9-1-1 Geographic Information Systems Data. It is the County's funding for 9-1-1 Database and Addressing Programs in the Technology Services Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GIS Contract FY22

Attachment A

Attachment B

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/09/2021 04:23 PM

Form Started By: Richard Semple Started On: 11/09/2021 03:31 PM

Final Approval Date: 11/09/2021

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management

1. Parties and Purpose

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.
- 1.2. Williamson County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.
- 1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.
- 1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

3. Cooperative Purchasing

- 3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.
- 3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

- 4. Effective Date and Term of Contract
 - 4.1. This contract takes effect January 1, 2022, and terminates on September 30, 2022, unless terminated earlier under Section 10.
- 5. Contract Price and Payment Terms
 - 5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed \$419,672.60.
 - 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

January 1, 2022 – March 31, 2022: \$139,890.87, invoice due by close of business, Wednesday, April 7, 2022;

April 1, 2022 – June 30, 2022: \$139,890.87, invoice due by close of business, Thursday, July 8, 2021; and

July 1, 2022 – September 30, 2022: \$139,890.86, invoice due by close of business, Thursday, October 7, 2021.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

- 5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not meet performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.
- 5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter.
- 5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.
- 6. Compliance with Applicable Law and Policy
 - 6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.
- 7. Independent Contractor, Assignment, and Subcontracting
 - 7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG, but furnishes goods and services under this ILA solely as an independent contractor.
 - 7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.

- 7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.
- 7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

- 8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.
- 8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.
- 8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.
- 8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

- 10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.
- 10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipate of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.
- 10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

- 11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.
- 11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single

- mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.
- 11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.
- 11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.
- 12. Notice to Parties and Project Representatives
 - 12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.
 - 12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director
 - 12.3. PUBLIC AGENCY's address is: 301 SE Inner Loop, Suite 107, Georgetown TX 78526.
 - 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
 - 12.5. Susan Cooper, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is scooper@capcog.org.
 - 12.6. George Strebel is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or his designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 943-1474, and his e-mail is gstrebel@wilco.org.

13. Miscellaneous

- 13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended
- 13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.
- 13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.
- 13.5. This contract is executed in duplicate originals.

Williamson County	CAPITAL AREA COUNCIL OF GOVERNMENTS
By: Name: Title	By: Betty Voights Executive Director
Date:	Date:
Date of County Governing Body Approval:	

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

- 1. Calls and texts must be routed to the correct public safety answering point (PSAP);
- 2. The correct emergency service provider must be dispatched to the appropriate location; and
- 3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

- 1. <u>9-1-1 GIS Database</u>: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zone (ESZ) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's provisioning boundary
- <u>Data Layer</u>: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
- 3. <u>Address Points (SSAPs)</u>: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.
- 4. Road (Street) Centerlines (RCLs): A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
- 5. <u>City Limit (Municipal) Boundary</u>: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
- 6. <u>Automatic Location Information (ALI) Database</u>: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
- 7. <u>Legacy Master Street Address Guide (MSAG) Database:</u> A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.

Specialized NG9-1-1 GIS terminology:

Provisioning Boundary: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

The provisioning boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a provisioning boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

- 2. <u>PSAP boundary</u>: The authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
- 3. <u>Emergency Service Boundary (ESB)</u>: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
- 4. <u>Emergency Service Zone (ESZ)</u>: A polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
- 5. <u>Database Schema</u>: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
- 6. **Geo-MSAG**: A geospatially-based database that replaces the MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
- 7. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

- Enterprise Geospatial Data Management System (EGDMS): A cloud-based quality control
 platform provided by AT&T/Intrado used for identifying critical errors that affect call and
 dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable)
 data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors
 that affect dispatch.
- 2. <u>DataHub</u>: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
- 3. <u>New Error</u>: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
- 4. <u>Legacy Error</u>: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.

- Accuracy Rate: The percentage of features that have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
- 6. **Error Rate**: The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
- 7. <u>Critical Error</u>: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
- 8. <u>Significant Error</u>: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
- 9. Other Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

- 1. Street Addresses
- 2. Roads
- 3. City limit boundaries
- 4. Law ESB*
- 5. Fire ESB*
- 6. Emergency Medical Service ESB*
- 7. ESZs*
- 8. Other pertinent information

Data submitted by PUBLIC AGENCY must adhere to requirements laid out in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any subcontracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

^{*}Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Task 1C: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its provisioning boundary.

Task 1D: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. PUBLIC AGENCY is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.¹ . PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month. This will be provided in ESRI File geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1st business day of each month or up to five business days prior to the 1st business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and

¹ Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

"significant" errors. This quality control system requires the 9-1-1 GIS database to match the standardized database schema (data model) for this system through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

Task 2.C: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers.

Task 2.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 2.E: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's provisioning boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 3: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's comprehensive performance reports and should be noted and explained in quarterly reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report that contains all of the following information related to activities that occurred in the quarter:

 For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's provisioning boundary, PUBLIC AGENCY shall provide a summary of actions taken

- each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database each month of the quarter.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
 - Late or incomplete data submissions;
 - Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
 - Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 2) and to EGDMS for and call-routing updates (Task 3):

- January 2022:
 - o Submission window: December 22, 2021 January 3, 2022
 - o Error correction window for PSAP map updates: January 4, 2022 January 7, 2022
 - CAPCOG pushes out PSAP map update: January 11, 2022
- February 2022:
 - Submission window: January 25, 2022 February 1, 2022
 - o Error correction window for PSAP map updates: February 2, 2022 February 7, 2022
 - CAPCOG pushes out PSAP map update: February 9, 2022
- March 2022:
 - O Submission window: February 22, 2022 March 1, 2022
 - o Error correction window for PSAP map updates: March 2, 2022 March 7, 2022
 - CAPCOG pushes out PSAP map update: March 9, 2022
- April 2022:
 - Submission window: March 25, 2022 April 1, 2022
 - o Error correction window for PSAP map updates: April 2, 2022 April 7, 2022
 - CAPCOG pushes out PSAP map update: April 11, 2022
- May 2022:
 - O Submission window: April 25, 2022 May 2, 2022

- o Error correction window for PSAP map updates: May 3, 2022 May 6, 2022
- o CAPCOG pushes out PSAP map update: May 10, 2022

• June 2022:

- Submission window: May 24, 2022 June 1, 2022
- o Error correction window for PSAP map updates: June 2, 2022 June 7, 2022
- CAPCOG pushes out PSAP map update: June 9, 2022

• July 2022:

- O Submission window: June 24, 2022 July 1, 2022
- o Error correction window for PSAP map updates: July 2, 2022 July 8, 2022
- CAPCOG pushes out PSAP map update: July 12, 2022

• August 2022:

- Submission window: July 25, 2022 August 1, 2022
- Error correction window for PSAP map updates: August 2, 2022 August 5, 2022
- o CAPCOG pushes out PSAP map update: August 9, 2022

• September 2022:

- o Submission window: August 25, 2022 September 1, 2022
- Error correction window for PSAP map updates: September 2, 2022 September 8,
 2022
- CAPCOG pushes out PSAP map update: September 12, 2022

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month's data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in Task 1B, PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination.

PUBLIC AGENCY responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted are found to have errors.. Regardless of any such changes made by local governments within their provisioning boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as Mandatory and Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- Mandatory (M) signifies an attribute value must exist
- Conditional (C) signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric)
- Optional (O) signifies an attribute value may or may not be included in the data field

In the GIS data tables below, the **TYPE** column indicates the data type used for the data field.

- **TEXT** string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9
- **DATE** Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM- DD HH·MM·SS
- **DOUBLE** double precision floating point numeric values with decimals
- LONG whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the WIDTH column indicates the number of allowable characters within each field.

2 Road Centerlines (RCL)

This line data represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

The performance standard for the Road Centerlines feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

2.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "DRVW" entered in the 'street name (ST_NAME)' field and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes.

2.2 Database Format

The following table details the data format requirements for the RCL database.

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75 The name of the regional 911 authority <i>CAPCOG</i> will populate	
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	0	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	0	LONG	DEFAULT	Unique segment ID CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	М	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	М	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	М	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	М	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	М	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	М	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	С	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES	
R_MUNI_DIV	С	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"	
L NBRHOOD	0	TEXT	100	Name of neighborhood or subdivision on Left	
R NBRHOOD	0	TEXT	100	Name of neighborhood or subdivision on Right	
L_RNG_PRE	С	TEXT	15 Part of an address preceding the numeric ac		
R_RNG_PRE	С	TEXT	15	Part of an address preceding the numeric address on Right	
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node	
LT_ADDR	М	LONG	DEFAULT	Left address number at the TO node	
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node	
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node	
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)	
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)	
L_POST_COM	С	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left	
R_POST_COM	С	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right	
L_ZIP	С	TEXT	5	5-digit numeric postal code area on Left	
R_ZIP	С	TEXT	5	5-digit numeric postal code area on Right	
L_ESN	М	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros	
R_ESN	М	TEXT	5	Emergency Service Number as identified by ESN on Right. Must bePreceded by zeros if less than 5 digits, i.e. "00088" for ESN 88	
L_MSAG	М	TEXT	30	Valid service community as identified by MSAG on Left	
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right	
PRE_MOD	0	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e.Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass	
PRE_DIR	С	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW	
PRE_TYPE	С	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare	
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority	
ST_TYPE	С	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28	

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	С	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	С	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE and POST_DIR with no trailing or leading spaces
ST_ALIAS	С	TEXT	125	Entire alias street name assigned to street segment
ONE_WAY	0	TEXT	2	B, FT, TF for Both, FROM node to TO node, TO node to FROM node
SP_LIMIT	0	LONG	DEFAULT	Posted speed limit in MPH
CLASS	М	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	0	TEXT	15	See valid Road Class Types below
NOTES	0	TEXT	75	Additional information

2.3 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "Class" field in the RCL Database:

- IH Interstate
- US US highways SH State highways
- FM Farm to Market, Ranch Road, Ranch to Market
- LS City Street, County Road, Park Road, Recreational, Frontage RoadAC Access Road, Crossover
- PVT- Private RoadTR Toll Road
- RAMP- On-ramp, Off-ramp
- DW Driveways

2.4 Road Class I Types

The following list of codes are used in the "RDCLS_TYP" field in the RCL Database:

- Primary Secondary
- Local (City, Neighborhood, or Rural Road)Ramp
- Service (usually along a limited access highway) Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk)Alley
- Private (service vehicles, logging, oil fields, ranches, etc.)Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

3.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery,

georeferencedsurvey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or otherauthoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their truelocation or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

3.2 Database Format

The following table details the data format requirements for the SSAP database.

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES	
SOURCE	М	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON	
PROVIDER	М	TEXT	75	The name of the regional 911 authority CAPCOG will populate	
LAST_MOD	М	DATE	26	Date of last update using ISO 8601 format	
EFF_DATE	0	DATE	26	Date the new record information goes into effect in ISO 8601 format	
SITE_ID	0	LONG	DEFAULT	Unique site ID CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field	
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us	
COUNTRY	М	TEXT	2	Country name represented by two capital letters	
STATE	М	TEXT	2	State name by two letters defined by USPS publication 28	
COUNTY	М	TEXT	40	County name or equivalent fully spelled out	
MUNICIPAL	М	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"	
MUNI_DIV	С	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"	
NBRHOOD	С	TEXT	100	Name of neighborhood or subdivision where the address is located	
ADDNUM_PR E	0	TEXT	15	Part of an address leading the numeric address	
ADDR_NUM	М	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare	
ADDNUM_SU F	С	TEXT	15	Part of an address following the address number i.e. ½, B	
PRE_MOD	0	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR i.e.Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass	

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES	
PRE_DIR	С	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW	
PRE_TYPE	0	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare	
ST_NAME	М	TEXT	60	Legal street name as assigned by local addressing authority	
ST_TYPE	С	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28	
POST_DIR	С	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW	
POST_MOD	0	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME	
FULL_NAME	М	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME	
ST_ALIAS	С	TEXT	125	Entire alias street name assigned to related street segment	
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra, leading and trailing spaces	
ESN	М	TEXT	5	Emergency Service Number associated with the address and community namePreceded by '0' if digits are less than 5	
MSAG_COM	М	TEXT	30	Valid service community associated with the location of the address	
POSTAL_COM	М	TEXT	40	City name for the ZIP of an address, as given in the USPS	
ZIP	С	TEXT	5	5-digit numeric postal code area	
ZIP4	0	TEXT	4	ZIP plus 4 code without the dash	
BLDG	0	TEXT	75	One among a group of buildings that have the same address	
FLOOR	0	TEXT	75	A floor, story or level within a building	
UNIT	0	TEXT	75	A suite or group of rooms within a building that share the same entrance	
ROOM	0	TEXT	75	A single room within a building	
SEAT	0	TEXT	75	A place where a person sits within a building i.e. cubicle	
LANDMARK	0	TEXT	150	The name by which a prominent feature is publicly known or Vanity address	

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
MILEPOST	С	LONG	DEFAULT	A posted numeric measurement from a given beginning point
SITE_TYPE	С	TEXT	50	Type of feature identified by the address i.e. residential, office, store, school
POINT_X	0	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326
POINT_Y	0	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	0	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	0	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

This polygon data consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.

4.2 Database Format

The following table details the data format requirements for the ESZ database.

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	М	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	М	TEXT	75	The name of the regional 911 authority CAPCOG will populate
LAST_MOD	М	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES	
EFF_DATE	0	DATE	26	Date the new record information goes into effect in ISO	
				8601 format	
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - CAPCOG will	
				populate	
LAW	M	TEXT	60	Name of law service provider	
FIRE	М	TEXT	60	Name of fire service provider	
MEDICAL	М	TEXT	60	Name of medical service provider	
COUNTRY	М	TEXT	2	Country name represented by two capital letters	
STATE	М	TEXT	2	State name by two letters defined by USPS publication 28	
COUNTY	М	TEXT	40	County name fully spelled out	
URI	М	TEXT	254	URN/URL for routing. Example:	
				sip:sos@ausxtxem1.travis.tx.us	
URN	М	TEXT	50	The URN for the Emergency Service or other Well-Known	
				Service (Example: "urn:service:sos" for a PSAP or	
				"urn:service:sos.ambulance" for an ambulance service)	
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number	
				of digits < 5	
TANDEM	M	TEXT	3	911 Selected Router Code	
TANDEM2	С	TEXT	3	911 Selected Router Code	
ESSID	М	TEXT	2	Unique tandem routing code CAPCOG will populate	
ESNGUID	М	TEXT	8	Concatenation of ESN and ESSID separated by a single	
				forwardslash "/" CAPCOG will concatenate	
AVCARDURI	С	TEXT	254	URI for the vCARD of contact information	

5 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors. Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred

to as "topology", and especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one <u>multipart</u> polygon

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries MAY include, but are not limited to:

- · Poison Control;
- Forest Service; and
- Animal Control.

5.2 Database Format

The following table details the data format requirements for the ESB database.

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES	
DISCRPAGID	М	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET	
DATEUPDATE	М	DATE	26	Date of last update using ISO 8601 format	
EXPIRE	0	TEXT	26	Unique tandem routing code CAPCOG will populate	
EFFECTIVE	0	TEXT	26	The date and time when the information in the record is no longer considered valid.	
ES_NGUID	М	TEXT	254	Globally unique ID for each emergency service boundary polygon – Ex. 210EMS@blanco.co.tx.us	
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28	
AGENCYID	М	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov	
SERVICEURI	М	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us	
SERVICEURN	М	TEXT	50	The URN for the Emergency Service or other Well- Known Service*	
SERVICENUM	М	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. <i>Ex:</i> 911	
AVCARDURI	С	TEXT	254	URI for the vCARD of contact information	
DISPLAYNAME	М	TEXT	60	Name of the service provider that offers services within the area of an Emergency Service Boundary	

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Municipal Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

6.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

6.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	М	TEXT	75	Agency that last updated the record, i.e.
				CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG</i> will populate
LAST_MOD	М	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	0	DATE	26	Date the new record information goes into
				effect in ISO 8601format
POLY_ID	0	LONG	DEFAULT	Numeric Polygon ID CAPCOG will populate prior
				to uploading to PSAP. May also serve as a
				placeholder field to populate MUNIUNQID field
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality Ex.
				9847INCM@austintexas.gov
COUNTRY	М	TEXT	2	Country name represented by two capital letters
STATE	М	TEXT	2	State Name (eg: TX)
COUNTY	М	TEXT	40	County name fully spelled out
MUNI_NM	М	TEXT	100	Name of municipality i.e. "AUSTIN"

7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker's map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction's ALI database should match to both a road centerline feature and address point feature.

7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1. ALI Database Format

FIELD NAME	CORRESPONDING RCL OR AP FIELD
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

Copier Lease Agreement through Sharp Electronics Corps for Emergency Services

Submitted For: Joy Simonton Submitted By: Andrew Portillo,

Purchasing

12.

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 Emergency Services, in the amount of \$189.37 per month for 48-months pursuant to DIR Contract #DIR-CPO-4433 lease and execution of the agreement.

Background

Approval of these leases will support the operations of Williamson County Emergency Services Department. New lease term is 48-month effective 1/1/2022 which includes 4,000 copies/prints per month overages @ \$0.0070 each and all color copies @\$0.050. Department point of contract is Damaris Morales. The expenditure will be charged to 01.0100.0451.004621.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DIR Contract

quote

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 11/10/2021 09:41 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 10:33 AM

Form Started By: Andrew Portillo Started On: 11/08/2021 11:49 AM

Final Approval Date: 11/10/2021

Vendor Contract No.	•
vendor Contract No.	

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

Vendor Contract No.

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.

Vendor	Contract No.	

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.

Vendor Contract No.	
VCIIAOI COIILIACE NO.	

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.

Vendor Contract No
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.
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)

8.

	vendor Contract No
This Contract is executed to be effective as of the da	ite of last signature.
Sharp Electronics Corporation	
Authorized By: Signature on File	
Name: _Mike Marusic	
Title: President	
Date: <u>08/02/2019</u>	
The State of Texas, acting by and through the Depa	rtment 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, I	8&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 30 PPM B&W Workgroup Document System	MX-M3051	73.21%
Volume Band M1 Volume Band M2	Sharp Black & White MFD Sharp Black & White MFD	35 PPM B&W Workgroup Document System	MX-M3071 MX-M3551	73.29% 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% 74.28%
Volume Band C1	Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System	MX-3051	74.86%
Volume Band C1 Volume Band C2	Sharp Color MFD Sharp Color MFD	30 PPM B&W / 30 PPM Full-Color Workgroup Document System 35 PPM B&W / 35 PPM Full-Color Workgroup Document System	MX-3071 MX-3551	74.86%
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	MX-C407F	70.05%
Non- MFD	Sharp Color Printer	Copy/Print/Scan/Fax 40 PPM Desktop Color Printer	MX-C407P	69.04%
		50 PPM Desktop Color Multi-Function Document System DSPF		
Volume Band C2	Sharp Color MFD	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 Other		Business Card Feeder Paper Cart	MX-BTX1 MX-CA10	58.73% 60.79%
Other		2 Tray Inserter Unit	MX-CF11	58.99%
		Plockmatic Cover Feeder	MX-CF50	52.22%
Other		500 Sheet Paper Feed Unit	MX-CS11	63.79%
				03.1370
Paper Drawer				55 33%
Other Paper Drawer Paper Drawer Paper Drawer		600 sheet paper feeder	MX-CS14N	55.33% 66.69%
Paper Drawer				55.33% 66.69% 69.34%

Damas Drawas	EEO : 2100 Chaat Tandom Danay Draway	MAY DESON	64.630/
Paper Drawer Paper Drawer	550+2100 Sheet Tandem Paper Drawer 1 x 550-sheet Paper Drawer	MX-DE28N MX-DE29N	64.62% 66.69%
Stand	Base Plate	MX-DE29N MX-DS13	54.09%
	Stackable Cabinet		51.79%
Stand		MX-DS14	
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%
,	,	MX-FWX1L	62.91%
Fax	Internet Fax Kit		
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%
Othor	32-Hole WireBind Die Set	MX-GBC32	52.17%
Other			
Other Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other	32-Hole ProClick Die Set	MX-GBC32PRO	52.17%
Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC32PRO MX-GBC44 MX-GBC51	52.17% 52.17% 52.80%
Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52	52.17% 52.17% 52.80% 52.77%
Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter)	MX-GBC32PRO MX-GBC44 MX-GBC51	52.17% 52.17% 52.80%
Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52	52.17% 52.17% 52.80% 52.77%
Other Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53	52.17% 52.17% 52.80% 52.77% 52.26%
Other Other Other Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53	52.17% 52.17% 52.80% 52.77% 52.26% 50.79%
Other Other Other Other Other Other Large Capacity Paper Drawer	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20%
Other Other Other Other Other Under Other Other Other Other Large Capacity Paper Drawer Large Capacity Paper Drawer	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-LC12 MX-LC12	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40%
Other Other Other Other Other Other Under Other Other Other Large Capacity Paper Drawer	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC13N MX-LC17N MX-LC18	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80%
Other Other Other Other Other Other Other Large Capacity Paper Drawer	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18")	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19	52.17% 52.17% 52.80% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98%
Other Other Other Other Other Other Other Other Large Capacity Paper Drawer	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000 Sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC19	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98%
Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000 Sheet Large Capacity Tray 3,000-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LC19 MX-LC3N MX-LC19	52.17% 52.17% 52.80% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30%
Other Other Other Other Other Other Other Under Other Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC Sarbel DuraGlide Heavy Duty Die Set (round / letter) GBC Sarbel Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,000-sheet Large Capacity Tray 3,000-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LC19 MX-LC3N MX-LC10 MX-LC110 MX-MF10	52.17% 52.17% 52.80% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 65.88% 66.98% 60.30% 82.11%
Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC Sarhole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GCX2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LC19 MX-LC3N MX-LC100 MX-LC3N MX-LC100 MX-LC3N MX-LC110 MX-MF10 MX-MF10	52.17% 52.17% 52.80% 52.26% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 58.61%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 43-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC52 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC19 MX-LC3N MX-LC19 MX-LC3N MX-LT10 MX-MF10 MX-MFX1	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Other Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTIM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-LC12 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC19 MX-LC3N MX-LC10 MX-MF10 MX-MF11 MX-MFX1 MX-PCB50	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 53.35%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Other Other Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,000-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC12 MX-LC17N MX-LC17N MX-LC19 MX-LC3N MX-LC19 MX-LC3N MX-LT10 MX-MF10 MX-MF11 MX-MFX1 MX-PCB50 MX-PE11	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 58.335% 56.09%
Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Capacity Paper Drawer Large Capacity Paper Drawer Other Other Other Other Other Other Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC Sarbel Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LC19 MX-LC3N MX-LC19 MX-LC3N MX-LC10 MX-MF10 MX-MF11 MX-MFX1 MX-PE11 MX-PE12	52.17% 52.17% 52.80% 52.80% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 58.61% 82.11% 58.61% 82.11% 58.65% 56.09% 56.09%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) Ietter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LC19 MX-LC19 MX-LC10 MX-MF11 MX-MF11 MX-MF21 MX-PCB50 MX-PE11 MX-PE12 MX-PE13	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTIM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server Embedded Fiery Color Print Server	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-LC12 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC19 MX-HC10 MX-MF10 MX-MF10 MX-MF11 MX-PCB50 MX-PE11 MX-PE12 MX-PE13 MX-PE14	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,000-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server Fiery Print Server External Fiery Color Print Server Embedded Fiery Color Print Server Embedded Fiery Color Print Server EFI Auto Trapping	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC19 MX-MF10 MX-MF10 MX-MF11 MX-MFX1 MX-PE850 MX-PE11 MX-PE12 MX-PE13 MX-PE14 MX-PEAT12	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 66.88% 60.30% 82.11% 58.61% 82.11% 58.61% 82.11% 58.63% 56.09% 56.14% 64.49% 63.28% 51.52%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Large Capacity Paper Drawer Under Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC Sarbeit Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Flockmatic Interface Kit Fiery Print Server External Fiery Color Print Server Embedded Fiery Color Print Server EFI Auto Trapping Fiery Central	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC19 MX-MF10 MX-MF11 MX-MF11 MX-MF21 MX-PE12 MX-PE13 MX-PE14 MX-PE14 MX-PECE1	52.17% 52.17% 52.80% 52.80% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 65.88% 60.30% 82.11% 58.61% 82.11% 58.61% 82.11% 58.61% 62.40% 64.49% 63.28% 55.152% 53.18%
Other Other Other Other Other Other Other Other Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) Ietter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTIM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server Embedded Fiery Color Print Server	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC19 MX-MF10 MX-MF10 MX-MF11 MX-MFX1 MX-PE850 MX-PE11 MX-PE12 MX-PE13 MX-PE14 MX-PEAT12	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 66.88% 60.30% 82.11% 58.61% 82.11% 58.61% 82.11% 58.63% 56.09% 56.14% 64.49% 63.28% 51.52%
Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,000-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server Fiery Print Server External Fiery Color Print Server Embedde Fiery Color Print Server Embedde Fiery Color Print Server Fiery Central Fiery Central Fiery Central Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC17N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-MF10 MX-MF10 MX-MF10 MX-MF11 MX-PE12 MX-PE13 MX-PE14 MX-PE411 MX-PE651 MX-PEC61 MX-PEC6H MX-PECEM MX-PECEM	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.18% 53.46% 53.49%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 39-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC Sarbole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server External Fiery Color Print Server Embedded Fiery Color Print Server Embedded Fiery Color Print Server Emice Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite Fiery Color Profiler Suite	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LT10 MX-MF10 MX-MF11 MX-MF11 MX-MF21 MX-PE11 MX-PE12 MX-PE13 MX-PE14 MX-PE44 MX-PECE1 MX-PECEN MX-PECPM	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 65.80% 56.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.18% 53.46% 53.49% 52.73%
Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,000-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server Fiery Print Server External Fiery Color Print Server Embedde Fiery Color Print Server Embedde Fiery Color Print Server Fiery Central Fiery Central Fiery Central Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBCX2 MX-LC12 MX-LC17N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-MF10 MX-MF10 MX-MF10 MX-MF11 MX-PE12 MX-PE13 MX-PE14 MX-PE411 MX-PE651 MX-PEC61 MX-PEC6H MX-PECEM MX-PECEM	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.18% 53.46% 53.49%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 39-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC Sarbole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server External Fiery Color Print Server Embedded Fiery Color Print Server Embedded Fiery Color Print Server Emice Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite Fiery Color Profiler Suite	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LT10 MX-MF10 MX-MF11 MX-MF11 MX-MF21 MX-PE11 MX-PE12 MX-PE13 MX-PE14 MX-PE44 MX-PECE1 MX-PECEN MX-PECPM	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 65.80% 56.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.18% 53.46% 53.49% 52.73%
Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 49-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server Embedded Fiery Color Print Server EFI Auto Trapping Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LT10 MX-MF11 MX-MF11 MX-MF21 MX-PE50 MX-PE11 MX-PE12 MX-PE13 MX-PE14 MX-PE61 MX-PECE1 MX-PECE1 MX-PECE1 MX-PECPM MX-PECPS1 MX-PECPS1	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 66.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.18% 53.46% 53.49% 52.73% 52.94%
Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTIM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Z-Drawer Air Feed Tray 3,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server Fiery Print Server External Fiery Color Print Server Embedded Fiery Color Print Server Embedded Fiery Color Print Server EFI Auto Trapping Fiery Central Fiery Contral 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Impose Software	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-LC12 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-MF10 MX-MF10 MX-MF10 MX-MF11 MX-PE850 MX-PE11 MX-PE12 MX-PE13 MX-PE13 MX-PECE1 MX-PECEM MX-PECPM MX-PECPSP MX-PECC	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 66.98% 60.30% 82.11% 58.61% 82.11% 53.35% 66.09% 56.14% 64.49% 63.28% 55.152% 53.18% 53.46% 53.49% 52.73% 52.94% 55.176% 52.75%
Other Large Capacity Paper Drawer Under Capacity Paper Drawer Under Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC Sarthole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Gmpose Software Fiery Graphic Arts Package, Premium Edition Software	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC18 MX-LC19 MX-LC19 MX-LC10 MX-MF10 MX-MF10 MX-MF11 MX-MF21 MX-PCB50 MX-PE11 MX-PE12 MX-PE14 MX-PE14 MX-PECE1 MX-PECEN MX-PECPS1 MX-PECPS1 MX-PECPS1 MX-PEGAP	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 66.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 53.15% 53.18% 53.46% 53.46% 53.49% 52.73% 52.94% 51.76% 52.75% 53.22%
Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server Embedded Fiery Color Print Server EFI Auto Trapping Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Impose Software Fiery Impose Software Fiery Graphic Arts Package, Premium Edition Software EFI Removable HDD Kit	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LC19 MX-HT10 MX-MF11 MX-MF11 MX-MF21 MX-PE13 MX-PE14 MX-PE14 MX-PE14 MX-PECE1 MX-PECE1 MX-PECPM MX-PECPPP MX-PECPPP MX-PECOAPPIT	52.17% 52.17% 52.80% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 66.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.18% 53.46% 53.49% 52.73% 52.94% 51.76% 52.75% 53.22% 52.51%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTIM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000 sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server Embedded Fiery Color Print Server EFI Auto Trapping Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Impose Software Fier Graphic Arts Package, Premium Edition Software Fier Removable HDD Kit Fiery Removable HDD Kit Fiery Removable HDD Kit	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBC53 MX-LC12 MX-LC12 MX-LC17N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-HC10 MX-MF10 MX-MF10 MX-MF11 MX-MF20 MX-PE11 MX-PE13 MX-PE13 MX-PE14 MX-PECE1 MX-PECEM MX-PECPS1 MX-PECPS1 MX-PECPS1 MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGDT1 MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGDT1 MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGAP MX-PEGDT1 MX-PEGAP MX-PEGAP MX-PEGDT1 MX-PEGAP MX-PEGAP MX-PEGAP MX-PEHDT1 MX-PEHDT1	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 66.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 55.15% 53.46% 53.46% 53.46% 53.49% 55.75% 55.294% 51.76% 52.75% 55.25% 55.28%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 44-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity 2-Drawer Air Feed Tray 3,000 sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server Fiery Print Server External Fiery Color Print Server Embedded Fiery Color Print Server Embedded Fiery Color Print Server EFI Auto Trapping Fiery Central Fiery Contral 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite Fiery Color Profiler Suite Fiery Color Profiler Suite Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Graphic Arts Package, Premium Edition Software EFI Removable HaDD Kit Fiery Removable Hard Disk Drive EFI Hot Folders	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GC2 MX-LC12 MX-LC12 MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC19 MX-MF10 MX-MF10 MX-MF10 MX-MF11 MX-PE12 MX-PE13 MX-PE13 MX-PE14 MX-PECE1 MX-PECEM MX-PECPM MX-PECPSP MX-PECPSP MX-PECC MX-PEIS MX-PEGAP MX-PEGAP MX-PEGAP MX-PEHD11 MX-PEHD13	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 66.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.18% 53.46% 53.49% 52.73% 52.94% 51.76% 52.75% 53.22% 52.51% 552.08% 51.52%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 39-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Profiler Suite Fiery Central Fiery Corbr Profiler Suite Fiery Color Profiler Suite Fiery Color Profiler Suite Fiery Compose Software Fiery Gmpose Software Fiery Gmpose Software Fiery Graphic Arts Package, Premium Edition Software Fiery Graphic Arts Package, Premium Edition Software Fiery Hopose + Fiery Compose Software Fiery Impose + Fiery Compose Software Bundle	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC18 MX-LC19 MX-LC19 MX-LC10 MX-MF10 MX-MF10 MX-MF11 MX-MF21 MX-PE12 MX-PE13 MX-PE14 MX-PE14 MX-PECE1 MX-PECPS1 MX-PECPS1 MX-PECPS1 MX-PEGAP MX-PEHD13 MX-PEHF12 MX-PEIC	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 66.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 53.18% 53.46% 53.46% 53.49% 52.73% 52.94% 51.76% 52.275% 52.275% 52.275% 52.28% 52.88%
Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 43-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server ETH Auto Trapping Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Impose Software Fiery Genphic Arts Package, Premium Edition Software EFI Removable Hard Disk Drive EFI Hot Folders Fiery Removable Hard Disk Drive EFI Hot Folders Fiery Images Fiery Compose Software Bundle Image Viewer (B/W)	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBC53 MX-LC12 MX-LC13 MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LC19 MX-HT10 MX-MF11 MX-MF11 MX-MF20 MX-PE12 MX-PE12 MX-PE14 MX-PE14 MX-PECE1 MX-PECEN MX-PECPP MX-PECPPP MX-PECPPPP MX-PECPPP MX-PECPP MX-PECPP MX-PECPP MX-PECPP MX-PECPP MX-PECPP MX-PECPP MX-PECPP M	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 58.61% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 52.33% 52.94% 51.76% 52.75% 52.28% 52.51% 52.08% 51.52% 52.88% 52.75%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 39-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Profiler Suite Fiery Central Fiery Corbr Profiler Suite Fiery Color Profiler Suite Fiery Color Profiler Suite Fiery Compose Software Fiery Gmpose Software Fiery Gmpose Software Fiery Graphic Arts Package, Premium Edition Software Fiery Graphic Arts Package, Premium Edition Software Fiery Hopose + Fiery Compose Software Fiery Impose + Fiery Compose Software Bundle	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC18 MX-LC19 MX-LC19 MX-LC10 MX-MF10 MX-MF10 MX-MF11 MX-MF21 MX-PE12 MX-PE13 MX-PE14 MX-PE14 MX-PECE1 MX-PECPS1 MX-PECPS1 MX-PECPS1 MX-PEGAP MX-PEHD13 MX-PEHF12 MX-PEIC	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 66.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 55.18% 53.46% 53.38% 53.46% 53.46% 53.46% 53.22% 52.73% 52.24% 52.75% 55.28% 52.88%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 39-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server External Fiery Color Print Server EFI Auto Trapping Fiery Central Fiery Corlor Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Gmpose Fiery Compose Software Fiery Gmpose Fiery Compose Software Fiery Gmpose Fiery Compose Software Fiery Impose + Fiery Compose Software Fiery Impose + Fiery Compose Software Fiery JobFlow Software Fiery JobFlow Software Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC52 MX-LC12 MX-LC13N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LT10 MX-MF10 MX-MF11 MX-MF11 MX-MF21 MX-PE12 MX-PE13 MX-PE14 MX-PE14 MX-PECE1 MX-PECPS1 MX-PELPS1	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 65.80% 56.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 55.152% 53.18% 53.46% 52.75% 52.28% 52.51% 52.08% 55.152% 52.88% 52.75% 53.16% 53.46%
Other Large Capacity Paper Drawer Under Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 49-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server ETH Auto Trapping Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Impose Software Fiery Impose Software Fiery Removable Hard Disk Drive EFI Hot Folders Fiery JobFlow Software Fiery JobPlow Software Fiery JobFlow Software Fiery Impose Software Bundle	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC53 MX-GBC52 MX-LC12 MX-LC13N MX-LC17N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LT10 MX-MF11 MX-MF11 MX-MF21 MX-PE13 MX-PE14 MX-PE14 MX-PE14 MX-PECE1 MX-PECE1 MX-PECPM MX-PECPPP MX-PECPPPP MX-PECPPPP MX-PECPPPP MX-PECPPPP MX-PEPPPPP MX-PEPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPP	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 65.80% 56.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.52% 53.16% 52.75% 53.22% 52.51% 52.08% 52.75% 53.16%
Other Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 39-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 34-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server External Fiery Color Print Server EFI Auto Trapping Fiery Central Fiery Corlor Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Gmpose Fiery Compose Software Fiery Gmpose Fiery Compose Software Fiery Gmpose Fiery Compose Software Fiery Impose + Fiery Compose Software Fiery Impose + Fiery Compose Software Fiery JobFlow Software Fiery JobFlow Software Fiery JobFlow 1-year Software Maintenance and Support Agreement	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC2 MX-LC12 MX-LC13N MX-LC18 MX-LC19 MX-LC19 MX-LC10 MX-MF10 MX-MF10 MX-MF11 MX-MF11 MX-MF21 MX-PE12 MX-PE13 MX-PE14 MX-PECPN MX-PELPN MX-PELPN	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 65.80% 56.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 51.152% 53.18% 53.46% 53.22% 52.75% 53.22% 52.51% 52.28% 51.52% 53.16% 53.46% 53.46% 53.46% 53.46% 53.46%
Other Large Capacity Paper Drawer Large Capacity Paper Drawer Other	32-Hole ProClick Die Set 44-Hole Color Coil Die Set GBC 19-Hole DuraGlide Heavy Duty Plastic Comb Die Set (rectangular / letter) GBC 49-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC 3-Hole DuraGlide Heavy Duty Die Set (round / letter) GBC SmartPunch ProTM 3,500-sheet Large Capacity Cassette 5,000-sheet Large Capacity Cassette 5,000-sheet Large Capacity Tray 3,500-sheet Large Capacity Tray 3,500-sheet Large Capacity Cassette (Letter) 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal, Ledger or 12" x 18") 3,000-sheet Large Capacity Cassette (Letter, Letter-R, Legal or Ledger) Long Paper Tray (For use with Banner Paper) 100 Sheet Multi- Bypass Tray 500 Sheet Multi- Bypass Tray 100 Sheet Multi- Bypass Tray Plockmatic Interface Kit Fiery Print Server External Fiery Color Print Server External Fiery Color Print Server ETH Auto Trapping Fiery Central 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite 1-year Software Maintenance and Support Agreement Fiery Color Profiler Suite + EFI ES-2000 Spectrophotometer Fiery Compose Software Fiery Impose Software Fiery Impose Software Fiery Removable Hard Disk Drive EFI Hot Folders Fiery JobFlow Software Fiery JobPlow Software Fiery JobFlow Software Fiery Impose Software Bundle	MX-GBC32PRO MX-GBC44 MX-GBC51 MX-GBC52 MX-GBC53 MX-GBC52 MX-LC12 MX-LC13N MX-LC17N MX-LC18 MX-LC19 MX-LC3N MX-LT10 MX-MF10 MX-MF11 MX-MF11 MX-MF21 MX-PE12 MX-PE13 MX-PE14 MX-PE14 MX-PECE1 MX-PECPS1 MX-PELPS1	52.17% 52.17% 52.80% 52.77% 52.26% 50.79% 57.20% 60.40% 65.80% 56.98% 66.98% 60.30% 82.11% 53.35% 56.09% 56.14% 64.49% 63.28% 53.18% 53.46% 53.46% 52.75% 52.28% 52.51% 52.08% 55.15% 52.08% 55.15% 52.28% 53.16% 53.46%

Other	Fiery JobMaster 1-year Software Maintenance and Support Agreement	MX-PEJMM	53.50%
	(SMSA) Centralized Workstation wiith 22" monitor, wireless keyboard and		
Other	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 Connectivity	Bar Code Font Kit Post Script Expansion Kit	MX-PF10 MX-PK13L	57.92% 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 Hole Punch	3-Hole Punch Unit 3-Hole Punch Unit	MX-PN16B MX-PNX4B	62.05% 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 MX-RB12N	58.49% 52.54%
Other Other	Paper pass unit for machine 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 Other	Curl Correction Unit	MX-RB18 MX-RB24	60.21% 52.05%
Other Other	Paper Pass Unit Paper Pass Unit	MX-RB24 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 Tray	Right Side Exit Tray Exit Tray Unit (right side)	MX-TR14 MX-TR19N	61.34% 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 Other	Utility Table Apti Tip Kit	MX-UT10	50.99%
Other Other	Anti Tip Kit Plockmatic Rail Unit	MX-XB19 MX-XB50	53.35% 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 Paper Drawer	650-Sheet Duo Tray (C357F, C407P) 250-Sheet Tray (B557P, B707P)	MX-CS20 MX-CS21	72.35% 72.50%
Paper Drawer Paper Drawer	550-Sheet Tray (B557F) 550-Sheet Tray (B557F)	MX-CS21	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 Finisher	Staple Finisher (B557F, B557P, B707P) Staple Hole Punch Finisher (B557F, B557P, B707P)	MX-FN38 MX-FN39	72.61% 72.05%
Other	Staple, Hole Punch Finisher (B557F, B557P, B707P) 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 Paper Drawer	250-Sheet Tray (B467F, B467P) 550-Sheet Tray (B467F, B467P)	MX-CS27 MX-CS28	73.05% 72.92%
·			1 4.34 /0
	IT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES - MISCE		lana ananan ara
SUBCATEGORY Cost per Copy Charge, Pleak & White	PRODUCT DESCRIPTION	PRODUCT PART NUMBER/SKU	DIR CUSTOMER PRICE*
Cost per Copy Charge- Black & White	CPC charge includes all parts, photoconductors, labor and all	MX-2651 Cost per Copy Charge-	\$0.0091
Cost per Copy Charge- Color	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-2651 Cost per Copy Charge-	\$0.0546
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-3051 Cost per Copy Charge-	\$0.0089
	consumable items except paper and staples	Black & White	
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	MX-3551 Cost per Copy Charge-	\$0.0524
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	MX-3071 Cost per Copy Charge-	\$0.0089
Cost per Copy Charge- Color	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-3071 Cost per Copy Charge-	\$0.0524
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-3571 Cost per Copy Charge-	\$0.0089
. ,, ,	consumable items except paper and staples	Black & White	

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	MX-4051 Cost per Copy Charge-	\$0.0089
Cost per Copy Charge- Color	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-4051 Cost per Copy Charge-	\$0.0524
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-4071 Cost per Copy Charge-	\$0.0089
,	consumable	Black & White	
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	MX-5051 Cost per Copy Charge-	\$0.0524
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-5071 Cost per Copy Charge-	\$0.0089
Cost per Copy Charge- Color	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-5071 Cost per Copy Charge-	\$0.0524
	consumable items except paper and staples	Color	
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	MX-6071 Cost per Copy Charge-	\$0.0089
Cost per Copy Charge- Color	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-6071 Cost per Copy Charge-	\$0.0524
Cost per Copy Charge- Black & White	consumable CPC charge includes all parts, photoconductors, labor and all	Color MX-6580N Cost per Copy Charge-	\$0.0076
, .,	consumable items except paper and staples	Black & White	
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	MX-7580N Cost per Copy Charge-	\$0.0471
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-7090N Cost per Copy Charge-	\$0.0076
Cost per Copy Charge- Color	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-7090N Cost per Copy Charge-	\$0.0428
	consumable items except paper and staples	Color	
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	MX-M2651 Cost per Copy Charge-	\$0.0080
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-M3051 Cost per Copy Charge-	\$0.0075
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-M3071 Cost per Copy Charge-	\$0.0075
	consumable items except paper and staples	Black & White	
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	MX-M4051 Cost per Copy Charge-	\$0.0075
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-M4071 Cost per Copy Charge-	\$0.0075
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-M5051 Cost per Copy Charge-	\$0.0073
, .,	consumable items except paper and staples	Black & White	
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	MX-M6071 Cost per Copy Charge-	\$0.0070
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-M7570 Cost per Copy Charge-	\$0.0058
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-M905 Cost per Copy Charge-	\$0.0045
	consumable	Black & White	
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	MX-B376W Cost per Copy Charge-	\$0.0092
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-B476W Cost per Copy Charge-	\$0.0092
Cost per Copy Charge- Black & White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White DX-B351PL Cost per Copy Charge-	\$0.0246
	consumable items except paper and staples	Black & White	
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	MX-B557F Cost per Copy Charge- Black & White	\$0.0107
L	consumable items except paper and staples	DIACK & WILLE	1

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Cost per Copy Charge- Black &	ι 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 &	ι 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 &	ι 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 &	ι White	CPC charge includes all parts, photoconductors, labor and all	MX-C407P Cost per Copy Charge-	\$0.0193
Cost per Copy Charge- Color		consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-C407P Cost per Copy Charge-	\$0.0856
Cost per Copy Charge- Black &	ι White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-C507F Cost per Copy Charge-	\$0.0128
Cost per Copy Charge- Color		consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-C507F Cost per Copy Charge-	\$0.0610
Cost per Copy Charge- Black &	ι White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-C507P Cost per Copy Charge-	\$0.0193
Cost per Copy Charge- Color		consumable CPC charge includes all parts, photoconductors, labor and all	Black & White MX-C507P Cost per Copy Charge-	\$0.0856
Cost per Copy Charge- Black &	ι White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-C607P Cost per Copy Charge-	\$0.0161
Cost per Copy Charge- Color		consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-C607P Cost per Copy Charge-	\$0.0856
Cost per Copy Charge- Color	White	consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Color MX-7081 Cost per Copy Charge-	\$0.0076
Cost per Copy Charge- Black &		consumable items except paper and staples CPC charge includes all parts, photoconductors, labor and all	Black & White MX-7081 Cost per Copy Charge-	\$0.0076
		consumable items except paper and staples	Color	
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 % discoun	t 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	MPS	PROJECT	MANAGED NETWORK SERVICES	10.00%
Services	Enterp	orise Content Management Products, Software, Services, and Related	d Services	
CATEGORY Software	PRODUCT DESCRIPTION Kayleigh Job Accounting (per	PRODUCTS/SERVICES SUB DESCRIPTION Track Print activities, set usuage limits, cost recovery	PRODUCT PART NUMBER/ SKU MX-SW310	Discount % off MSRP 49.78%
Software	MFP)	Print release; secure pull printing	MX-SW311	58.66%
Software	MFP) Kayleigh Client Billing Option	cost recovery; track activities & cost; optimize printing resources for	MX-SW312	56.43%
	(per MFP) Single Embedded License -	organization Single Embedded License - Includes Remote Installation, Training +		
Software	Includes Remote Installation, Training + 1yr Support	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 Related Services	PCMF-CRDRDR	35.53%
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 Related Services	Network Services per hour Additional Advanced / IT	Network Services Additonal Advanced / IT Training Cost by hours	n/a n/a	\$201.50 per hour \$125.94 per hour
Related Services	Training Cost by hours Professional Services per hour	Professional Services	n/a	\$176.31 per hour
Related Services	Additional End-User taining on Device and/or software per	Additional End-User taining on Device and/or software	n/a	\$125.94 per hour
Related Services	After hours technical phone	After hours technical phone support	n/a	\$125.94 per hour
	support 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.

Sharp Electronics Corporation DIR-CPO-4433 Appendix D Service Level Agreement

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

Sharp Electronics Corporation DIR-CPO-4433 Appendix D Service Level Agreement

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. <u>Definitions</u>. 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. 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 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. <u>Taxes.</u>

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. 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 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. Representations and Warranties of Lessor.

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.
- Upon return or repossession of the Hardware, Lessor may, if it so decides in its sole discretion, ii. 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. <u>Delivery of Related Documents</u>.

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	□ Yes	
evaluator?	□No	
Is asset and lease information	□Yes	
available online?	□ 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?		

Vendor Contract No.	•
vendor Contract No.	

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

Vendor Contract No.

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.

Vendor	Contract No.	

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.

Vendor Contract No.	
VCIIAOI COIILIACE NO.	

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.

Vendor Contract No
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.
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)

8.

	vendor Contract No
This Contract is executed to be effective as of the da	ite of last signature.
Sharp Electronics Corporation	
Authorized By: Signature on File	
Name: _Mike Marusic	
Title: President	
Date: <u>08/02/2019</u>	
The State of Texas, acting by and through the Depa	rtment 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

tο

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 1 Contract DIR-CPO-4433 rev. 10/2017

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

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 : <u>11/18/2020</u>
Office of General Counsel: MH 11/18/2020

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of

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.

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Amendment 4 Contract DIR-CPO-4433 rev. 05/2020

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: <u>Hershel Becker</u>	
Title:Chief Procurement Officer	
Date : 1/28/2021	-
Office of General Counsel: M. H 1/28/2021	

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of

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.

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Amendment 4 Contract DIR-CPO-4433 rev. 05/2020

the date of the last signature.	
Sharp Electronics Corporation	
Authorized By: Signature on File	
Name:Erica Calise	
Title: <u>Director of Government Marketing</u>	
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	

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of



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)

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RFO: DIR-TSO-TMP-419 03/2018

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 <u>DIR's Applications Portal</u>, 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 <u>Information for Vendors</u> 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. <u>Vendors offering Maintenance and/or Support Services</u>
<u>shall provide a Service Level Support Agreement with their proposal, which shall</u>
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 <u>consumable</u> 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.

• <u>Procurement and Support Services for Output</u> 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&c_h=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

Туре	Technology	Туре	Technology
Powder bed and inkjet head 3D printing	Plaster-based 3D printing (PP)	Granular	<u>Direct metal laser</u> <u>sintering (DMLS)</u>
Laminated	<u>Laminated object</u> <u>manufacturing (LOM)</u>		Electron-beam melting (EBM)
Light polymerized	Stereolithography (SLA)		Selective laser melting (SLM)
	Digital Light Processing (DLP)		Selective heat sintering (SHS)
Туре	Technology	Туре	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 <u>microfilm</u>, on demand printers, <u>facsimile machines</u>, <u>copiers</u>, <u>multifunction printers</u>, <u>document scanners</u>, 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):
 - o document conversion;
 - o records management and storage;
 - o information governance;
 - o transactional content management;
 - o social content management;
 - o online channel optimization; and
 - o infrastructure content management.
 - o Software as a Service for video, mobility, social, and cloud platforms.
 - o Digital Asset Management
 - Archiving
 - o Imaging
 - o Business Process Management
 - o Records Management
 - o Document Management
 - o 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 <u>not</u> 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 <u>1 TAC 206</u>, <u>1 TAC 213</u>, and <u>WCAG 2.0 AA</u> 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 <u>DIR's website</u>.

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, <u>accurate</u> 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 <u>must</u> 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 <u>sample</u> 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
December 12, 2018	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
January 22, 2019 COB (C1)	questions on the ESBD
February 4, 2019 2:00 PM (CT)	Deadline for DIR to receive Vendor
rebluary 4, 2019 2.00 FW (C1)	references
February 4, 2019 2:00 PM (CT)	Deadline for submitting responses to DIR
	Evaluation of responses, oral
February 4, 2019 – until completed	presentations (if requested),
	negotiation and contract execution

4.3.2 <u>Vendor Conference</u>

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

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:

- o 45% Pricing
- o 30% Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- o 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

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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:

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8)		hether or not your cor n the State of Texas b Yes		listorically Underutilized Business
9)	Provide th	e year in which your o	company was created	d/incorporated.
10)	agencies. e-mails or will receive respond to evaluation reference	Instructions are inclu for non-responsive re e a score of "0" for that o DIR on the form pro . The Vendor Refere	ided in Bid Package seferences. If DIR does treference. Include a covided by the due dence Questionnaire from may not submit the reserved.	aire to three (3) companies or government 5. DIR is not responsible for undeliverable es not receive a vendor reference, Vendor II requested information. References must ate in order to be considered in proposal form must be submitted directly from the reference form to DIR. Should this occur,
11)	Terms and the basis exception same sec	d Conditions for Productions of your exceptions and its response, Viction during the nego	uct and Services Cor nd provide proposed a fendor shall not be otiation process or	act for Product and Services and Standard intracts in redline form. You must include alternate language. If Vendor fails to list permitted to submit exceptions to the thereafter. Vendor shall not redline the ted in the chart below.
	Section	Section Title	Explanation of Exception	Proposed Language (redline)
<u> </u>				
12)	List below	nd Subcontractor Contractor Contr		sure or and/or proposed Vendor personnel with

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.

Fax: Email:

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	Vendor Personnel:	
9	Current or Former Employees who are current	Vendor Personnel related to State of
0	or former State employees (see Note 1 above)	Texas Employees (see Note 2 above)
	Subcontractor personnel:	
	Current or Former Employees of	Subcontractor Personnel related to State
	Subcontractor(s) who are current or former	of Texas Employees (see Note 2 above)
3	State employees (see Note 1 above)	-
	B, Section 669.003, relating to contracting with 669.003 applies, Vendor will complete the follo	e with Texas Government Code, Title 6, Subtitle the executive head of a state agency. If Section wing information in order for the response to be of State Agency, Date of Separation for State bloyment with Vendor.
13)	Proof of Financial Stability.	
	be and remain current in payment of all taxes, in	ndors that will enter into a contract with DIR must including Sales and Franchise Taxes. In general, tify the Vendor to be "in good standing" and a b business.
		-U-N-S number. The D-U-N-S number MUST be o include the D-U-N-S number listed for the f the response.
14)	products provided by Vendor in the delivery	Tool (EPEAT). To the extent Customers use of Services offered under this RFO, indicate rtified and identify the applicable EPEAT rating

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

describe Vendor's efforts to obtain EPEAT certified products.

(bronze, silver or gold) for certified products. If products provided are not EPEAT certified,

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Possess for Offer DIP TCO TMP 440

Request for Other Dir	1-130-11VIF-413	
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 DIR to verify compliance with this requirement.	recycling program	resides to enable

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 <u>insert company name here</u> that DIR-TSO-TMP-419; has been read and understood. In submitting its response <u>insert company name here</u> 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;

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- 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;

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- (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** <u>canceled contracts</u> 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 contr	actually bind the Vendor
Date	

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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 NA	ME:				
COMPANY NAME					
COMPANY ADDRESS (Street, City, State, Zip Code)					
*CONTACT NAME / PHONE					
*E-MAIL					
CONTRACT DATE:	AWARD	OPERATIONS DATE:	START	CONTRACT DATE:	CANCELLATION
DESCRIPTION O	F SERVICE:				
REASON FOR CA	ANCELLATION:				
O O M D A N N /					
COMPANY NAME					
COMPANY ADDRESS (Street, City, State, Zip Code)					
*CONTACT NAME / PHONE					
*E-MAIL					
CONTRACT DATE:	AWARD	OPERATIONS DATE:	START	CONTRACT DATE:	CANCELLATION
DESCRIPTION O	F SERVICE:				
REASON FOR CA	ANCELLATION:				

* Note: Do NOT complete these fields if DIR is the Cancelled Contract Reference

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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

Enter name of company (Respondent) or key staff person's name needing a

Enter name of company providing the reference here

You are hereby requested to provide a business reference for:

To company providing the reference:

reference

to the: Texas Department Solicitation Evaluati		sources		
Please disclose any and parties' business relation individual key staff personamed company providuarising from their disclose	onship. By sigr son signing below nployees, and all ing a reference f	ning this document v releases the abov persons, natural or rom any and all liab	, the entity and, if ap re-named company pro corporate, in privity wit oility, claims or causes	oplicable, oviding a h above- of action
Signed the	day of	, 20	<u></u> .	
		(Respondent Si	gnature)	
		(Respondent Prin	ted Name)	
		(Respondent	Title)	
Signed the	day of	, 20	<u>_</u> .	
	(Key S	Staff Signature or "N level relea		
		(Key Staff Printe	ed Name)	

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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.
	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, loca governments, independent school districts, and institutions of higher education.
	If yes, provide the entity names, total sales, quantity sold, and discount % off list price.

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7)	Indicate whether or not your company currently holds or has held a DIR contract(s) in the past 5 years.			
	YesNo			
	If yes, provide the DIR contract number(s).			
	END OF EXHIBIT B			

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.

- 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.

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

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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)

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HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 Respondent and Requisition Information
 - Section 2 a. Yes, I will be subcontracting portions of the contract.
 - Section 2 b. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. Yes
 - Section 4 Affirmation
 - GFE Method A (Attachment A) Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 Respondent and Requisition Information
 - Section 2 a. Yes, I will be subcontracting portions of the contract.
 - Section 2 b. List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB 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 do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 Respondent and Requisition Information
 - Section 2 a. Yes, I will be subcontracting portions of the contract.
 - Section 2 b. List all the portions of work you will subcontract, and 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

*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, 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.

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c. Requisition #:

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 - -

its su agend which to be	cordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith of boontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets by specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the agg subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more the goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Studies.	or exceeds the statewide HUB goal or the the respondent must identify the HUBs with regate percentage of the contracts expected an five (5) years shall qualify for meeting the
SEC	TION 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	

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 <u>any</u> 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).

	Subcontracting Opportunity Description	HU	Non-HUBs	
Item #		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.

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).

		HL	Non-HUBs	
Item #	Subcontracting Opportunity Description	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
	CATION (If you responded "No" to SECTION 2, Item a acce provided below explain how your company w		
	I am an authorized representative of the responder is true and correct. Respondent understands and ag		
contract. The notice must specify at a minimular subcontracting opportunity they (the subcontract that the subcontracting opportunity subcontracting opportunity).	as practical to all the subcontractors (HUBs and Notimum the contracting agency's name and its poin ractor) will perform, the approximate dollar value of cortunity represents. A copy of the notice required ben (10) working days after the contract is awarded.	nt of contact for the contract, the subcontracting opportunity	the contract award number, the y and the expected percentage of
compliance with the HSP, including the	bliance reports (Prime Contractor Progress Assess use of and expenditures made to its subcont \(\frac{1}{3} \) (\frac{1}{3}	tractors (HUBs and Non-HU	
subcontractors and the termination of a subco	ne contracting agency prior to making any modifica ontractor the respondent identified in its HSP. If the orcement remedies available under the contract or of	HSP is modified without the co	ontracting agency's prior approval,
	e contracting agency to perform on-site reviews of entation regarding staffing and other resources.	the company's headquarters a	and/or work-site where services
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 <u>each</u> 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 <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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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 <u>each</u> 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://mvcpa.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 <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity 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 <u>no later than ten (10) working days</u> after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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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 <u>each</u> 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 <u>MUST</u> comply with items <u>a</u>, <u>b</u>, <u>c</u> and <u>d</u>, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs <u>and</u> trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at 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 <u>and</u> trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs <u>and</u> to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to 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 <u>three (3)</u> 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	(Do not en	Texas VID ter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB F	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 Fffort - Method B (Attachment B) Cont.

nter your company's name here:			Requisition #	<u></u>	
ter the item number and description of the subcontracting opportunity you lise attachment. a. Enter the item number and description of the subcontracting opportunity for Item Number: Description: Description:	for which you a ortunity you list mplioyer Identi d. When searcl CMBL) - Hist	re comple ed in SE 6 fication N ning for To prically U	cting this Attachment B conting this Attachment B conting the cont	nuation page. whether they are a late dollar value of rifying their HUB stauus	Texas certifice the work to atus, ensure t
http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code Company Name	"A" signifies th		Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN,	Approximate Dollar Amount	Expected Percentage
	- Yes	- No	leave their VID / EIN field blank.	\$	%
	- Yes	- No		\$	9
	- Yes	- No		\$	9
	- Yes	- No		\$	Ç
	- Yes	- No		\$	Ç
	- Yes	- No		\$	Q
	- Yes	- No		\$	9
	- Yes	- No		\$	Q
	- Yes	- No		\$	Ç
	- Yes	- No		\$	Q
If any of the subcontractors you have selected to perform the subcontract justification for your selection process (attach additional page if necessar	- Yes - Yes	- No - No	in SECTION P. 1 is not a	\$	3. provide v

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.

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HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least https://exas.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.

dentified in Section C, Item 1. Submit your response to the point-of-contact reference	ed in Section A.				
SECTION A: PRIME CONTRACTOR'S INFORMATION					
Company Name:			State of 1	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, DESCRIP	ΓΙΟΝ, RE	QUIREMENTS AN	ID RELATED II	NFORMATION
Potential Subcontractor's Bid Response Due Date:					
If you would like for our company to consider your company		Ū	opportunity identifi	ed below in Item	2,
we must receive your bid response no later than		_ on		_·	
	Central Time		Date (mm/dd/yyyy)		
to us submitting our bid response to the contracting agency, we must proorganizations or development centers (in Texas) that serves members of American, Woman, Service Disabled Veteran) identified in Texas Administra (A working day is considered a normal business day of a state agency, not if by its executive officer. The initial day the subcontracting opportunity notice is considered to be "day zero" and does not count as one of the seven (7) we	groups (i.e., Asian ative Code, §20.282(including weekends, is sent/provided to t	Pacific A (19)(C). federal o	American, Black Ame	erican, Hispanic	American, Native
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

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 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.

MPORTANT!! 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.

1 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-19 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, S BID PACKAGE 2 - PRICITY 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 Discountis) 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	s, Software and Services								
Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipment and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, S 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	is, 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	s, Software and Services								
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For reference purposes, the formula to calculate 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									
For reference purposes, the formula to calculate 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									
Monochrome, B&W MFD Volume Band M1									
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)									
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)									
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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)									
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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)									
Color and B&W MFD Volume Band C1									
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) 7									
Volume Band C2 31 - 50 Pages Per Minute (PPM) Volume Band C3 51 + Pages Per Minute (PPM) 7									
Volume Band C3 51 + Pages Per Minute (PPM) 7									
7									
7									
MANAGED PRINT SERVICES, NETWORK DEVICES, NON-NETWORK DEVICES and RELATED SERVICES									
IMPORTANT!! For this category enter "MPS" in the BRAND Column (See Example)									
PRODUCTS/SERVICES MANUFACTURER RESELLER									
CATEGORY BRAND PRODUCT DESCRIPTION SUB DESCRIPTION PRODUCT PART NUMBER/ SKU "Y" "Y" MSRP	Discount % off MSRP UNIT								
IF APPLICABLE IF APPLICABLE									
2 x 550 Sheet Paper Cassette, an 100-									
Volume Band M1 (Lowest Stack Bypass, 512mb RAM, UFR II LT									
Printing, Network ScanGear, 10/100 Base MKS345 Y \$1,000.00	30.00% Each								
TX Ethernet, USB 2.0 high speed connectivity and a drum unit									
til									
Includes: PS, PCL, and XPS Controller, 100-									
sheet Single Pass Dunley Document									
Volume Band M3 (Hignest MPS Copier Black and White Feeder, Standard Wireless Connectivity Y \$2,000.00	35.00% Each								
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 Stater Toner									
and 60K Imaging Unit DKE476									
Digital Multifunction Copier, Standard									
Network Print & Scan, Duplexing, 100 Short Print & Scan, Duplexing, 100 Floot Depart of School Conference of Sch	40 000/								
Volume Band C2 (Lowest NADS Conject Color Sheet Bypass, 2 x 550 Sheet Cassettes v S3 000 00	40.00% Each								
Nelwoo Band C2 (Lowert	40.00% Each								

T A I	В	С	T D	E	F	G	Н	1	J
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
Non-MFD (Lowest Priced)	MPS	3D Printer	Pemium Sparkmaker High-Resolution SLA Resin 3D Printer	DIE594	Y		\$249.66	40.00%	Each
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
Volume Band M1 (Lowest 17 Priced)		Copier Black and White							
Volume Band M1 (Highest		Copier Black and White							
18 Priced) Volume Band M3 (Lowest		Copier Black and White							
19 Priced) Volume Band M3 (Highest		Copier Black and White							
20 Priced) Volumen Band M5									
21 (Lowest Priced) Volumen Band M5		Copier Black and White							
22 (Highest Priced)		Copier Black and White							
Volume Band C2 (Lowest 23 Priced)		Copier Color							
Volume Band C2 (Highest 24 Priced)		Copier Color							
Non-MFD (Lowest Priced)		Facisimilie							
Non-MFD (Highest Priced)		Facisimilie							
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			DOCUME	NT IMAGING SERV	/ICES				
32		IMPORTANT!!	For this category e	nter "DIS" in the E	RAND Colum	n (See Exam	ole)		
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	Υ		\$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	В	С	D	E	F	G	Н	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

	Α	В	С	D	E	F	G	Н	I	J
44		ENTE	ERPRISE CONTENT	MANAGEMENT PRO	DUCTS, SOFTWAI	RE, SERVICES,	AND RELATE	D SERVIC	ES	
44				For this category en						
45			IIIII ORTAITI:	Tor this category en	ter Ecivi III the	SIAND COLUM	iii (See Exaiii	pic)		
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		Gartner Majic Quadrant rated. The solution can be hosted on premise or	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			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

Monochron	me, 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*
De		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
De	wices Non Network Devices and	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
De	wices Non Network Devices and	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 12OK Imaging Unit	\$45,000.00	15.00%	\$38,536.88

Managed Print Services and Network Devices, Non-Network Devices and	EXAMPLE: Volume Band M3	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	\$225,000.00	20.00%	\$181,350.00
Related Services	(Highest Model)							Cassette L,L, Duplexing, 100 Sheet Bypass, 2GB HD, 320GB FIPS, 140-2 SED	. ,,,,,,,		,
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 / PCL6 / 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 11350 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*
	Servic	e Level Agreemen	t (SLA) Projects/	SOW m	ay have	no MSR	P but mu	st offer a % discoun	t off of ori	ginal quoted	price
MANAGED PRINT SERVICES	SUBCATEGORY	BRAND	PRODUCT PART NUMBER/SKU					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					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; # 0F Wires: 3, Color: Beige, Joules/Discharge Current: 270, Cord Length Feet: 15	\$95.00	45.00%	\$52.64
											\$0.00
											\$0.00
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Vendor	Contract No.	
VEHUUI	COILLI ACL 140.	

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

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vendor	Contract No.	

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

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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:

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vendor	Contract No.	

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,

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venuoi '	Contract No.	

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.

Vendor Contract No. _____

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 t	he Department of Information Resources
Authorized By:	
Name: Hershel Becker	
Title: Chief Procurement Officer	
Date:	_
Office of	
General Counsel:	<u>_</u>

Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipments and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

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

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Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Plotting and Facsimile Equipments and Related Services; Document Imaging Services/Solutions; Enterprise Content Management Products, Software and Services

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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
- 1) 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 Travel Management under the current State 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 REPRESENTATIVES, EMPLOYEES, AGENTS, 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'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.

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Appendix F

MASTER OPERATING LEASE AGREEMENT

- 1. <u>Definitions</u>. 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

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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.
- (I) "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.

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- (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

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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

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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

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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

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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

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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. <u>Taxes.</u>

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

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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.

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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

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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;

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- (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. 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 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;

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- (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. Representations and Warranties of Lessor.

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

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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

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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.
- 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

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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.

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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

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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.

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Attachment 1 to the Master Operating Lease Agreement Financial Disclosure Summary

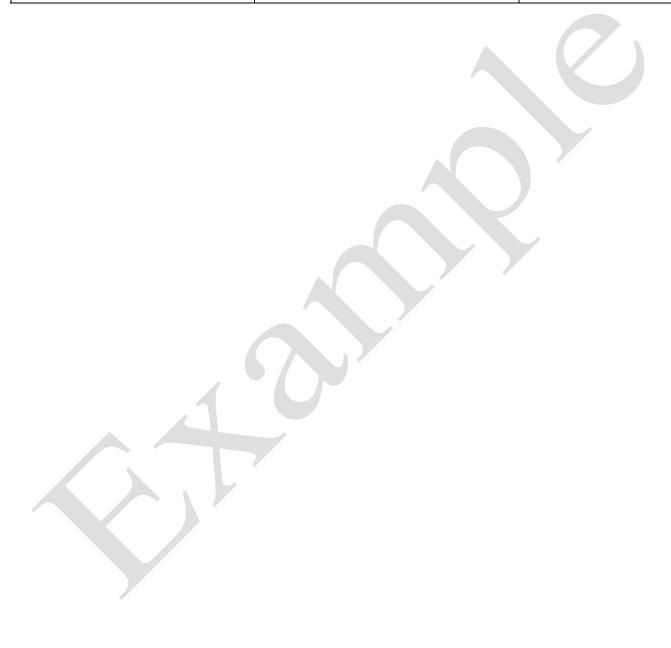
Lease Rate Factor(s):	Response	Notes
Equipment Type A		
Equipment Type B		
Equipment Type C		
How is Daily Rental calculated?		
Is Daily Rental invoiced separately or rolled into monthly rental?	☐ Yes ☐ No ☐ N/A	
Is this a Step Lease?	☐ Yes ☐ No	
Does this lease include software?	☐ Yes ☐ No	
If yes, 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	

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I	If Yes, how long?		
1	What is the cost of the Auto		
I	extension?		
1	What is the notice period?		
1	Are negotiated extensions FMV	☐ Yes	
	based?	□No	
	On FMV, can Agency select own	☐ Yes	
	evaluator?	□ No	
I	Is asset and lease information	☐ Yes	
ļ	available online?	□ No	
1	End of Lease Details	Response	Notes
1	Where are the assets returned to?		
1	What is the return freight cost?		
1	M/ho move the return freight cost?	☐ Agency	
	Who pays the return freight cost?	☐ Lessor	
		□ Yes	
I	Do I need to return original	□No	
I	packaging?	If yes, what is the cost if not	
I		returned?	
I		☐ Yes	
I	Do I need to return original	□ No	
I	manuals and documentation?	If yes, what is the cost if not	
ļ		returned?	
I	4	Yes	
I	Do I need to return software?	□ No	
I		If yes, what is the cost if not	
1		returned?	
I		☐ Yes	
I	Is there an FMV purchase cost	□ No	
I	cap?	If yes, what is the cost cap	
١	2011	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		
١	memory?		

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What is the cost for data	
sanitization?	
What is the cost for on-site data	
destruction?	



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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

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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.

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- (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

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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

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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

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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.

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- (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

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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

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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.

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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

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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

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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 selfinsure 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;

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- (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;

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- (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;

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- (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

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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.

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- (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

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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)

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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

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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;

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

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- (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.

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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.

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-*XXXXX* 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

- o 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 nonfunctional or inoperable directly resulting from a Declared Disaster Event. In the event that nonoperability 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?
 - o 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.

CLAIM FORM

	aim Number (Ento	ered by V	endor)		
eclared Disaster Service Ticl		oer			
ntered by Customer/Lessee	2)				
ency/Lessee name				Event/Disaster Date:	
eet address				I	
/		State		ZIP code	
tomer/Lessee POINT OF CONTACT Name					
INT OF CONTACT Telephone (area code and number			POINT OF CONTACT E-mail		
ontract Number:					
endor Company Name					
endor Point of Contact Name					
endor Point of Contact phone (area code and num	ber)		Vendor Point of Contact E-m	nail	
Equipment Mfgr and Model	Equipment Serial Number	Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	Is Equip inoperable? Yes or No
Equipment Mfgr and Model	Equipment Serial Number	Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	Is Equip inoperable? Yes or No
Equipment Mfgr and Model	Equipment Serial Number	Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
Equipment Mfgr and Model	Equipment Serial Number	Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
Equipment Mfgr and Model	Equipment Serial Number	Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
Equipment Mfgr and Model	Equipment Serial Number	Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
Equipment Mfgr and Model	Equipment Serial Number	Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
Equipment Mfgr and Model Brief Description of Ev		Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
		Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
		Equipme	nt COUNTY, Bldg, stree	t, city, state, zip	
		Equipme		t, city, state, zip	

This Claim Assessed by Assess Disasters at Lance	
This Claim Approved by Agency Director or above :	
	Must be original, signed signature (not typed)
Type Name	
Title:	
Title:	
Title: Date Signed	
Title:	

4. A signed Recovery Plan (signed by Lessee and Vendor).

location for which the claim is being filed;



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

Vendor Name						
Insert Type of (MPS, Document Imaging, Enterprise Content Managem	ent) P	rodu	ct/Ser	vices		
Category						
Prime Contractor						
Subcontractor(s) Ending Date Ending Date						
Total Est. Contract Dollar Amount	e					
This portion to be completed by the Customer providing this reference and returned to DIR					DIR at	
419docmanagement@dir.texas.gov						
Rating: (0) Unsatisfactory; (1) Marginally Satisfactory; (2) Satisfactory; (3) Exc Definitions for each rating category are contained on the following page.	ceeds l	Exped	tations	s; N/A.	Not Applicab	le
Please provide your opinion by rating the following:						
Quality of Managed Print Services, Document Imaging or Enterprise Co	ontent	Man	ageme	ent Pro	oducts and S	Service
Have you purchased any Managed Print Services, Document Imaging or Enterprise						
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 N/A	
4. Vendor's ability to resolve problems?	0	_ 1	2	_ 3	N/A	
<u>Cost</u>						
5. Timely, current, accurate & complete invoices	0	_ 1	2	3	N/A	
<u>Timeliness of Performance</u>						
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		
8. Vendor personnel (professional, cooperative & flexible)	0	_ 1	2.	3	N/A	
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 Imag Products and Services or related services?	ing or	Enter	prise (Conten	t Manageme	mt
Yes No In your opinion, should this Vendor be recommended to others? Yes	No					
Rater's Name:	Da	ite:				
Organization:						_
Title·						

Fax Number:_____ Email address:__

Phone Number:

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

VPATTM

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

VPATTM

Voluntary Product Accessibility Template®

Criteria	Supporting Features	Remarks and explanations
Section 1194.21 <u>Software</u> <u>Applications and Operating Systems</u>		
Section 1194.22 <u>Web-based Internet</u> <u>Information and Applications</u>		
Section 1194.23 <u>Telecommunications</u> <u>Products</u>		
Section 1194.24 <u>Video and Multi-</u> <u>media Products</u>		
Section 1194.25 <u>Self-Contained,</u> <u>Closed Products</u>		
Section 1194.26 <u>Desktop and Portable</u> <u>Computers</u>		
Section 1194.31 <u>Functional</u> <u>Performance Criteria</u>		
Section 1194.41 <u>Information,</u> <u>Documentation and Support</u>		

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Section 1194.21 Software Applications and Operating Systems – Detail

VPATTM

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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.	
(I) 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.	

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Section 1194.22 Web-based Internet information and applications – Detail VPAT™

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.	
(I) 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 (I).	
(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.

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Section 1194.23 Telecommunications Products – Detail

VPATTM

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.	

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Section 1194.24 Video and Multi-media Products – Detail

VPATTM

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.	

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Section 1194.25 Self-Contained, Closed Products – Detail

VPATTM

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	

and the second	
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.	

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Section 1194.26 Desktop and Portable Computers – Detail

VPATTM

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	

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Section 1194.31 Functional Performance Criteria – Detail

VPATTM

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.	

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Section 1194.41 Information, Documentation and Support – Detail VPAT™

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.

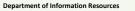


Request for Offer DIR-TSO-TMP-419

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)





Managed Print Services, Printers, Copiers, 3D Printers, Canning, 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

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

ganization nam	e:
anization addr	
ponder contac	rt information:
e of assessme	nt completion:
y organizati	on is a (choose one or more if applicable)
Manufact	rurer: My organization develops and sells its own ICT products / services
Service Pr	rovider: My organization sells IT development services
Integrator	r: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization
Reseller o	or Catalog Supplier: Does not develop or have its own products, but offers COTS 3rd party products
r each crite	ria 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.
esponses	
	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.
	C my organization not approved an or decessionity points.
	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. Establishing matrice and treating account to many and action compliance to the unity
	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.
	Siny organization has assigned implementation dates 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 tully 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

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

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 equested accessibility information such as VPATs.

All quested accessibility information such as VPATs.

Bid Package 10, Vendor ICT Accessibility Policy (PDAA) should be directed to Jeff Kline: Phone: 512-463-3248 Email: Jeff.Kline@dir.texas.go Organization information Organization name: __Company X____ Organization address: _ 1111 State Blvd. Anytown, TX 78701 onder contact information: myemailaddress@yahoo.com 1/1/15 Date of assessment completion: My organization is a (choose one or more if applicable) Manufacturer: My organization develops and sells its own ICT products / services Service Provider: My organization sells IT development services Integrator: My organization develops customer solutions using a combination of products / services from manufacturers and products / components developed by my organization Reseller or Catalogue Supplier: Does not develop or have its own products, but offers COTS 3rd party products For each criteria statement, please enter the number corresponding to your response in the shaded areas of the "Response" column for the status statement in each grouping that is most relevant to your organization today. Responses 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 metric 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. 2a. Developing an organization wide governance system. 1 My organization is investigating opportunities to improve organization wide governance for ICT accessibility 2 My organization is finalizing plans that will result in an organization wide governance system 3 My organization has approved plans for an organization wide governance system. 2b. Designating one or more individuals responsible for implementation. 2 My organization has identified key individuals in the implementation process. 3 My organization has assigned implementation duties and responsibilities to appropriate individuals. 2c. Implementing reporting/decision mechanism and maintain records. 1 My organization is developing tools and procedures for tracking ICT accessibility issues. 2 My organization is tracking and keeping records of ICT accessibility reporting and decisions 3 My organization uses reports to make organizational changes to improve ICT accessibility. Section 2 Comments (Provide any comments or additional information on this section here.) 3. Integrate ICT accessibility criteria into key phases of development, procurement, acquisitions, and other relevant business processes. Manufacturers: Address processes that pertain to your development of ICT products. Service providers: Address processes that pertain to your development of ICT services Integrators: Address processes that pertain to your ICT integration services and solutions. Catalog Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings. 0 My organization has no plan to integrate accessibility criteria into key business processes. (If selected, skip to next section or provide comments at the end of this section.) 3a. Identifying candidate processes for criteria integration. 1 My organization has a plan to identify and evaluate its key business processes for accessibility gaps. 2 My organization has evaluated its key business processes for accessibility gaps and is developing plans to better integrate accessibility criteria into these processes. 3 My organization has approved plans to integrate accessibility criteria into these processes. 3b. Implementing process changes. ${\bf 1} \,\, {\rm My} \,\, {\rm organization} \,\, {\rm has} \,\, {\rm begun} \,\, {\rm modifying} \,\, {\rm its} \,\, {\rm key} \,\, {\rm business} \,\, {\rm processes} \,\, {\rm to} \,\, {\rm integrate} \,\, {\rm accessibility} \,\, {\rm criteria}.$ 2 My organization has completed accessibility criteria modification for some of its key business processes and has begun using these modified processes 3 My organization has completed accessibility criteria modification for most of its key business processes and has begun using these modified processes. 3c. Integrate fully into all key processes. 2 My organization has fully integrated accessibility criteria into all of its key business processes and is using these processes to improve the accessibility of its product / service offerings 3 My organization has fully integrated accessibility criteria ACROSS its key business processes and is using these integrated processes to improve the accessibility of its product / service offerings Section 3 Comments (Provide any comments or additional information on this section here.) 4. Provide processes for addressing inaccessible ICT. Manufacturers: Address processes that pertain to your development of ICT products in 4a, 4b, 4c, and 4d. Service providers: Address processes that pertain to your development of ICT services in 4a, 4b, 4c, and 4d. Integrators: Address processes that pertain to your ICT integration services and solutions in 4a, 4b, 4c, and 4d. Catalogue Vendor/Reseller: Address processes that pertain to your reseller or catalogue offerings in 4e. 0 We do not have plans to provide processes for bringing ICT developed and sold by our organization into accessibility compliance. (If selected, skip to next section or provide comments at the end of this section.) 4a. Creating plans that include dates for compliance of inaccessible ICT. 1 We are developing plans to identify and test ICT developed and sold by our organization 2 We have begun identifying and testing for accessibility in ICT products / services developed and sold by our organization and are developing plans that include dates for bringing inaccessible ICT into compliance. 3 We perform accessibility testing on all products / serviced developed and sold by our organization, and have plans in place that include dates for bringing inaccessible ICT into compliance 4b. Providing alternate means of access until the ICT is accessible. 0 We do not have plans for providing alternate means of access for our organization's ICT offerings 1 We are developing plans for providing alternate means of access for our organization's ICT offerings. 2 We are implementing methods providing alternate means of access for our organization's ICT offerings 3 We have fully implemented a repeatable process for providing alternate means for our organization's ICT offerings. 4c. Implementing a corrective actions process(s) for handling accessibility technical issues and defects

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.
 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.
 Me 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.
 Me 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.

We plan to develop a record keeping system for tracking the accessibility status of current and future products / services.
 We plan to develop a record keeping process for corrective action tracking and handling of accessibility related issues / defects.
 We have a record keeping system for tracking the accessibility status of current and future products / services.
 We have a record keeping process for corrective action tracking and handling of accessibility related issues / defects.

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

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

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.
- 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
January 22, 2019 COB (C1)	questions on the ESBD
February 19, 2019 2:00 PM (CT)	Deadline for DIR to receive Vendor
rebluary 13, 2013 2.00 PW (C1)	references
February 19, 2019 2:00 PM (CT)	Deadline for submitting responses to DIR
	Evaluation of responses, oral
February 19, 2019 – until completed	presentations (if requested),
	negotiation and contract execution

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

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
- 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).

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

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 <u>Current Contracting Initiatives</u> 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.

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

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).

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

Addendum 1

Request for Offer DIR-TSO-TMP-419

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.

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

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.

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

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.

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

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.

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

Services/Solutions; Enterprise Content Management Products, Software and Services Request for Offer DIR-TSO-TMP-419

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.

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

Services/Solutions; Enterprise Content Management Products, Software and Services Request for Offer DIR-TSO-TMP-419

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.

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

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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.

Question: Document: DIR-TSO-TMP-419 Bid Package 1 RFO, Page:9, Section Number3.1 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)?

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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.

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

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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

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

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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,

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

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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.

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.

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.

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.

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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.

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.

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.

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.

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Addendum 1

Request for Offer DIR-TSO-TMP-419

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.

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

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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.

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Addendum 1

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.

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

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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.

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Addendum 1

Request for Offer DIR-TSO-TMP-419

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	icelaya@cdlac.com	Yes
Webinar - Juanco Celaya	Compu-Date International, LLC	jicelaya@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

DIR	Elizabeth.lopez@dir.texas.gov	No
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Xerox Corporation	Darren.morlando@xerox.com	No
Xerox Corporation	Rasa.myers@xerox.com	No
НМВ	jpsifrt@hmbnrt.vom	zno
Xerox Corporation	Michelle.passarel@xerox.com	No
Muratec America	jroberts@muratec.com	No
Xerox Corporation	Ann.russo@xerox.com	No
Ricoh	Blair.shaw@ricoh-usa.com	No
Strategic Partnerships Inc.	ttyminski@partnerships.com	No
Precision Products, Inc.	waterall@precisionproducts.com	No
Kodak Alaris	Joseph.yankle@kodakalaris.com	No
Xerox Corporation	Geri.pomerantz@xerox.com	No
Canon USA Inc.	mwright@cusa.canon.com	No
Carahsoft Technology Corp.	Anastasia.foerschner@carahsoft.com	No
Canon USA Inc.	efriel@cusa.canon.com	No
Xerox Corporation	Tammy.leger@xerox.com	No
	Xerox Corporation Xerox Corporation Xerox Corporation HMB Xerox Corporation Muratec America Xerox Corporation Ricoh Strategic Partnerships Inc. Precision Products, Inc. Kodak Alaris Xerox Corporation Canon USA Inc. Carahsoft Technology Corp. Canon USA Inc.	Xerox Corporation Thomas.mandell@xerox.com Xerox Corporation Darren.morlando@xerox.com Xerox Corporation Rasa.myers@xerox.com HMB ipsifrt@hmbnrt.vom Xerox Corporation Michelle.passarel@xerox.com Muratec America iroberts@muratec.com Xerox Corporation Ann.russo@xerox.com Ricoh Blair.shaw@ricoh-usa.com Strategic Partnerships Inc. ttyminski@partnerships.com Precision Products, Inc. waterall@precisionproducts.com Kodak Alaris Joseph.yankle@kodakalaris.com Xerox Corporation Geri.pomerantz@xerox.com Canon USA Inc. mwright@cusa.canon.com Carahsoft Technology Corp. Anastasia.foerschner@carahsoft.com Canon USA Inc. efriel@cusa.canon.com

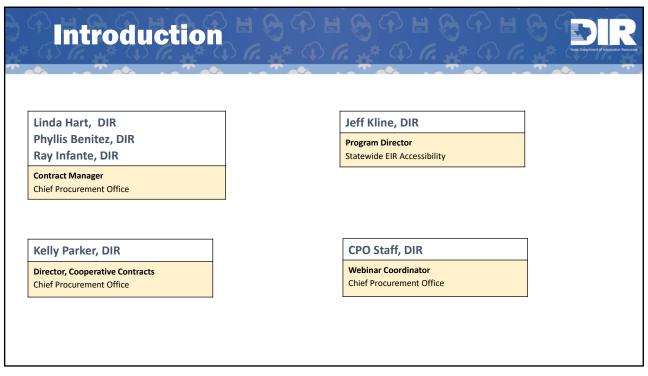
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Chris Albury	Neubus, Inc.	calbury@neubus.com	No
I-Hsing Tsao	Neubus, Inc.	itsao@neubus.com	No
Tommy Tsaboukos	Kodak Alaris	Tommy.tsaboukos@kodakalaris.com	No
Tochukwu Okonkwor	Xyples, LLC	tokonkwor@xyples.com	Yes
Pat Acosta	Xerox	Pat.acosta@xerox.com	No



Vendor Pre-Bid Conference December 21, 2018 9:00 – 11:00 (CT)



1



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.

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.

General Information (continued)



Contacts for inquiries regarding this RFO

Carrie Thomas – <u>carrie.thomas@dir.texas.gov</u>

Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Kelly Parker - <u>kelly.parker@dir.texas.gov</u> or Joan Scott — <u>joan.scott@dir.texas.gov</u>

HUB Subcontracting Plan: Lynn Sanchez (512) 463-9813 – <u>dir.hub@dir.texas.gov</u>
Theresa Williamson (512) 475-4638 – <u>dir.hub@dir.Texas.gov</u>

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
Assistance Org	\$2,337,384.76	\$3,079,520.73	\$2,936,.064.03
Higher Ed	\$351,693,838.26	\$339,061,683.43	\$332,385,633.15
K-12	¢629 216 200 12	ĆEZZ 252 025 00	\$589,442,854.33
N-12	\$628,316,299.13	\$577,352,825.09	\$369,442,634.33
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
Chaha Assault	¢515 716 174 70	Ć402 224 769 72	¢415 604 004 31
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

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.

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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.

Bid Submittal



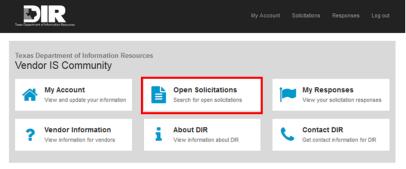
 Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

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Responding to a Solicitation

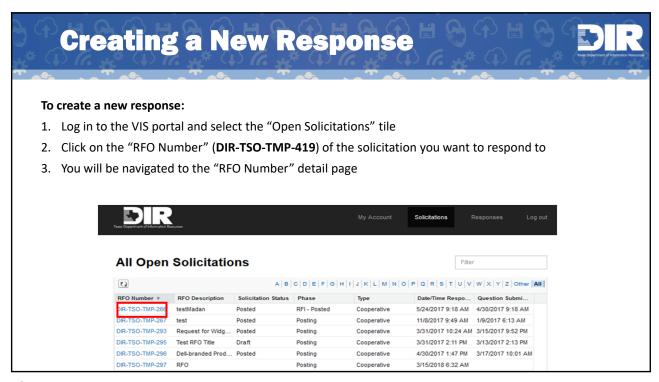


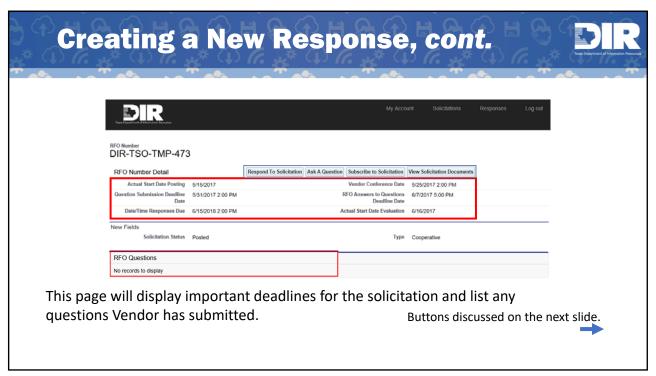
After Vendor account is enabled, Vendor will submit and manage RFO responses from the BidStamp VIS portal.



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





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.

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Respond to a Solicitation \supset IR "RFO Response Page" buttons: · Delete: Delete all information that has been uploaded and the R0006029 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)

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.

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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.



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

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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.

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

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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

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

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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

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 <u>product / product family specific</u>
- 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.

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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

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/PDA A%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

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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)

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.)

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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.

RFO Scope, cont.



• <u>Third Party Products</u> 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.

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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.

RFO Schedule



• Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
	Publish RFO on Electronic State Business Daily
December 12, 2018	
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

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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%

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.

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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

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.

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Pricing - Volume Pricing Department of Information Resources Request for Offer DIR-TSO-TIMP-419 Managed Print Services, Printers, Copiers, 3D Printers, Scanning, Potting and Resident 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 100-300 units ABC 100-300 units ABC 100-300 units ABC Contract Sales Threshold Product Category Description Part Number If Applicable Discount Discount Discount Discount Discount Discount Solve on Solve o

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 exceptions 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.

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Bid Packages



- Bid Package 5 Master Operating Lease Agreement
- Bid Package 6 Master Lease Agreement
- Bid Package 7 Disaster Recovery

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.

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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 completed by Vendousers in reference information

Vendor Name	HVIPLE
Insert Type of (MPS, Document Imaging, Enterpri	ise Content Management) Product/Services
Category	
Prime Contractor	
Subcontractor(s)	
Dates of Performance: Starting Date	Ending Date
Total Est. Contract Dollar Amount	

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

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Questions



- Break (10 minutes)
- Reference the Section Number and page number with your submitted question.
- Questions answered today are unofficial until posted on the ESBD.
- Submit additional questions through BidStamp VIS.

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.

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Reminder



• Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
	Publish RFO on Electronic State Business Daily
December 12, 2018	
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

Conference Closing



• All questions, inquiries must be directed to <u>Carrie Thomas</u>

Carrie Thomas

Phone: 512-936-2353 **Fax:** 512-936-6896

Email: carrie.thomas@dir.texas.gov

Thank you for attending today's webinar!

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

- 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

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:	10/22/21
Quote N	o: WC ES

Customer Name/Invoice Address:	Delivery Address:				
Williamson County Emergency Services	Williamson County Emergency Services				
911 Tracy Chambers Lane	911 Tracy Chambers Lane				
. :					
Georgetown, TX 78626	Georgetown, TX 78626				

Contact Name Julia Cooper	act Name Julia Cooper		512.864.8200
			E-Mail: <u>icooper@wilco.org</u>
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 10/22/21	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-5071; 50 ppm Digita Full COLOR Copier			\$189.37
	w/ 150 Sheet Single Pass Doc. Feed. and (1) X 550 Sheet Paper Drawer			Ų 100101
	MX-DE26N; Stand w/ (2) addt'l 550 Sheet Paper Drawers (total of 3 paper drawers plus by-pass tray)	1.		:
	MX-FN27N; Inner Finisher			,
	MX-PN14B; 3 Hole Punch			
	MX-FX15: Fax Kit			
	Includes: 4,000 BLK copies/mo.; Overages @ \$0.0084 ea.			
	All CLR copies @ \$0.0500 ea.			. :
				*
	Includes: Delivery, Installation, Training, Parts, Labor, Toner, and Staples			
	State of Texas DIR 48 Month Lease	Мо	nthly Total	\$189.37

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: COOPER, JULIA

512.864.8200

SHIP TO:

WILLIAMSON COUNTY EMERGENCY SERVICES 911 TRACY CHAMBERS LANE GEORGETOWN, TX 78626

BILL TO:

WILLIAMSON COUNTY EMERGENCY SERVICES

911 TRACY CHAMBERS LANE GEORGETOWN, TX 78626

Description

SHARP MX-5071, MX-DE26N, MX-FN27N, MX-PN14B, MX-FX15 \$189.37 PER MONTH 01/01/22 THRU 09/30/22

SERVICE FOR 4,000 BLK COPIES/MO. 4,001+ COPIES @ \$0.0070 ea. ALL CLR COPIES @ \$0.0500 ea.

NOTES TO SUPPLIER: 48 MONTH DIR-CPO-4433 LEASE Price Per Amount 189.37 09 1,704.33

Total 1,704.33

AUTHORIZED BY:

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

Homeland Security Grant Project Amendment

Submitted For: Hank Jones Submitted By: Hank Jones, Fire

Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the approval authorizing an amendment to the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Hazmat Response Trailer Replacement Project pending FEMA approval.

Background

Last year Williamson County was awarded funding from the Homeland Security Grant Program (HSGP) to replace one of our hazardous materials response trailers. Since then, Williamson County has made numerous attempts to solicit bids from vendors to begin the building process. During this time, we struggled to locate a vendor that could meet the needs of the specifications due to factors such as pricing within range of the award amount, availability of materials due to covid restrictions, and project completion time. To overcome these issues, Williamson County was granted an extension on executing the award in hopes that we could locate a vendor that could complete the project. Unfortunately, these issues continue to present the same challenges.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HSGP Amendment

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 07:57 AM

Form Started By: Hank Jones Started On: 11/09/2021 09:54 PM

Final Approval Date: 11/10/2021

13.

IN THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

A resolution of the Commissioners' Court of the County of Williamson, Texas hereby authorizing an amendment to the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Hazmat Response Trailer Replacement Project pending FEMA approval. The (HSGP) grant application number is 3994201.

WHEREAS, The Williamson County Commissioners' Court finds it in the best interest of the citizens of Williamson County, that the Hazmat Response Trailer Replacement Project Grant Award be amended due to factors such as pricing within range of the award amount, availability of materials due to covid restrictions, and project completion timelines 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, amend, or terminate the grant on behalf of the applicant agency.

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners' Court approves acceptance to amend the grant award from the Office of the Governor, Homeland Security Grant Program (HSGP) for the Hazmat Response Trailer Replacement Project.

Adopted this 16th day of November 2021.	
	Bill Gravell Jr.
	Williamson County Judge

Commissioners Court - Regular Session

Meeting Date: 11/16/2021 WCEMS Provider Lic Application

Submitted By: Michael Knipstein, EMS

Department: EMS **Agenda Category:** Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Williamson County EMS Provider License Declaration Form and authorizing the County Judge to sign same and any necessary related documents.

Background

Williamson County EMS must submit a renewal application every two years to the Texas Department of State Health Services to provide EMS services. The application must be signed by the EMS Administrator of Record and the highest elected official. Funding for renewal was approved in the FY22 EMS budget, 0100-0540-004540.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/09/2021 01:16 PM

Form Started By: Michael Knipstein Started On: 11/09/2021 11:05 AM

Final Approval Date: 11/09/2021

14.

EMERGENCY MEDICAL SERVICES PROVIDER LICENSE DECLARATION FORM REVISED: 2/16/2018

Submit the completed form to the appropriate address and with the appropriate cover sheet when mailing or upload with your online renewal application

All Forms Are Available On The EMS-Trauma System Webpage:

http://www.dshs.state.tx.us/emstraumasystems/provfro.shtm

Fax Number: 512-834-6714 Email: EMSProviderFRO@dshs.texas.gov

Privacy Notification: With a few exceptions, you have the right to request and be informed about information the State of Texas collect about you. You are entitled to receive and review the information upon request. You also have the right to ask the state agency to correct any information that is determined to be incorrect. See http://www.dshs.state.tx.us for more information on Privacy Notification. (Reference: Government Code, Section 552.021, 552.023 and 559.004)

TYPE OR PRINT IN BLACK INK

Application Type:
☐ Initial Application ☐ Renewal Application
□ Other
Fill in Requested Information:
DSHS License Number: 246013 (Leave blank if initial application.)
Federal Employer Identification Number: 74-6000978
National Provider Identifier Number: 1114995586
Section 1 - Name of Legal Entity Applying for License
Williamson County EMS

Legal Entity Name: Williamson County EMS Section 2 - Entity Assumed or Operating Name(s), list all if applicable. If applicable, attach copies of all assumed name certificates. Section 3 - Name(s) to be used on Vehicles If different from Section 1 & 2, a written explanation must be provided. Section 4 - Chief Executive Officer/Owner or **Highest Elected Official (Government)** William Walker Gravell Jr. Name: Title: County Judge Address: 710 S. Main Street Georgetown City: **Zip**: 78686 State: TX County: Williamson Email: bgravell@wilco.org (512) 943-1665 Phone: Section 5 - Administrator of Record Name: Michael John Knipstein Address: 3189 SE Inner Loop City: Georgetown **Zip**: 78626 State: TX County: Williamson Email: mknipstein@wilco.org Phone: (512) 943-1264 TX EMS Certification/ID# or SSN:

☐ A completed EMS Administrator of Record Form is attached or has been included. Government entities are exempt from submitting the additional form.

Date of Birth:

Section 6 – Alternate Contact The person who can answer questions if administrator is unavailable.						
	Edward F. Tydings					
Title:	Operations Division Comma	nder				
Address:	3189 SE Inner Loop					
City:	Georgetown					
County:	Williamson	State:	TX	Zip:	78626	
Phone:	(512) 943-1264	Email:	edtydin	gs@v	vilco.org	
Caction 7	Designated Infaction	Cartrol (260224			
Section 7		Control	Officer			
Name:	Danielle Collins					
Title:	Field Training Officer					
Address:	3189 SE Inner Loop					
City:	Georgetown					
County:	Williamson	State:	тх	Zip:	78626	
Phone:	(512) 943-1264	943-1264 Email : danielle.collins@wilco.org				
Section 8	- Physician Medical Direc	4		de organiza		
	ust be where the physician re		nail.			
	Jeffrey L. Jarvis					
TX Medica	I License #:					
Address:	3189 SE Inner Loop					
City:	Georgetown					
County:	Williamson	State:	TX Z	Zip:	78626	
Phone:	(512) 943-1264	Email: j	jjarvis@	wilco.	.org	

Section 9 – Vehicle Authorizations List the number of vehicle authorizations requested at each le	vel and the total.
Basic Life Support (BLS)	
BLS with ALS Capability	
BLS with MICU Capability	25
Advanced Life Support (ALS)	
ALS with MICU Capability	
Mobile Intensive Care Unit (MICU- Ground)	
Rotor-Wing (MICU)	
Fixed Wing (MICU)	
Specialized	
TOTAL NUMBER OF AUTHORIZATIONS REQUESTED	25
Section 10 - Information	
10-A: Entity Type: Check any that apply or explain.	
■ Governmental Entity Please Select Type of Government Entity: □ City	
☐ County ☐ ESD - Emergency Service District ☐ Hospital District ☐ State Agency	
CountyESD - Emergency Service DistrictHospital District	
 ☐ County ☐ ESD - Emergency Service District ☐ Hospital District ☐ State Agency ☐ Hospital ☐ Private 	
 ☐ County ☐ ESD - Emergency Service District ☐ Hospital District ☐ State Agency ☐ Hospital 	
 ☐ County ☐ ESD - Emergency Service District ☐ Hospital District ☐ State Agency ☐ Hospital ☐ Private 	
☐ County ☐ ESD - Emergency Service District ☐ Hospital District ☐ State Agency ☐ Hospital ☐ Private ☐ Other (Must Explain)	

Legal Entity Name: Williamson County LMS
10-C: Response Type: You must check only one.
E Emergency/ 911 ☐ Non-Emergency/Non-911 ☐ Both
10-D: Subscription Program:
Does your organization offer a subscription program? Yes No *If yes, please submit all required documentation and information. Air Medical Providers are excluded from this requirement.
10-E: Emergency Medical Task Force (EMTF) Participant:
■ Yes □ No (This is for planning purposes only. Participation not required.)
10-F: Letter of Credit:
Attach a copy of a letter of credit issued by a federally insured bank (FDIC) or savings institution. An emergency medical services provider that is directly operated by a governmental entity is exempt from this section.
Institution Name:
Date of Letter:
Amount of required credit: (must select one)
□ \$100,000 for the initial license and for renewal of the license on the second anniversary of the date the initial license is issued
□ \$75,000 for renewal of the license on the fourth anniversary of the date the initial license is issued
\square \$50,000 for renewal of the license on the sixth anniversary of the date the initial license is issued
□ Not required, Explain
■ Exempt - Governmental Entity

10-G: Medicaid Provider Surety Bond
EMS providers are required to provide a surety bond as a condition of participation in the Medicaid program and as required by the Texas Health and Humans Services Commission. An EMS provider that is directly operated by a governmental entity is exempt from this section.
☐ Yes ☐ No ■ Exempt (Governmental Entity)
If No, please explain:
Bond Number:
Bond Effective Date:
Name of institution issuing bond and contact telephone number:
10-H: EMS Personnel:
Compensation Status:
■ Paid/Non-Volunteer □ Volunteer □ Mixed (You may check only one.)
■ I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have completed a juris prudence examination approved by DSHS.
I attest on behalf of the legal entity mentioned above, that all licensed or certified EMS personnel have NOT completed a juris prudence examination approved by DSHS but will ensure that all EMS Personnel will complete upon the renewal of their EMS Personnel Certification.
10-I: Medicare and/or Medicaid Eligibility
I attest on behalf of the legal entity mentioned above, that the entity, applicant, management staff, medical director and/or employees are not excluded from participation in the Medicare and/or Medicaid program.

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Williamson County EMS

Legal Entity Name:

10-J: Headquarters/Physical Primary Location:

- I attest on behalf of the legal entity mentioned above, that no other licensed EMS Provider is located at the Headquarters/Primary Physical Location Street Address.
- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease agreement for the Headquarters/Primary Physical Location address.
- I attest on behalf of the legal entity mentioned above, that the entity understands it must have permission from DSHS to relocate from the Headquarters/Primary Physical Location address prior to moving.

10-K: Medical Equipment:

- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the medical equipment that will be used.
- I attest on behalf of the legal entity mentioned above, that the entity has enough medical equipment so that each vehicle has its own set of medical equipment to operate at the level authorized by DSHS.

10-L: Vehicles:

- I attest on behalf of the legal entity mentioned above, that the entity owns or has a lease for all of the vehicles that will be used.
- I attest on behalf of the legal entity mentioned above, that the entity and/or management staff understand that authorized vehicles are considered response ready unless the vehicle is designated as being **out of service** using the form provided by the department.

10-M: Medical Records:

■ I attest on behalf of the legal entity mentioned above, that the entity has a plan for the going out of business to ensure the maintenance of the medical records.

10-N: Knowledge and Experience:

I attest on behalf of the legal entity mentioned above, that the applicant, including its management staff possesses sufficient professional experience and qualifications related to EMS including: having at least one year of experience each in emergency medical dispatch processes, EMS billing processes, medical control accountability, and quality improvement processes for EMS operations.

10-0: Management Staff:

■ I attest on behalf of the legal entity mentioned above, that the entity and/or management staff have read the Texas Emergency Healthcare Act and the Texas Administrative Code 157.

10-P: Trauma Service Area (TSA) - Regional Advisory Council (RAC):

■ I attest on behalf of the legal entity mentioned above, that the entity or its management staff participate in a Regional Advisory Council.

10-Q: RESPONSE HOURS OF OPERATION

■ I attest on behalf of the legal entity mentioned above, the entity provides 24/7/365 of their declared service.

--- OR---

☐ I attest on behalf of the legal entity mentioned above, is **NOT** available 24/7/365 and has written agreements with other EMS providers for coverage of their declared service area and has notified all the emergency service agencies in the designated service area.

10-R: Expansion by an EMS Provider

- I attest on behalf of the legal entity mentioned above, that the entity and its management staff understand that an EMS provider is prohibited from expanding operations to or stationing any EMS vehicles in a municipality or county other than the municipality or county from which the provider obtained the letter of approval under until after the second anniversary of the date the provider's initial license was issued, unless the expansion or stationing occurs in connection with:
- (A) a contract awarded by another municipality or county for the provision of EMS;
- (B) an emergency response made in connection with an existing mutual aid agreement; or (C) an activation of a statewide emergency or disaster response by the department.

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Williamson County Emergency Medical Services Provider License Application 2022

Declaration Form (Continued) Service Area

Williamson County EMS provides service to all incorporated and unincorporated areas within the borders of Williamson County.

City	County
Leander	Williamson
Liberty Hill	Williamson
Round Rock	Williamson
Taylor	Williamson
Thrall	Williamson
Weir	Williamson

		·	
:			

10-S: Station Locations:

■ I attest on behalf of the legal entity mentioned above, the legal entity mentioned above has stations locations.

10-T: Insurance:

- I attest on behalf of the legal entity mentioned above, understand that the entity must maintain motor vehicle liability insurance as required under the Texas Transportation Code.
- I attest on behalf of the legal entity mentioned above, understand that the entity must maintain professional liability insurance coverage in the minimum amount of \$500,000 per occurrence, or as necessary per state law during the license period.

Section 11 – Service Area

Provide the City(s) and County(s) you plan to operate in. If you need more space Please provide all of the required information on a separate piece of paper.

☐ Additional Sheet(s) attached:

1.	City:	Austin	County:	Williamson
2.	City:	Bartlet	County:	Williamson
3.	City:	Cedar Park	County:	Williamson
4.	City:	Copeland	County:	Williamson
5.	City:	Florence	County:	Williamson
6.	City:	Granger	County:	Williamson
7.	City:	Hutto	County:	Williamson
8.	City:	Jarrell	County:	Williamson

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Section 12 -Governmental Recognition

List and attach recognition from governmental entities. This section does not apply to renewal of an emergency medical services provider license or a municipality, county, emergency services district, hospital, or emergency medical services volunteer provider organization in this state that applies for an emergency medical services provider license. If you need more space, please provide all of the required information on a separate piece of paper. Additional Sheet(s) attached:

1.	City:	County:	
2.	City:	County:	
3.	City:	County:	
4.	City:	County:	
5.	City:	County:	
6.	City:	County:	
7.	City:	County:	
8.	City:	County:	

Section 13 - A	ddresses				
Headquarters/	Physical Primary Location	Street /	Address:		
Address:	3189 SE Inner Loop				
City:	Georgetown				
County:	Williamson	State:	TX	Zip:	78626
Telephone #:	(512) 943-1264	Fax #:	(512) 943-12	69	

Headquarters/Physical Primary Location Business Hours

Please list the days and hours of normal operation or a designated day and time when personnel are present so the public may ask questions.

Monday - Friday 8:00 AM - 5:00 PM

■ I attest on behalf of the legal entity mentioned above, these hours are posted for public viewing on the outside of the building.

Legal Entity Name: Williamson County EMS **Business Mailing Address:** Address: PO Box 873 City: Georgetown County: Williamson IΤΧ State: **Zip:** ||7862778626 Telephone #: (512) 943-1264 (512) 943-1269 Fax #: Records Location Street Address: ■ Same as headquarters Address: City: County: State: Zip: Telephone #: Fax #: Billing Office Street Address: ...

Same as headquarters. **Dispatching Agency:** Address: 20 East Tauton Ridge Road #500 City: Berlin County: **Zip:** 08009 Camden State: NJ Telephone #: (800) 975-3715 (856) 768-2739 Fax #:

Dispatch	Loca	ition Str	eet Address:	☐ Same as	headq	uarters		and the second s
Dispatch	ing A	gency:	Williamson Co	unty Emerger	ncy Cor	nmunic	ations	
Address:	9	911 Tracy	Chambers Lan	е			· -	
City:	Geor	getown		·				
County:	W	illiamson		State:	тх		Zip:	78626
Telephon	ie #:	(512)	864-8282	Fax #:	,,	(512) 864-	-8369

Section 14 – Ownership & Type of Legal Entity
Complete the following to indicate the type of legal entity and responsible persons: Government Entity Unincorporated Association of People Sole Proprietorship Partnership/General Partnership Corporation Limited Liability Company Limited Partnership Limited Liability Partnership Other (must explain)
Please complete this information for <u>all</u> officers, general partners and limited partners of the legal entity. Government Entities should complete this information for the chief elected official (i.e. city mayor or county judge) or appointed officials that are responsible for the entity (i.e. emergency service district or hospital district board members).
Name: William Walker Gravell Jr.
Title: County Judge
Mailing address: 710 S. Main Street City: Georgetown State: TX Zip: 78626
City: Georgetown State: 1X Zip: 70025
Name:
Title:
Mailing address:
City: State: Zip:
Name:
Title:
Mailing address:
City: State: Zip:
☐ Additional Persons are listed on separate sheet attached.

Section 15 - Signature Unsworn Declaration

On behalf of the above named legal entity, I hereby affirm and declare I am authorized to make this Emergency Medical Services Provider application and/or declaration and all information submitted on this form and any supplemental documents are true and correct. I attest and understand the legal entity and I are accountable and responsible for the accuracy of all answers and statements on this form. I attest the legal entity listed on this form meets all requirements for the type of license requested. Further, I understand it is a Class A misdemeanor violation of Texas Penal Code Sec. 37.10 to submit a false statement to a governmental agency. I have read and understand Health and Safety Code Chapter 773 and Texas Administrative Code Title 25, Chapter 157, and agree to adhere to those statutes rules, and all other applicable statutes and rules.

Signature of Administrator of Record	Signature of CEO/Owner
l	
Michael J. Knipstein	William. W Gravell Jr
Printed Name of Administrator of Record	Printed Name of CEO/Owner
11 . 6 \ /	
My name is Michael Knipstein, m	ny date of birth is
and my address is 3189 SE Tune Lp. Go	Tv 28/2/
Special section	City) (State) (Zip Code)
	enalty of perjury that the foregoing is true
(Country)	and the foregoing is true
and correct.	
7 2 . 1	0
Executed in Dil Kappa County, State of IX	, on the day of North (Year)
\sim	(Honth) (Year)
Traven Chorne	KAAREN THOENE
Signature of Declarant	Notary Public, State of Texas Expires 02/06/2022 1.D.# 1136346-4

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:		
:		

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

Authorize issuing RFP #22RFP41 Standby Generators for Williamson County, TX - Facilities

Submitted For: Joy Simonton Submitted By: Johnny Grimaldo,

Purchasing

15.

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 Standby Generators under RFP #22RFP41.

Background

Williamson County seeks suppliers to provide new standby generators systems at designated Williamson County premises to automatically provide backup power to the existing Emergency Medical Stations in the event of an interruption in the utility power supply. Estimated amount: \$214,998.00. Shantil Moore is the point of contact and the funding source: ARPA 445P, 445A

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 11/10/2021 11:40 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 11:49 AM

Form Started By: Johnny Grimaldo Started On: 11/10/2021 08:50 AM

Final Approval Date: 11/10/2021

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

Land Surveying Agreement for West Portion 21 Acre Tract SH29 LHB at RM 1869

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing **Agenda Category:** Consent

Information

16.

Agenda Item

Discuss, consider and take appropriate action on approving Professional Services agreement with Diamond Surveyors for Land Surveying at West Portion of 21 Acre Tract SH 29 at RM 1869 in the not-to-exceed amount of \$3,210.00 and authorizing the execution of the agreement.

Background

The new Liberty Hill Bypass project has created a new east side property boundary, a new survey for the remainder of the parcel is necessary for further development and construction projects. Funding Source: CARES 418P, 418A, 5.9, construction. Department Contact: Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Diamond Surveying

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 11/10/2021 11:39 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 11:48 AM

Form Started By: Kerstin Hancock Started On: 11/04/2021 05:06 PM

Final Approval Date: 11/10/2021

PROFESSIONAL SERVICES AGREEMENT

Williamson County, Texas, as CLIENT, engages Diamond Surveying, Inc., as SURVEYOR to perform professional services for the assignment described as follows:

Survey services relating to preparing a Category 1B, Condition III, Standard Land Survey being the west portion of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429, Official Public Records of Williamson County, Texas. Site location southwest side of Proposed SH 29 Liberty Hill Bypass at RM 1869 in Liberty Hill, Texas.

- I. SERVICES: SURVEYOR agrees to perform, in conformance with the following description, definition, terms and conditions, the professional surveying services set forth in Proposal No 2021-WILCO FACILITIES BOUNDARY WEST PORTION 21 ACRE TRACT SH 29 LHB AT RM 1869 dated November 3, 2021, attached hereto as Exhibit "A" (the "Services").
- II. COMPENSATION: SURVEYOR'S compensation will be on an hourly not to exceed basis for the Services, with such hourly rates being set out in the attached Exhibit "B", as follows:

Total not to exceed fee for the Services shall be a fee of \$3,210.00.

If the Surveyor is requested to perform additional services not included in the Services, then the Client will be informed that additional charges will apply, and upon Client's approval of these charges the additional work will be performed.

- III. PAYMENTS: Payment for the 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 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.
- IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.
- V. LIABILITY LIMITATION: SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the Services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed \$50,000.

VI. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SURVEYOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE CLIENT'S CHOOSING), AND HOLD HARMLESS THE CLIENT, AND THE CLIENT'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 SURVEYOR, 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. SURVEYOR 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, SURVEYOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE CLIENT'S CHOOSING), AND HOLD HARMLESS THE CLIENT, AND THE CLIENT'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 SURVEYOR 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.

VII. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VIII. TERMINATION:

- A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S Services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
- B. COMPENSATION PAYABLE ON TERMINATION: On Termination, by either CLIENT or SURVEYOR, CLIENT shall pay SURVEYOR the full amount specified in paragraph II, with respect to any Services performed to date of termination (including all Reimbursable Expenses incurred).
- IX. SUCCESSORS AND ASSIGNS: CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.
- X. SPECIAL PROVISION: This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below: Attached Exhibit "A" Proposal No 2021-WILCO FACILITIES BOUNDARY WEST PORTION 21 ACRE TRACT SH 29 LHB AT RM 1869 dated November 3, 2021 forms a part of this agreement.
- XI. RIGHT TO AUDIT: SURVEYOR agrees that the CLIENT 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 SURVEYOR which are directly pertinent to the Services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. SURVEYOR agrees that the CLIENT shall have access during normal working hours to all necessary SURVEYOR

facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The CLIENT shall give SURVEYOR reasonable advance notice of intended audits.

- XII. 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 CLIENT.
- XIII. INVALIDATION: If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.
- XIV. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

Williamson County, Texas	Diamond Surveying, Inc.	
By:	By: Shalle	
Printed name:	Shane Shafer, R.P.L.S.	
Title:	Title: President	
Date:	Date: November 4, 2021	

Exhibit "A"



Shane Shafer 116 Skyline Road Georgetown, TX 78628 Phone 931-3100 T.B.P.E.L.S. 10006900 shane@diamondsurveying.com

Proposal No. 2021-WILCO FACILITIES BOUNDARY WEST PORTION 21 ACRE TRACT SH 29 LHB AT RM 1869

November 3, 2021

Williamson County Facilities 3101 SE Inner Loop Georgetown, TX 78626

Attention: Mr. Dale Butler, Director

Re: Proposal for survey services relating to preparing a Category 1B, Condition III, Standard Land Survey being the west portion of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429, Official Public Records of Williamson County, Texas. Site location southwest side of Proposed SH 29 Liberty Hill Bypass at RM 1869 in Liberty Hill, Texas.

We are pleased to submit our proposal for services related to the above referenced project. Below is our list of proposed Scope of Services and basis of Compensation:

Scope of Services:

 Perform office and field work necessary to prepare Category 1B, Condition III, Standard Land Survey for the west portion of above mentioned 21.63 acre Williamson County, Texas tract. Surveyor shall prepare signed and sealed metes & bounds description with survey drawing

Estimate Field: 3-Man field Party 8 hours at \$190.00 per hour = \$1520.00 Office: SR. CADD Tech 10 hours at \$125.00 per hour = \$1,250.00

Project Manager 2 hours at \$140.00 per hour = \$280.00

R.P.L.S. 1 hour at \$160.00 per hour = \$160.00

Fee for item 1: \$3,210.00

Basis of Compensation:

We propose to provide the above listed services on an hourly not to exceed basis:

Total for the above listed scope of services shall be for a fee of \$3,210.00.

We shall begin work on this project immediately upon receipt of signed contract. If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files.

Thank you for the opportunity to be of service for this Project. We look forward to being a part of this project.

Sincerely,

Shane Shafer, R.P.L.S.

Shandhafe

Exhibit "B"

Diamond Surveying, Inc. SHANE SHAFER, R.P.L.S., PRESIDENT SKYLINE ROAD, GEORGETOWN, TX 78628 OFFICE: (512) 931-3100 T.B.P.E.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
Registered Professional Land Surveyor	\$160.00 per hour
Project Manager	\$140.00 per hour
Project Surveyor	. \$110.00 per hour
Senior CADD Technician.	

FIELD PARTY SERVICES

Classification	Rates
1-Man Field Party	\$120.00 per hour
2-Man Field Party	\$160.00 per hour
3-Man Field Party	\$190.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

Liberty Hill CSCD (418P)-Chasco Change Order 1

Submitted For: Dale Butler Submitted By: Wendy Danzoy, Building

Maintenance

17.

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Chasco Constructors, Change Order No. 1 for the Williamson County Liberty Hill CSCD Project (418P). This change order is for the demolition of the non-habitable Liberty Hill Adult Probation office. Funding for this project will be under CARES funds 418P.

Background

This change order is for the additional service of building demolition for the Liberty Hill Adult Probation office. Department point of contact is Dwayne Gossett. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill CSCD CO1-Chasco

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 10:57 AM

Form Started By: Wendy Danzoy Started On: 11/10/2021 08:18 AM

Final Approval Date: 11/10/2021



P.O. Box 1057 Round Rock, TX 78680 (512) 244-0600 Fax (512) 244-6085

11/0/2021

JOB# 21132 LIBERTY HILL ADULT PROBATION

CP 1			11/8/2021
			TOTAL
DESCRIPTION	QTY	UNIT	PRICE
HOUSE DEMOLITION			
1 DEMO EXISTING HOUSE	1	LS	
HOUSE DEMOLITION			\$13,750.00
SUMMARY			
HOUSE DEMOLITION			\$13,750.00
TOTAL CP 1			\$13,750.00

EXCLUSIONS:

CD 4

ASBESTOS SURVEY AND ABATEMENT, HAZARDOUS OR CONTAMINATED MATERIAL REMOVAL,

QUALIFICATIONS AND NOTES:

ALL EXCLUSIONS AND QUALIFICATIONS FROM ORIGINAL PROPOSAL STILL APPLY.

RICK RISENER CHIEF CIVIL ESTIMATOR

Kick Kis

11/8/2021

Dale Butler, Sr. Director of Facilities

Date: 1/-/0-2/

Williamson County, Texas

Meeting Date: 11/16/2021

Award IFB #21IFB21 County Road Seal Coat FY 22 Improvements

Submitted For: Joy Simonton Submitted By: Andrew Portillo,

Purchasing

Department: Purchasing **Agenda Category: Consent**

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #21IFB21 County Road Seal Coat FY 22 Improvements to D.I.J. Construction, Inc. in an amount not to exceed \$1,052,638.20, and authorizing execution of the agreement.

Background

The Purchasing Department solicited bids for IFB #21IFB21 County Road Seal Coat FY 22 Improvements. 2,490 suppliers were invited to bid of which twenty-seven (27) suppliers viewed the bid documents and one (1) supplier responded. D.I.J. Construction, Inc. was the sole respondent. Staff is recommending award to D.I.J. Construction, Inc. in an amount not to exceed \$1,052,638.20. The Road and Bridge Department point of contact is Terron Evertson. Funds are budgeted in the FY 22 funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Ensuring agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	11/04/2021 05:25 AM
County Judge Exec Asst.	Becky Pruitt	11/04/2021 08:15 AM
Purchasing (Originator)	Joy Simonton	11/10/2021 11:42 AM

Form Started By: Andrew Portillo Started On: 11/03/2021 12:42 PM

Final Approval Date: 11/10/2021

18.



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ___D.I.J. Construction__ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the 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 following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the __IFB__ Solicitation # __21IFB21___, __County Road Seal Coat FY22___; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _One Million Fifty-Two Thousand Six Hundred Thirty-Eight Dollars and Twenty Cents__ (\$_1,052,638.20_) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the _IFB_ Solicitation # _County Road Seal Coat FY22_, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. 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 terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION:
Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.
4.3 Final Completion. The Work shall be fully and finally completed on or before provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.
4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantia

Completion that the Work is not Substantially Complete, the Owner may deduct the amount of

liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause

unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

from any money due or that becomes due the Contractor, not as a penalty but as

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.
- **6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- **6.5** As part of Contractor obligation to coordinate the Work, Contract shall:
 - a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
 - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

- 6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

- **6.9** Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.
- **6.10** Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

- **6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.
- **6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- **6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

- **8.1 Insurance.** The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.
 - **8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$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):

Aggregate policy limits	No aggregate 1	imit
Property damage	\$1,000,000	\$1,000,000
Bodily injury (including death)	\$1,000,000	\$1,000,000
COVERAGE	PER PERSON	PER OCCURRENCE

e. Builder's Risk Insurance (all risks)

An all risks policy shall be 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 the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- 1. 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.
- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- f. Umbrella coverage in the amount of not less than \$1,000,000.
- **8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) 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 Work.
- (2) Duration of the Work includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the 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 in relation to the Work. "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 Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- b. The 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 the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the 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 Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- 8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, 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.
- **8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

- **8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- **8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- 8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

- INDEMNIFICATION EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.
- 8.2.2 INDEMNIFICATION OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.
- **8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

- **9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.
- **9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

- 10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.
- **10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

- **11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
- **11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 11.4 Governing Law and Venue. This Agreement 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 where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.
- 11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.
- **11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.
- **11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- **11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.
- 11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.
- **11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
- **11.11** 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 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.

- **11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- **11.14** Sales and Use Tax Exemption. 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.
- 11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement 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.
- **11.16 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 Agreement. 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.
- 11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

- 11.18 Reports of Accidents. Within 24 hours after Contractor 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 third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.
- **11.19 Relationship of the Parties.** 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.
- **11.20 Appropriation of Funds by Owner.** Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement 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 this Agreement.
- **11.21 Execution in Counterparts.** This Agreement 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.
- 11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:	CONTRACTOR:
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	
Ву:	By: In fer
Printed Name:	Printed Name:Tim D. Jarma
Title:	Title: Vice President / Estimator
Date:	Date: November 4, 2021
Party Representatives	
Owner's Designated Representative ("ODR"):	Contractor's Designated Representative:
	James Newman
Phone Fax	Phone 979-820-5783 Fax 512-355-2392

Meeting Date: 11/16/2021

Solicitation Advertisement Approval IFB #22IFB43 Herbicide

Submitted For: Joy Simonton Submitted By: Andrew Portillo,

Purchasing

19.

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 Herbicides under IFB #22IFB43.

Background

Williamson County is seeking qualified suppliers for the purchase and delivery of herbicides and chemicals utilized in the maintenance of highways, streets and bridges.Initial contract term will be one-year with two annual renewal options. Estimated annual expense is \$325,000.00. This was budgeted for FY22. Department point of contact is Terron Evertson. Funding source is 01.0200.0210.003554.

Fiscal Impact

	_		
From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
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Purchasing (Originator) Joy Simonton 11/10/2021 09:52 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 10:35 AM

Form Started By: Andrew Portillo Started On: 11/09/2021 03:43 PM

Final Approval Date: 11/10/2021

Meeting Date: 11/16/2021

Final plat for the Tomecek 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 Tomecek subdivision – Precinct 4.

Background

This subdivision consists of 1 lot and no new public roads.

Timeline

2021-08-09 – initial submittal of the final plat application

2021-08-30 – 1st review complete with comments

2021-09-22 - 2nd submittal of plat

2021-10-04 – 2nd review complete with comments

2021-10-27 – 3rd submittal of plat with signatures

2021-11-09 - 3rd review complete with comments clear

2021-11-10 – final plat placed on the November 16, 2021 Commissioners Court agenda for

consideration

Fiscal Impact

From/To Acct No. Description Amount		From/To	Acct No.	Description	Amount
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Attachments

final plat - Tomecek

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 11:31 AM

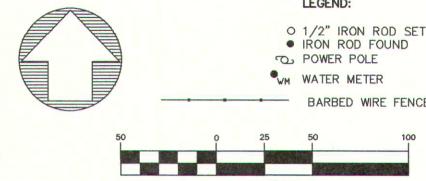
Form Started By: Adam Boatright Started On: 11/10/2021 11:27 AM

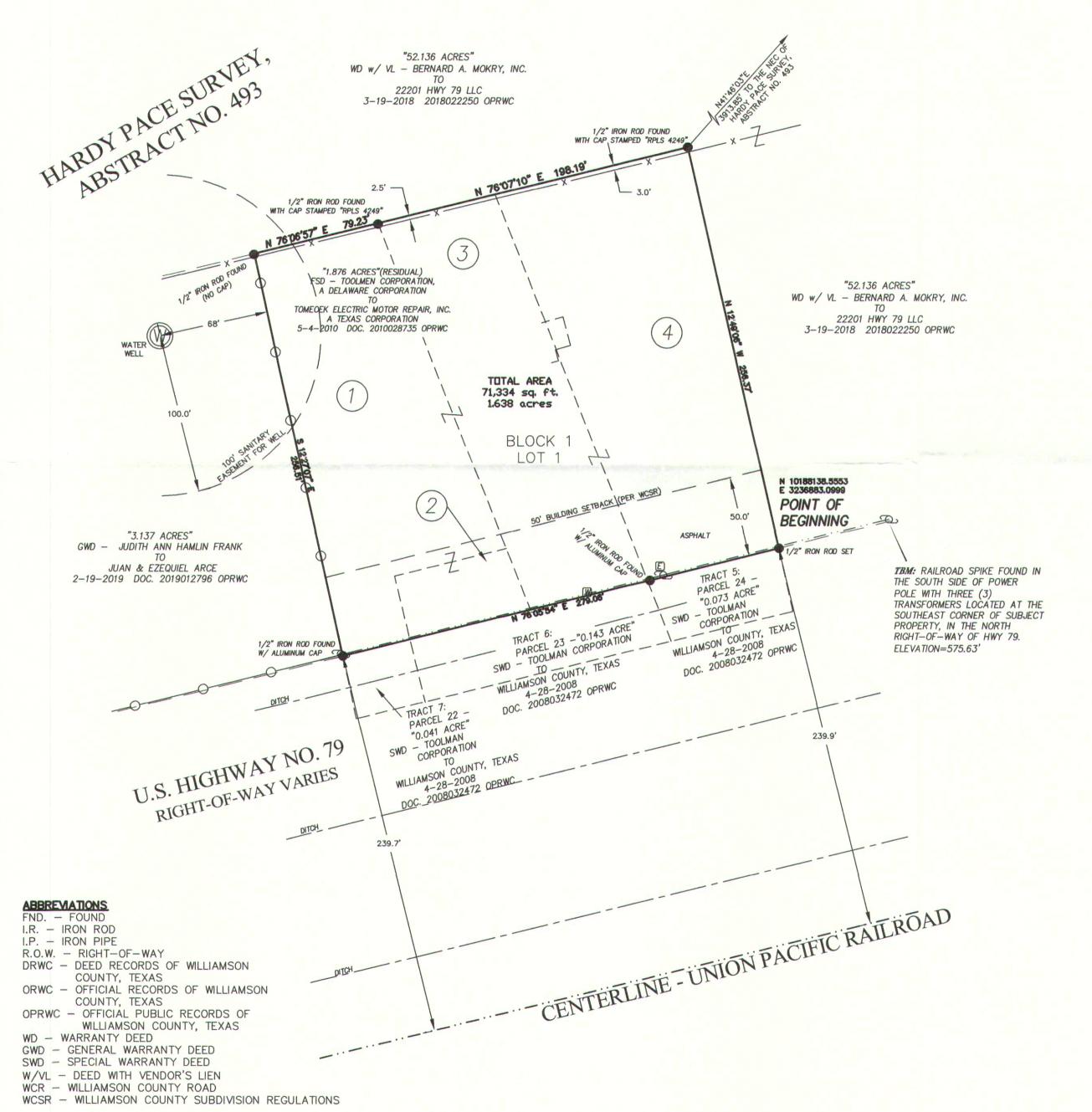
Final Approval Date: 11/10/2021

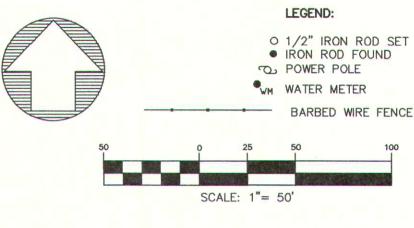
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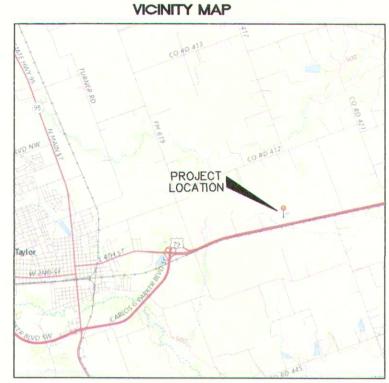
FINAL PLAT OF TOMECEK SUBDIVISION

A SUBDIVISION OF 1.638 ACRES OUT OF THE HARDY PACE SURVEY. ABSTRACT No. 493 WILLIAMSON COUNTY, TEXAS









SCALE: 1"=5000'

DEED INFO:

TRACT 1: "3.09 ACRES" (RESIDUE) CORRECTION GIFT DEED -IDA MIESKE TO BONNIE JEAN MIESKE TOMECEK 12-2-75 623/688 DRWC

TRACT 2:

"TRACT 2 - 0.143 ACRE" (RESIDUE) WD - BONNIE JEAN MEISKE TOMECEK, ET VIR TOMECEK ELECTRIC MOTOR REPAIR. INC.

TRACT 3:

3-4-92 2114/606 ORWC

"TRACT 1 - 0.511 ACRE" (RESIDUE) - BONNIE JEAN MEISKE TOMECEK, ET VIR

TOMECEK ELECTRIC MOTOR REPAIR, INC. 3-4-92 2114/606 ORWC

> TRACT 4: "38.00 ACRES" (RESIDUE) WD W/VL - ESTHER M. MEISKE BENNIE TOMECEK, ET UX 8-28-91 2054/311 ORWC

OWNER: TOMECEK ELECTRIC MOTOR REPAIR, INC., A TEXAS CORPORATION JAY F. KRAMER - MANAGING PARTNER 22201 US 79 TAYLOR, TEXAS 76574 512.523.9906

ACREAGE: 1.638 TOTAL SURVEY: HARDY PACE SURVEY, A-493

SURVEYOR: BRYAN TECHNICAL SERVICES, INC. PHONE: 512-352-9090

ENGINEER: LINA CHTAY BELTON ENGINEERING, INC. 106 N. EAST STREET BELTON, TEXAS 76513 PHONE: 254.289.7273 EMAIL: LCHTAY@BELTONENGINEERS.COM

NUMBER OF BLOCKS: ONE NUMBER OF LOTS: ONE LINEAR FEET OF NEW STREET: N/A

FLOOD NOTE:

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. 48491C0575F, EFFECTIVE DATE DECEMBER 20, 2019, LOCATED IN ZONE "X" (UNSHADED).

NOTE: A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

PLAT NOTES:

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.

UTILITY PROVIDERS: CABLE-TIME WARNER PHONE-AT&T ELECTRIC-ONCOR

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY NOACK WATER SUPPLY CORPORATION.

SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES

ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

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.

T 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.

THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY THE 2018 WILLIAMSON COUNTY SUBDIVISION REGULATIONS. SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.

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.

SHEET 1 OF 2

PHONE: (512) 352-9090

BRYAN TECHNICAL SERVICES, INC.



TAYLOR, TX 76574

FIRM No. 10128500

www.bryantechnicalservices.com

NO.	DATE	REVISIONS	BY
DRA	WN BY: TLR	CHECKED BY: BLB	
SCA	LE: 1" = 50'	APPROVED BY: BLB	
PRO	DJECT NO. 11-008	DATE: JULY 26, 2021	

LEGAL DESCRIPTION

STATE OF TEXAS COUNTY OF WILLIAMSON

1.638 ACRES

These notes describe that certain tract of land situated in the HARDY PACE SURVEY. ABSTRACT NO. 493, located in Williamson County, Texas; subject tract being all of a called "1.876 Acres" (residual portion) conveyed in a Foreclosure Sale Deed from Toolmen Corporation, a Delaware Corporation to Tomecek Electric Motor Repair, a Texas Corporation, dated 5-04-2010 and recorded in Document Number 2010028735 of the Official Public Records of Williamson County, Texas (OPRWC); being all of a called "38.00 Acres -Residue" conveyed in a Warranty Deed with Vendor's Lien from Esther M. Meiske to Bennie Tomecek, et ux, dated 8-28-91 and recorded in Volume 2054, Page 311, of the Official Records of Williamson County, Texas, (ORWC); also, being all of a called "Tract 2 - 0.143 Acres - Residue" and "Tract 1 -0.511 Acre - Residue" conveyed in a Warranty Deed from Bonnie Jean Meiske Tomecek, et vir, to Tomecek Electric Motor Repair, Inc., dated 3-04-92 and recorded in Volume 2114, Page 606, ORWC; also, being part of a "3.09 Acres - Residue" tract conveyed in a Correction Gift Deed form Ida Meiske Tomecek to Bonnie Jean Meiske Tomecek, dated 12-02-75 and recorded in Volume 623, Page 688, Deed Records of Williamson County, Texas (DRWC); subject tract being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, on August 15, 2019, and being more fully described as follows:

BEGINNING at a ½" Iron Rod with orange plastic cap stamped "RPLS 4249" set (N: 10188138.5553, E: 3236883.0999), being in the North Right-of-Way of U. S. Highway No. 79 (Right-of-way varies), same being the most southerly Southwest corner of a called "52.294 Acres" conveyed in a Warranty Deed from Bennie Tomecek, et ux Bonnie to Steven L. Armus, dated 12-29-2005 and recorded in Document Number 2006000435, OPRWC, the Northeast corner of a called "0.073 Acre" conveyed in a Special Warranty Deed from Toolmen Corporation to Williamson County, Texas, dated 04-28-2008 and recorded in Parcel No. 24 in Document Number 2008032472, OPRWC, and being the Southeast corner of herein described

THENCE South 76° 05'54" West, with the North line of said "0.073 Acre" and the South line of subject passing a found 1/2" Iron Rod with aluminum cap at a distance of 82.62 feet, at the Northwest corner of said "0.073 Acre". the Northeast corner of a called "0.143 Acre" tract conveyed in a Special Warranty Deed from Toolmen Corporation to Williamson County, Texas, dated 04-28-2008 and recorded as Parcel No. 23 in Document Number 2008032472, OPRWC, continuing along the North line of said "0.143 Acre" tract passing the West line of said "Tract 1 - 0.511 Acre - Residue" and the East line of said "Tract 2 - 0.143 Acre - Residue" at a distance of approximately 152.21 feet, passing the Northwest corner of said "0.143 Acre" tract, the Southwest corner of said "Tract 2 - 0.143 Acre - Residue", the Northeast corner of a called "0.041 Acres" conveyed in a Special Warranty Deed from Toolmen Corporation to Williamson County, Texas, dated 04-28-2008 and recorded as Parcel No. 22 in Document Number 2008032472, OPRWC, and continuing along the North line of said "0.041 Acre" tract and the South line of subject for a total distance of 279.06 feet, to a ½" Iron Rod with an aluminum cap found in the North Right-of-Way of U.S. Highway No. 79 in the East line of a called "2.86" Acres" conveyed in a Warranty Deed from Kimberly Garvin, Individually and as Independent Administratrix to the Estate of Cathy Ann Garvin, Deceased to Gerald W. Frank, et ux, dated 2-28-2005 and recorded in Document No. 2005016317, OPRWC, the Northwest corner of said "0.041 Acre" tract, same being the Southwest corner of herein described tract;

THENCE North 12°27'07" West, with the common line between said "2.86" Acres" and the aforesaid "3.09 Acres - Residue", a distance of 256.51 feet, to a ½" Iron Rod found in the upper South line of aforesaid "52.294 Acres". same being the Northeast corner of said "2.86 Acres", and the Northwest corner of herein described tract:

THENCE North 76°06'57" East with the common line between said "52.294 Acres" and said "3.09 Acres - Residue", a distance of 79.23 feet to a ½" Iron Rod with orange plastic cap stamped "RPLS 4249" found at the Northeast corner of aforesaid "3.09 Acre - Residue", same being the Northwest corner of said "Tract 1 - 0.511 Acre - Residue", and an exterior corner of herein described tract;

THENCE North 76° 07'10" East, with a line for the North line of said "Tract 1 - 0.511 Acre - Residue", passing at an approximate distance of 75.05 feet, the Northeast corner of said "Tract 1 - 0.511 Acre - Residue)". same being the Northwest corner of aforesaid "38.00 Acres - Residue", and continuing with the common line of said "38.00 Acres" and aforesaid "52.294 Acres", for a total distance of 198.19 feet to a 1/2" Iron Rod with orange plastic cap stamped "RPLS 4249" found, being an interior corner of said "52.294 Acres", the Northeast corner of said "38.00 Acres - Residue". and the Northeast corner of herein described tract;

THENCE South 12° 49'06" East, with the common line of said "38.00" Acres - Residue" and the lower West line of said "52.294 Acres", a distance of 256.37 feet to the PLACE OF BEGINNING, containing according to the dimensions herein stated, an area of 1.638 Acres (71,334 square feet).

Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiner information, visible utilities and roadways. Bearings and coordinates shown hereon based on the Texas State Plane Coordinate System (central zone) NAD 83/93 adjustment.

FINAL PLAT OF TOMECEK SUBDIVISION

A SUBDIVISION OF 1.638 ACRES OUT OF THE HARDY PACE SURVEY. ABSTRACT No. 493 WILLIAMSON COUNTY, TEXAS

OWNERS CERTIFICATION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON §

THAT, TOMECEK ELECTRIC MOTOR REPAIR, INC., BONNIE TOMECEK OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 2010028735, 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 TOMECEK SUBDIVISION, LOCATED IN WILLIAMSON COUNTY, TEXAS.

THERE ARE NO LIEN(S) THAT EXIST ON THIS PROPERTY

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _22 DAY OF Utober

Bonnie J. Jomecek

_AUTHORIZED PERSON

THE STATE OF TEXAS COUNTY OF WILLIAMSON

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE LA DAY OF _, 2021.

NOTARY PUBLIC, STATE OF TEXAS

SHARON NEUKAM

SHARON NEUKAM Notary ID #128233295 My Commission Expires April 8, 2022

PRINTED NAME MY COMMISSION EXPIRES: April 8, 2022

SURVEYOR'S CERTIFICATION

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 THE CITY TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 22ND DAY OF 0570 35 2021

"THIS TRACT IS NOT LOCATED IN THE EDWARD AQUIFER RECHARGE ZONE"

BRUCE LANE BRYAN REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4249 STATE OF TEXAS



WILLIAMSON COUNTY - ON-SITE SEWAGE FACILITIES

STATE OF TEXAS

COUNTY OF WILLIAMSON §

KNOW ALL MEN BY THESE PRESENTS

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

TERRON EVERTSON, PE, DR. CFM COUNTY ENGINEER (PRINTED)

DOCUMENTS ASSOCIATED WITH IT.

J. TERRON EVERTSON, PE. DR. OF COUNTY ENGINEER (SIGNATURE)

10/27/2021

ENGINEER'S CERTIFICATION

I, LINA CHTAY, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION, PARCELS ARE NOT ENCROACHED BY A 100 YEAR STORM EVENT, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0534F. EFFECTIVE DATE 12/20/2019

AND THAT EACH LOT CONFORMS TO THE CITY OF TAYLOR REGULATIONS. TO CERTIFY, WHICH, WITNESS MY HAND AND SEAL AT, TAYLOR, WILLIAMSON COUNTY, TEXAS, THIS 2200 DAY

LINA CHTAY REGISTERED PROFESSIONAL ENGINEER NO. 107211 STATE OF TEXAS TBPE FIRM NO. 13392



WILLIAMSON COUNTY JUDGE

§ 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

ROAD NAME AND 911 ADDRESSING APPROVAL

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS

THE 27 DAY OF DC+Obe 5, 2021 A.D.

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.,

_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

NANCY RISTER. CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS BY:

DEPUTY

BRYAN TECHNICAL SERVICES, INC. 911 NORTH MAIN PHONE: (512) 352-9090 TAYLOR, TX 76574 FIRM No. 10128500

www.bryantechnicalservices.com

SHEET 2 OF 2

NO.	DATE	REVISIONS				
DRA	AWN BY:	TLR	CHECKED BY: BLB			
SCA	ALE: =	N/A	APPROVED BY: BLB			
PROJECT NO. 11-008			DATE: JULY 26, 2021			

Meeting Date: 11/16/2021

Final plat for the Santa Rita Ranch Phase 3 Section 3 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 3 Section 3 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 3 development. It consists of 65 single family lots, 1 drainage/open space lot and 2,482 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$661,122.55 has been posted with the County to cover the cost of the remaining construction.

Timeline

2021-09-20 - initial submittal of the final plat

2021-09-20 - receipt of a financial security for the remaining construction

2021-10-20 – 1st review complete with comments

2021-11-03 – 2nd submittal of final plat with signatures

2021-11-09 – 2nd review complete with comments cleared

2021-11-10 – final plat placed on the November 16, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount
	1100011101	= 0 0 0 1 1 1 1 1 1 1	

Attachments

final plat - Santa Rita Ranch Ph 3 Sec 3

Form Review

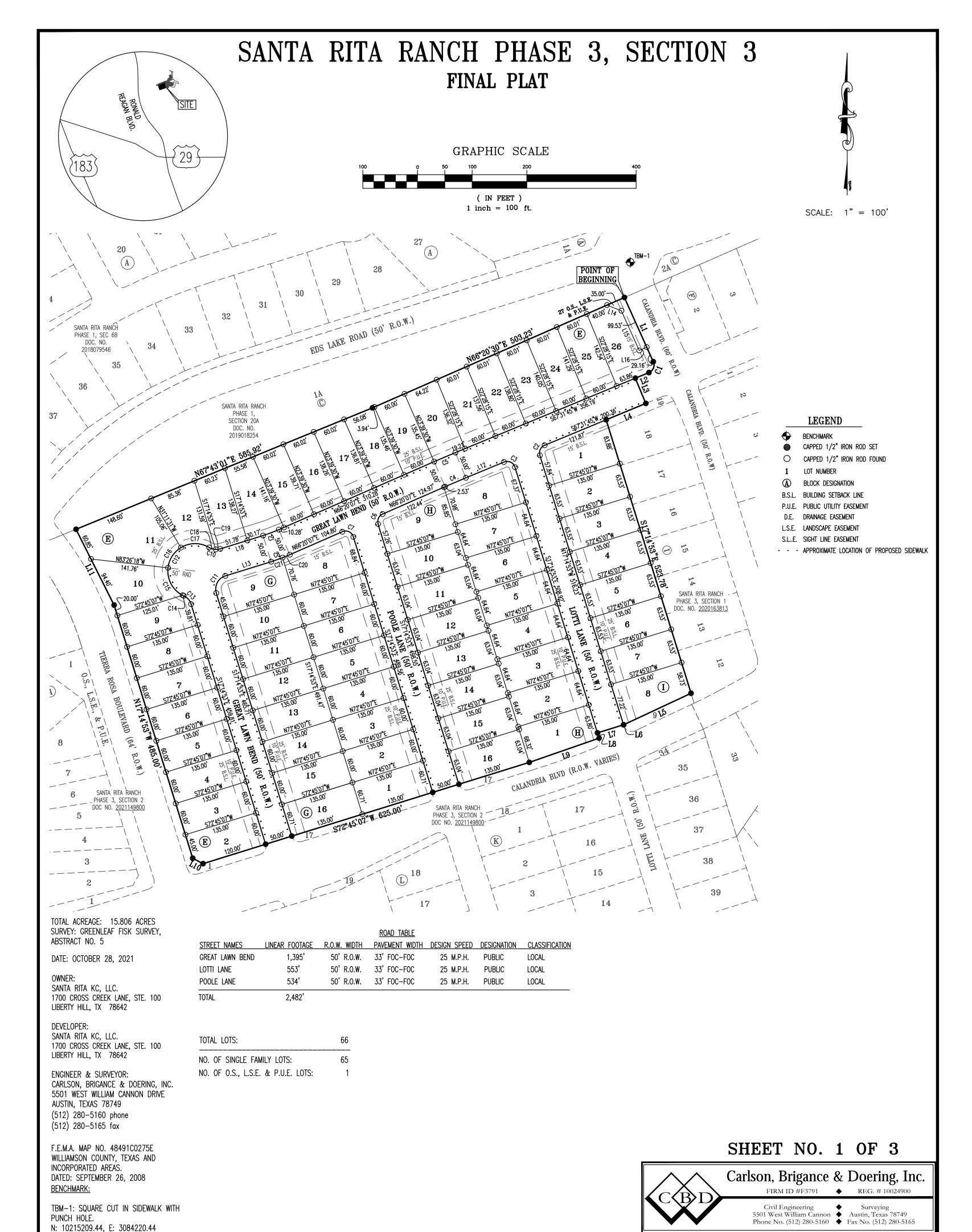
Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 11:36 AM

Form Started By: Adam Boatright Started On: 11/10/2021 11:30 AM

Final Approval Date: 11/10/2021

21.



ELEV = 1002.68' (NAVD88)

SANTA RITA RANCH PHASE 3, SECTION 3 FINAL PLAT

BEING ALL OF THAT CERTAIN 15.806 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF A CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2020084484, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 15.806 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND IN THE NORTHWEST LINE OF SAID 155.03 ACRE TRACT OF LAND, BEING IN THE SOUTHEAST LINE OF SANTA RITA RANCH, PHASE 1, SECTION 20A, A SUBDIVISION RECORDED IN DOCUMENT

NUMBER 2019018254, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, BEING IN THE WEST RIGHT-OF-WAY LINE OF CALANDRIA BOULEVARD (R.O.W. VARIES) AS DEDICATED IN SANTA RITA RANCH PHASE 3, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2020163813, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHERNMOST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT,

THENCE, OVER AND ACROSS SAID 155.03 ACRE TRACT OF LAND, AND WITH THE WESTERN LINE OF SAID SANTA RITA RANCH, PHASE 3, SECTION 1, THE FOLLOWING SIX (6) COURSES AND DISTANCES, NUMBERED 1 THROUGH 6,

- S24'11'26"E, A DISTANCE OF 128.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.01 FEET, AND A CHORD THAT BEARS, S21°40'09"W, A
- DISTANCE OF 21.53 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, S67°31'45"W, A DISTANCE OF 26.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S22°28'29"E, A DISTANCE OF 50.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S67°31'50"W, A DISTANCE OF 78.49 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- S17°14'52"E, A DISTANCE OF 523.77 FEET TO A 1/2 INCH IRON ROD FOUND IN THE SOUTHWEST LINE OF LOT 12, BLOCK I, OF SAID SANTA RITA RANCH, PHASE 3, SECTION 1, BEING AT THE NORTHEAST CORNER OF LOT 9, BLOCK I, SANTA RITA RANCH, PHASE 3, SECTION 2, RECORDED IN DOCUMENT NUMBER 2021149800, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 155.03 ACRE TRACT, AND WITH A NORTHERN AND EASTERN LINE OF SAID SANTA RITA RANCH, PHASE 3, SECTION 2, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES. NUMBERED 1 THROUGH 8.

- S64°57'14"W, A DISTANCE OF 136.26 FEET TO A 1/2 INCH IRON ROD FOUND AT THE EAST TERMINUS OF LOTTI LANE (50' R.O.W.), BEING AT THE NORTHWEST CORNER OF SAID LOT 9,
- S72°45'07"W, A DISTANCE OF 50.00 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERN TERMINUS OF SAID LOTTI LANE,
- S17°14'53"E, A DISTANCE OF 10.09 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S70°50'08"W, A DISTANCE OF 135.08 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S72°45'07"W, A DISTANCE OF 625.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N62°14'53"W, A DISTANCE OF 21.21 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, N17°14'53"W, A DISTANCE OF 485.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- N26'39'43"W, A DISTANCE OF 155.25 FEET TO A 1/2 INCH IRON ROD FOUND IN THE SOUTHEAST LINE LOT 1A, SAID SANTA RITA RANCH, PHASE 1, SECTION 20A, BEING IN THE NORTHWEST LINE OF SAID 155.03 ACRE TRACT, SAME BEING AT THE NORTHERNMOST CORNER OF LOT 1, BLOCK E, SAID SANTA RITA RANCH, PHASE 3, SECTION 2, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, WITH THE NORTHWEST LINE OF SAID 155.03 ACRE TRACT AND WITH THE SOUTHEAST LINE OF SAID SANTA RITA RANCH, PHASE 1, SECTION 20A, THE FOLLOWING TWO (2) COURSES AND DISTANCES, NUMBERED 1 AND 2,

- N67°43'01"E, A DISTANCE OF 585.92 FEET TO 1/2 INCH IRON ROD FOUND FOR CORNER, AND
- N66'20'30"E. A DISTANCE OF 503.23 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.806 ACRES OF LAND.

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 FASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

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 27, BLOCK E, WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
- 3. 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.
- 4. 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 19B/GEORGETOWN UTILITY SYSTEMS.
- 4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19B/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.

	Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA	
C1	24.01	15.00	S21°40'09"W	21.53	15.46	91°43'10'	
C2	22.19	15.00	S25°08'26"W	20.22	13.69	84*46'38'	
C3	24.93	15.00	N64°51'34"W	22.16	16.43	95*13'22'	
C4	41.15	1975.00	S66°55'56"W	41.15	20.58	1*11'38"	
C5	42.19	2025.00	S66°55'56"W	42.19	21.10	1°11'38"	
C6	21.88	15.00	S24°32'37"W	19.99	13.41	83°35'00	
C7	25.24	15.00	N65°27'23"W	22.37	16.78	96°25'00	
C8	36.40	325.00	N69°32'37"E	36.38	18.22	6°25'00"	
C9	30.80	275.00	N69°32'37"E	30.78	15.41	6°25'00"	
C10	21.03	25.00	S83*09'12"E	20.41	11.18	48*11'23	
C11	39.27	25.00	S27°45'07"W	35.36	25.00	90,00,00	
C12	162.65	50.00	S27°45'07"W	99.85	897.21	186*22'4	
C13	21.03	25.00	N41°20'35"W	20.41	11.18	48*11'23	
C14	2.27	50.00	N64°08'07"W	2.27	1.14	2°36'18"	
C15	60.56	50.00	N28°08'08"W	56.92	34.62	69*23'39	
C16	45.59	50.00	N32*41'05"E	44.03	24.52	52°14'47	
C17	54.22	50.00	N89*52'29"E	51.60	30.12	62°08'01	
C18	12.65	25.00	S73°33'28"E	12.52	6.47	28'59'56	
C19	8.37	25.00	N82*20'50"E	8.33	4.23	19*11'27'	
C20	14.24	325.00	S67°35'25"W	14.24	7.12	2°30'37"	
C21	22.16	325.00	S70°47'55"W	22.15	11.08	3*54'23"	

Line Table						
Line #	Length	Direction				
L1	128.70	S24°11'26"E				
L2	26.87	S67*31'45"W				
L3	50.00	S22*28'15"E				
L4	78.49	S67*31'45"W				
L5	136.12	S64*56'46"W				
L6	0.14	S72*45'07"W				
L7	50.00	S72*45'07"W				
L8	10.09	S17*14'53"E				
L9	135.08	S70*50'08"W				
L10	21.21	N62*14'53"W				
L11	155.25	N26°39'43"W				
L12	75.50	S67*31'45"W				
L13	87.86	S72*45'07"W				
L14	28.42	N68*55'28"W				
L15	79.67	S24*11'26"E				
L16	15.00	S65*48'34"W				
L18	81.96	N72°45'07"E				

SHEET NO. 2 OF 3



Carlson, Brigance & Doering, Inc.

Civil Engineering 5501 West William Cannon ♦ Austin, Texas 78749

FIRM ID #F3791

REG. # 10024900

Surveying

SANTA RITA RANCH P	HASE 3, SECTION 3
FINAL I	PLAT
STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS;	
COUNTY OF WILLIAMSON §	THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.DF.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.
I, JAMES EDWARD HORNE, VICE PRESIDENT OF, SANTA RITA KC, LLC, OWNER OF THAT CALLED 155.03 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC., IN DOCUMENT NUMBER 2020084484, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID 15.806 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY CERTIFY THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS, 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:	AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.
"SANTA RITA RANCH PHASE 3, SECTION 3"	STATE OF TEXAS: COUNTY OF WILLIAMSON:
TO CERTIFY WHICH, WITNESS BY MY HAND THIS DAY OF DOCOM, 20 2/.	NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL
SANTA RITA KC, LLC,	#48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
A TEXAS LIMITED LIABILITY COMPANY	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.
BY: MREM TEXAS MANGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER	ENGINEERING BY: The Tolaglacal
	STEVEN P. CATES, P.E. NO. 93648 DATE CARLSON, BRIGANCE & DOERING, INC.
BY:	5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749 STEVEN P. CATES
1700 CROSS CREEK LANE, STE. 100 LIBERTY HILL, TX 78642	93648
LIBERTT FILL, IX 70042	CENSED COMMITTEE COMMITTE
STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS;	CARLSON, BRIGANCE, & DOERING, INC.
COUNTY OF WILLIAMSON §	ID # F3791
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED <u>JAMES EDWARD HORNE</u> , 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.	STATE OF TEXAS: COUNTY OF WILLIAMSON:
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 15th DAY OF November, 2021, A.D.	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.
Susan O. Martin Susan O MARTIN Notary Public, State of Texas	OF THE OF
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS My Commission Expires November 07, 2023 NOTARY ID 1042593-4	SURVEYED BY: Zaoctozi Posici P
	SURVEYED BY: AARON V. THOMASON, R.P.L.S. NO. 6214 CARLSON, BRIGANCE & DOERING, INC. AARON V. THOMASON AARON V. THOMASON 6214 AARON V. THOMASON
	5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749
	aaron@cbdeng.com
CONSENT OF MORTGAGEE	
THE UNDERSIGNED, BEING THE 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.	
SOLLLI FOR THE PORPOSES OF EVIDENCING HIS CONSERT TO THE TERMS AND PROVISIONS HEREOF.	THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW AND/OR APPROVAL IN CONJUNCTION WITH PLANNING
INTERNATIONAL BANK OF COMMERCE,	PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.
A TEXAS BANKING ASSOCIATION	NOV. 4. 2021
BY: As a Property of the state	JOHN BYRUM, DIRECTOR OF RUANNING DATE CITY OF LIBERTY HILL, TEXAS
PRINTED NAME: JASON DANGEL TITLE: FIRST VICE PRESIDENT	
STATE OF TEXAS	ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE DAY OF NOVEMBER, 2021 A.D.
COUNTY OF Traus	
BEFORE ME ON THIS DAY PERSONALLY APPEARED DESCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.	WILLIAMSON COUNTY, TEXAS
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15th DAY OF November, A.D., 2021.	PRINTED NAME: Texesa Baker
BY: Jame & Bull	
NOTARY PUBLIC, STATE OF TEXAS	STATE OF TEXAS §

MY COMMISSION EXPIRES 5-26-2025

JAMIE B. BURKETT

Notary Public, State of Texas Commission Expires 05-26-2025 Notary ID 10868787 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

§ KNOW ALL MEN BY THESE PRESENTS;

COUNTY OF WILLIAMSON

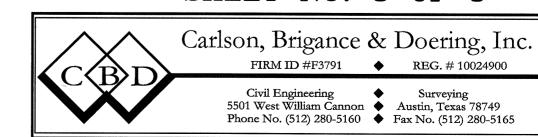
I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____DAY OF _____ 20____, A.D., AT ______ O'CLOCK, ____,M., AND DULY RECORDED THIS THE _____ DAY OF _____ 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. 3 OF 3



Meeting Date: 11/16/2021

Final plat for the Santa Rita Ranch Phase 4 Section 2 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 4 Section 2 subdivision – Precinct 3.

Background

This is the next section of the Santa Rita Ranch Phase 4 development. It consists of 123 single family lots, 6 drainage/open space lots and 8,346 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of \$2,241,912.75 has been posted with the County to cover the cost of the remaining construction.

Timeline

2021-08-26 – initial submittal of the final plat

2021-09-23 – 1st review complete with comments

2021-11-04 – 2nd submittal of final plat with signatures

2021-11-10 – receipt of a financial security for the remaining construction

2021-11-10 - 2nd review complete with comments cleared

2021-11-10 – final plat placed on the November 16, 2021 Commissioners Court agenda for consideration

Fiscal Impact

- 1			— 1.41	
	From/To	Acct No.	Description	Amount

Attachments

final plat - Santa Rita Ranch Ph 4 Sec 2

Form Review

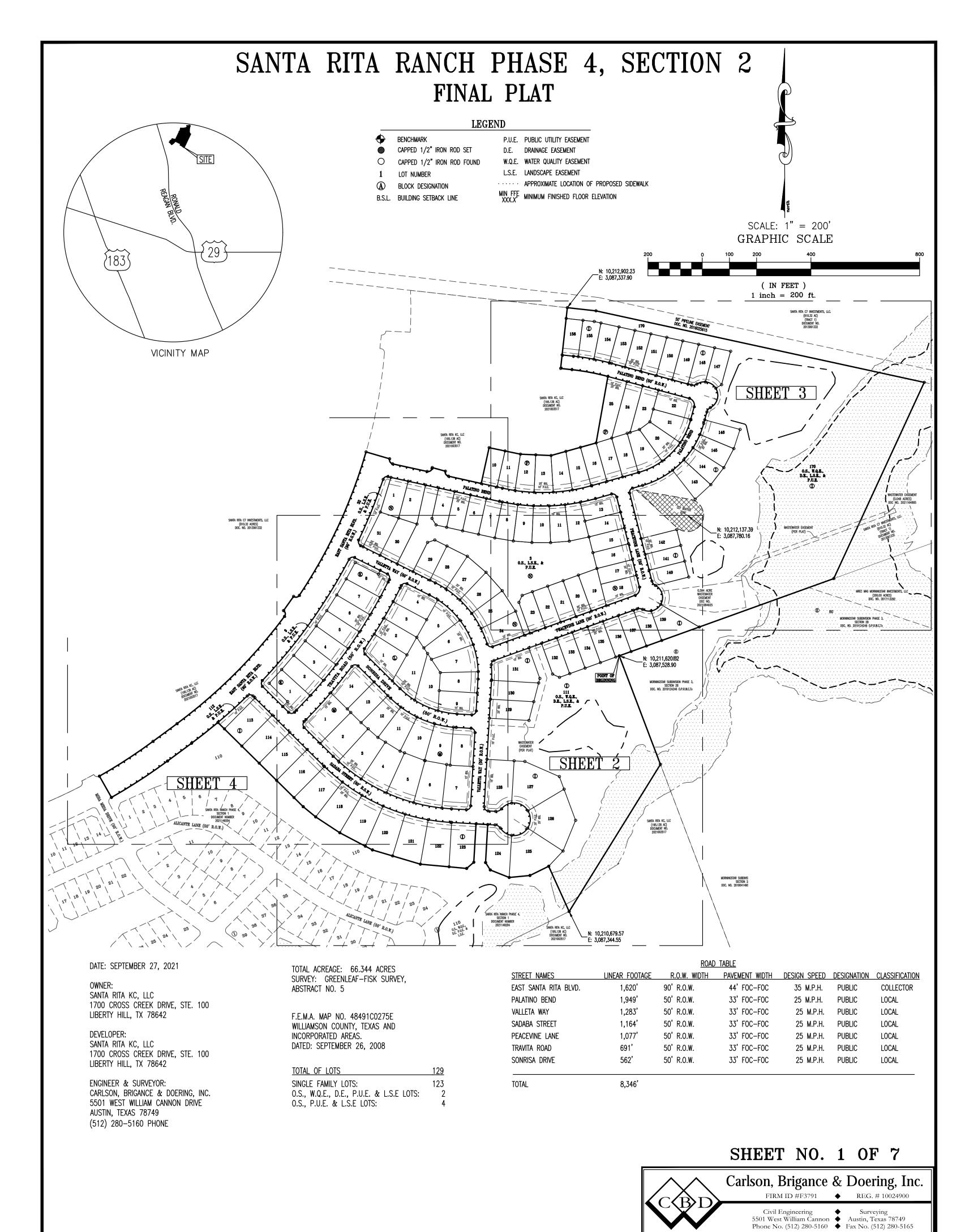
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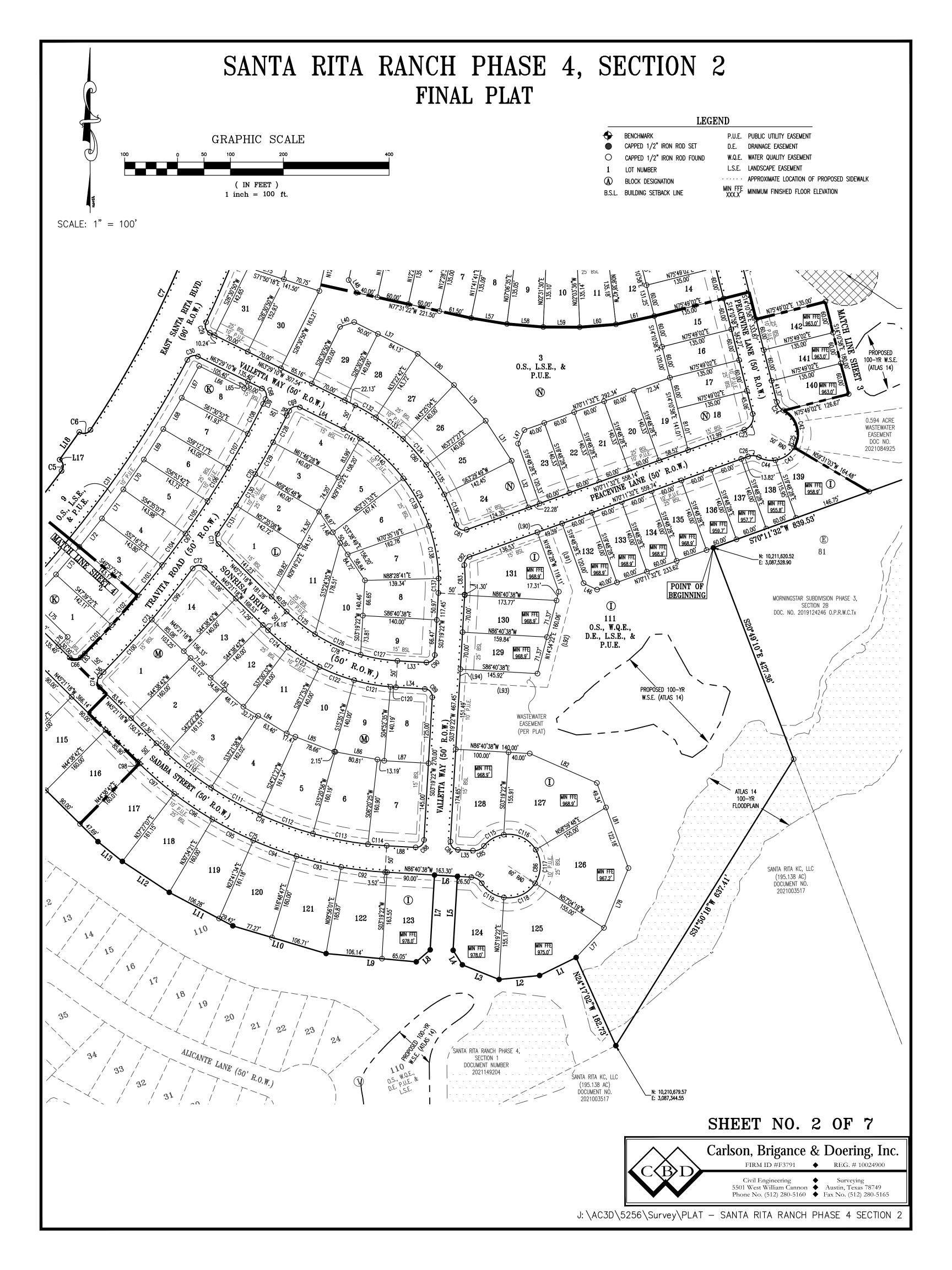
County Judge Exec Asst. Becky Pruitt 11/10/2021 11:50 AM

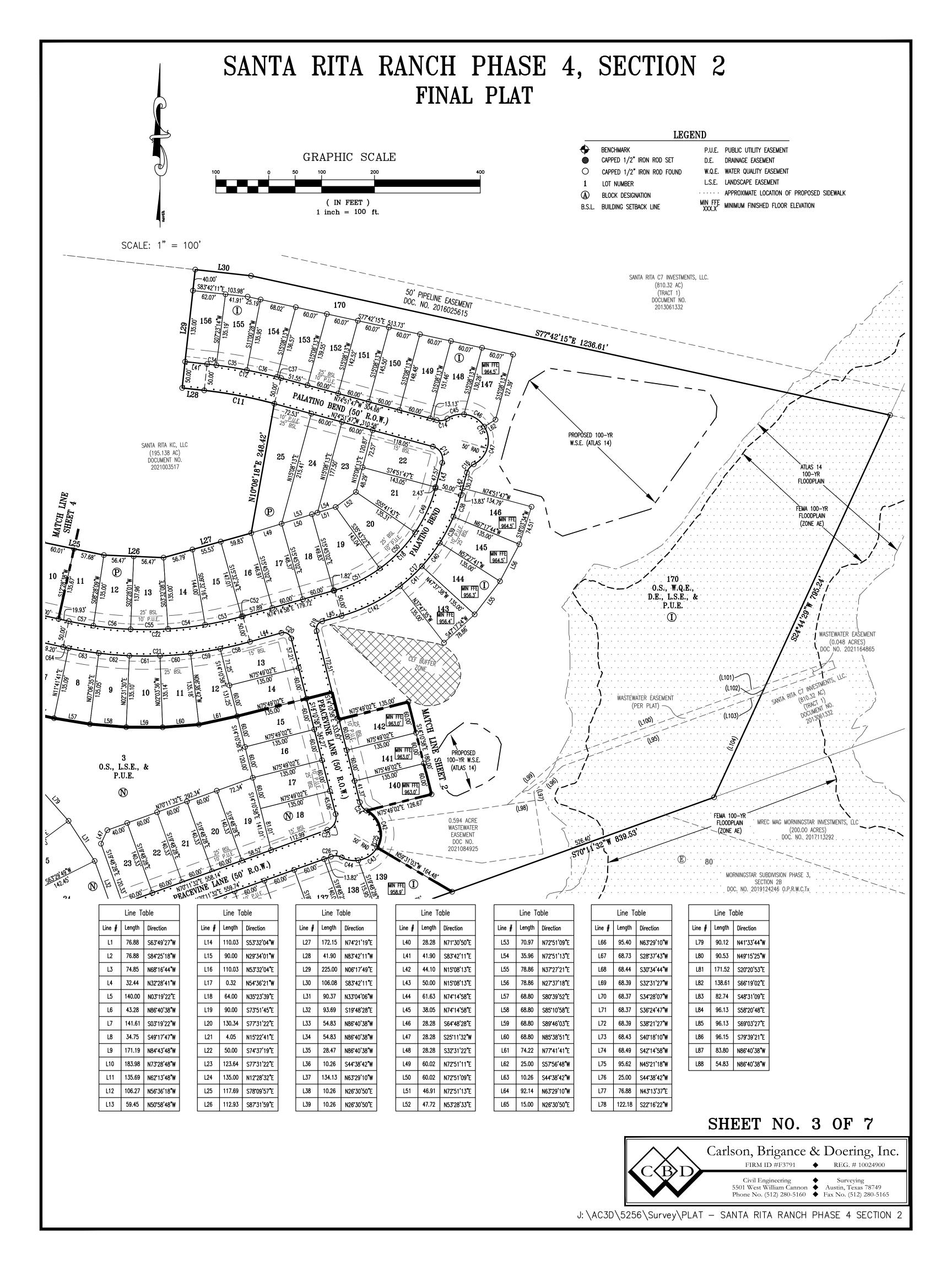
Form Started By: Adam Boatright Started On: 11/10/2021 11:33 AM

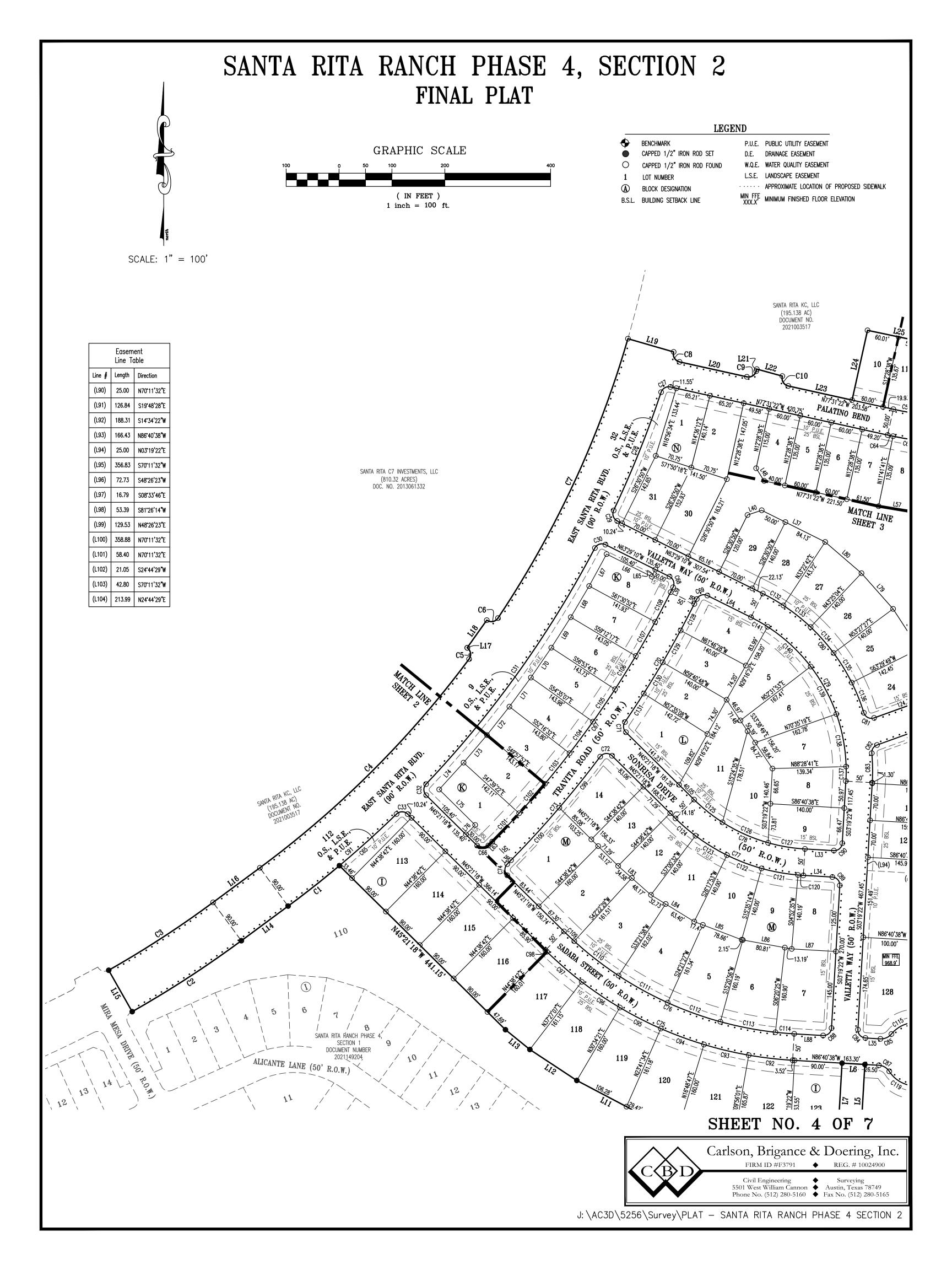
Final Approval Date: 11/10/2021

22.









SANTA RITA RANCH PHASE 4, SECTION 2 FINAL PLAT

			Curve Tal	ole		
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
	123.48	1990.00	S51°45'25"W	123.46	61.76	<i>3</i> °33'19"
C2	246.22	2045.00	S56*59'02"W	246.07	123.26	6'53'54"
C3	235.38	1955.00	N56°59'02"E	235.24	117.83	6'53'54"
C4	560.68	1900.00	N45°04'50"E	558.65	282.39	16'54'28'
C5	23.88	15.00	N08*59'22"W	21.44	15.33	91*13'57
C6	23.99	15.00	N79°34'54"E	21.51	15.43	91°37'30
C7	584.69	1900.00	N24°57'12"E	582.39	294.68	17*37'54
C8	24.52	15.00	S30°41'33"E	21.88	15.99	93*39'37
C9	22.80	15.00	N58*55'39"E	20.67	14.26	87°05'58
C10	24.32	15.00	S31°04'21"E	21.74	15.78	92°54'02
C11	135.00	875.00	N79°16'59"W	134.87	67.64	8*50'24"
C12	142.72	925.00	N79*16'59"W	142.58		
					71.50	8*50'24"
C13	39.27	25.00	N29°51'47"W	35.36	25.00	90'00'00
C14	21.03	25.00	N81°02'32"E	20.41	11.18	48*11'23
C15	162.65	50.00	N29°51'47"W	99.85	897.21	186*22'4
C16	21.03	25.00	S39*13'55"W	20.41	11.18	48*11'23
C17	335.30	325.00	N44°41'36"E	320.63	184.30	59°06'45
C18	283.72	275.00	N44°41'36"E	271.30	155.94	59*06'45
C19	23.15	15.00	S30°02'00"W	20.92	14.60	88*25'55
C20	23.97	15.00	N59°58'00"W	21.50	15.42	91°34'05
C21	357.19	725.00	N88*21'48"E	353.58	182.30	28*13'40
C22	332.55	675.00	N88°21'48"E	329.20	169.72	28*13'40
C23	36.82	25.00	N28°00'17"E	33.58	22.66	84*22'30
C24	21.03	25.00	S38*16'39"E	20.41	11.18	48°11'23
C25	157.74	50.00	N28°00'17"E	100.00	7595.07	180°45'1
C26	21.03	25.00	N85°42'46"W	20.41	11.18	48*11'23
C27	22.00	15.00	S60°27'17"W	20.08	13.52	84°02'44
C28	241.00	1990.00	N21°54'05"E	240.85	120.65	6*56'20"
C29	23.26	15.00	S19°03'28"E	21.00	14.70	88*51'25
C30	23.26	15.00	S72°05'08"W	21.00	14.70	88*51'25
C31	550.33	1990.00	N35°34'46"E	548.58	276.93	15'50'42
C32	23.26	15.00	S00°55'35"E	21.00	14.70	88*51'25
C33	23.26	15.00	N89°47'00"W	21.00	14.70	88*51'25
C34	17.60	925.00	S83*09'29"E	17.60	8.80	1*05'25"
C35	58.45	925.00	S80°48'09"E	58.44	29.24	3°37'14"
C36	58.21	944.93	S77*13'39"E	58.20	29.11	3*31'46"
C37	8.45	403.89	S74°51'47"E	8.45	4.23	1°11'57"
C38	42.93	325.00	S18*55'15"W	42.89	21.49	7*34'03"
C39	55.78	325.00	S27*37'18 " W	55.71	27.96	9*50'03"
C40	55.78	325.00	S37°27'21"W	55.71	27.96	9*50'03"
C41	55.78	325.00	S47*17'24"W	55.71	27.96	9*50'03"
C42	81.03	50.00	S15*56'42"E	72.45	52.56	92*51'17
C43	44.44	50.00	S55*56'32"W	42.99	23.81	50°55'10
C44	32.27	50.00	N80°06'29"W	31.71	16.72	36°58'49
C45	32.97	50.00	N75°50'18"E	32.38	17.11	37°46'55
C46	46.44	50.00	S58°39'43"E	44.79	25.05	53°13'03
C47	83.23	50.00	S15°38'12"W	73.95	54.93	95°22'48
C49	92.00	275.00	S24°43'15"W	91.57	46.43	19*10'04
C50	95.86	275.00	S44°17'27"W	95.38	48.42	19'58'20
C51	95.86	275.00	S64°15'48"W	95.38	48.42	19'58'20
C52	2.48	675.00	S74°21'17"W	2.48	1.24	0°12'38"
C53	70.71	675.00	S77*27'40"W	70.68	35.39	6°00'08"
C54	70.71	675.00	S83°27'48"W	70.68	35.39	6°00'08"
C55	70.71	675.00	S89°27'57"W	70.68	35.39	6°00'08"
C56	70.71	675.00	N84°31'55"W	70.68	35.39	6'00'08"
C57	47.22	675.00	N79°31'36"W	47.21	23.62	4°00'29"
C58	58.00	725.00	S76*32'28"W	57.98	29.01	4°35'01"
C59	56.70	725.00	S81°04'24"W	56.68	28.36	4°28'51"
C60	58.00	725.02	S85°36'20"W	57.99	29.02	4°35'01"
C61	58.01	725.00	N89°48'37"W	57.99	29.02	4° 35'03"
C62	58.01	725.00	N85°13'34"W	57.99	29.02	4°35'04"
C63	58.01	725.00	N80°38'29"W	58.00	29.02	4°35'05"
C64	10.46	725.00	N77*56'09"W	10.46	5.23	0°49'35"
C65						
	145.56	1990.00	N47*53'02"E	145.53	72.81	4*11'28"
C66	23.56	15.00	N89°38'42"E	21.21	15.00	90°00'00
C67	582.27	1840.00	N35°34'46"E	579.84	293.59	18'07'52
C68	23.56	15.00	N18°29'10"W	21.21	15.00	90°00'00
C69	23.56	15.00	S71°30'50"W	21.21	15.00	90°00'00
C70	259.21	1890.00	N30°26'35"E	259.01	129.81	7*51'29"
C71	20.87	15.00	S05°29'29"E	19.23	12.53	79°43'37
C72	25.61	15.00	S85°43'37"W	22.61	17.21	97°50'11
C73	258.50	1890.00	N40°43'37"E	258.30	129.45	7°50'11"
		15.00	i e		I	

			Curve Tab	ole		i
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C75	522.88	725.00	S66°00'58"E	511.62	273.39	41*19'20"
C76	486.82	675.00	S66°00'58"E	476.33	254.54	41°19'20"
C77	270.45	375.00	S66°00'58"E	264.63	141.41	41*19'20"
C78	234.39	325.00	N66°00'58"W	229.35	122.56	41*19'20"
C79	378.96	325.00	N30°04'54"W	357.85	214.33	66°48'32"
C80	303.54	375.00	N40°17'51"W	295.32	160.64	46*22'39"
C81	24.27	15.00	S63°27'29"E	21.71	15.72	92°41'56"
C82	19.74	15.00	S32°29'48"W	18.34	11.59	75*23'29"
C83	55.77	375.00	N00°56'17"W	55.72	27.94	8*31'18"
C84	23.56	15.00	S41°40'38"E	21.21	15.00	90*00'00"
C85	23.55	25.00	N66°20'20"E	22.69	12.73	53*58'05"
C86	301.53	60.00	N03°19'22"E	70.59	43.64	287°56'10"
C87	23.55	25.00	N59°41'35"W	22.69	12.73	53*58'05"
C88	23.56	15.00	N48°19'22"E	21.21	15.00	90*00'00"
C89	23.56	15.00	N41°40'38"W	21.21	15.00	90*00'00"
C90	23.56	15.00	N48°19'22"E	21.21	15.00	90*00'00"
C91	269.04	1990.00	N49°39'41"E	268.84	134.73	7*44'47"
C92	83.65	725.00	N83°22'19"W	83.60	41.87	6'36'39"
C93	87.05	725.00	N76°37'36"W	87.00	43.58	6*52'47"
C94	87.05	725.00	N69°44'49"W	87.00	43.58	6*52'47"
C95	87.05	725.00	N62°52'03"W	87.00	43.58	6*52'47"
C96	87.05	725.00	N55°59'16"W	87.00	43.58	6*52'47"
C97	86.92	725.00	N49°06'49"W	86.86	43.51	6*52'08"
C98	4.10	725.00	N45°31'01"W	4.10	2.05	0*19'27"
C99	123.65	1890.00	S38°40'58"W	123.62	61.84	3*44'54"
C100	134.85	1890.00	S42°36'04"W	134.82	67.46	4*05'17"
C101	73.90	1840.00	N43°29'40"E	73.89	36.95	2*18'04"
C102	74.18	1840.00	N41°11'21"E	74.17	37.09	2*18'35"
C103	74.18	1840.00	N38*52'46"E	74.17	37.09	2*18'35"
C104	74.18	1840.00	N36°34'11"E	74.17	37.09	2*18'35"
C105	74.18	1840.00	N34°15'36"E	74.17	37.09	2*18'35"
C106	74.18	1840.00	N31°57'01"E	74.17	37.09	2*18'35"
C107	74.18	1840.00	N29°38'25"E	74.17	37.09	2*18'35"
C108	63.32	1840.00	N27*29'59"E	63.32	31.66	1*58'18"
C109	26.75	675.00	S46°29'24"E	26.74	13.37	2*16'13"
C110	106.13	675.00	S52°07'46"E	106.02	53.17	9'00'31"
C111	106.13	675.00	S61°08'17"E	106.02	53.17	9'00'31"
C112	106.13	675.00	S70°08'48"E	106.02	53.17	9*00'31"
C113	106.13	675.00	S79*09'19"E	106.02	53.17	9'00'31"
C114	35.55	675.00	S85*10'06"E	35.55	17.78	3'01'03"
C115	44.22	60.00	N60°28'08"E	43.23	23.17	42°13'42"
C116	70.60	60.00	S64*42'36"E	66.59	40.03	67*24'49"
C117	66.95	60.00	S00°57'45"W	63.53	37.44	63*55'53"
C118	68.50	60.00	S65°37'56"W	64.84	38.53	65°24'30"
C119	51.27	60.00	N57*11'11"W	49.72	27.31	48*57'16"
C120	10.17	375.00	N85°54'01"W	10.17	5.08	1°33'13"
C121	70.10	375.00	N79°46'05"W	70.00	35.15	10°42'39"
C122	70.10	375.00	N69°03'27"W	70.00	35.15	10°42'39"
C123 C124	70.10 49.98	375.00 375.00	N58°20'48"W N49°10'23"W	70.00 49.94	35.15 25.03	10°42'39"
C124 C125	49.98 68.83	3/5.00	N49°10°23°W S51°25'18"E	49.94 68.70	34.54	7*38'11"
C125	94.84	325.00	S65°50'56"E	94.51	47.76	12°08'02" 16°43'13"
C126 C127	70.72	325.00				
C127	70.72 56.46	1890.00	S80°26'35"E S27°22'11"W	70.58 56.46	35.50 28.23	12*28'06"
C128	69.09	1890.00	S27'22 11 W S29'16'22"W	69.09	34.55	1°42'42" 2°05'40"
C129	69.09	1890.00	S31°22'02"W	69.09	34.55	2'05'40"
C130	64.57	1890.00	S33°23'36"W	64.57	32.29	
C131				64.57 44.90		1'57'27"
C132	44.93 65.71	375.00 375.00	S60°03'14"E S51°36'07"E	65.62	22.49 32.94	6°51'52" 10°02'23"
C133	65.71			65.63		
C134 C135	65.71	375.00 375.00	S41°33'44"E		32.94	10°02'23"
		375.00	S31°31'22"E	65.62	32.94	10°02'23"
C136	61.49	375.00	S21°48'21"E	61.42	30.81	9°23'39"
C137	27.48	325.00	N00°54'01"E	27.47	13.75	4*50'42"
C138	101.47	325.00	N10°28'00"W	101.06	51.15	17°53'21"
C139	102.43	325.00	N28°26'24"W	102.00	51.64	18'03'26"
C140	111.51 36.07	325.00	N47*17'52"W	110.96 36.05	56.31 18.05	19°39'31"
C141		325.00 325.00	N60°18'24"W			6°21'32"
C142	125.03	JZJ.UU	S63°13'42"W	124.26	63.30	22*02'32"

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 LIENS.
- 5. LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO THE 60' ACCESS EASEMENT RIGHTS RECORDED IN VOLUME 2379 PAGE 530 AND AS AMENDED.

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 WITHIN THIS SUBDIVISION EXCEPT LOT 9, BLOCK K, LOTS 111-112 AND 170, BLOCK I, AND LOTS 3 AND 32, BLOCK N. 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, BRIGANCE & DOERING, INC., DATED NOVEMBER 4, 2020. THE FEMA 100-YR FLOODPLAIN SHOWN ON THE PLAT WAS TAKEN FROM THE FEMA FIRM No. 48491C 0275E, EFFECTIVE SEPTEMBER 26, 2008, AND THE FEMA L.O.M.R. No 16-06-0501P, EFFECTIVE MARCH 2, 2017. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO EITHER THE BASE FLOOD ELEVATION OF THE PROPOSED 100-YR FLOODPLAIN BOUNDARY PER ATLAS 14, OR BY ADDING ONE (1) FOOT TO THE 100-YR WATER SURFACE ELEVATION OF THE WATER QUALITY/DETENTION POND DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED NOVEMBER 4, 2020.
- 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 19B/ GEORGETOWN UTILITY SYSTEMS
- 4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19B/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.

SHEET NO. 5 OF 7



Carlson, Brigance & Doering, Inc.

FIRM ID #F3791

◆ REG. # 10024900

Civil Engineering 5501 West William Cannon ◆ Austin, Texas 78749

Surveying

SANTA RITA RANCH PHASE 4, SECTION 2 FINAL PLAT

BEING A 66.344 ACRE TRACT OF LAND SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 195.138 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC. IN DOCUMENT NUMBER 2021003517, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 66.344 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, AT A 1/2 INCH IRON ROD FOUND AT A SOUTHERN EXTERIOR CORNER OF SAID 195.138 ACRE TRACT, BEING AT THE WESTERNMOST CORNER OF LOT 81, MORNINGSTAR SUBDIVISION, PHASE 3, SECTION 2B, DESCRIBED IN DOCUMENT NUMBER 2019124246, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR A SOUTHERN INTERIOR CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, \$20°49'10"E, WITH THE EAST LINE OF SAID 195.138 ACRE TRACT AND THE WEST LINE OF SAID MORNINGSTAR SUBDIVISION, PHASE 3, SECTION 2B, A DISTANCE OF 427.36 FEET, PASSING AT 359.14 FEET CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER.

THENCE, S31°50'18"W, OVER AND ACROSS SAID 195.138 ACRE TRACT OF LAND, A DISTANCE OF 637.41 FEET TO A 1/2 INCH IRON ROD FOUND AT THE EASTERNMOST CORNER OF LOT 110, BLOCK I, SANTA RITA RANCH PHASE 4, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2021149204, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, CONTINUING OVER AND ACROSS SAID 195.138 ACRE TRACT OF LAND, WITH THE NORTHEASTERN AND NORTHWESTERN LINES OF SAID SANTA RITA RANCH PHASE 4, SECTION 1, THE FOLLOWING NINETEEN (19) COURSES AND DISTANCES, NUMBERED 1 THROUGH 19,

- N24°17'02"W, A DISTANCE OF 182.73 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S63'49'27"W, A DISTANCE OF 76.88 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S84°25'18"W, A DISTANCE OF 76.88 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N68'16'44"W, A DISTANCE OF 74.85 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, N32°28'41"W, A DISTANCE OF 32.44 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- NO3'19'22"E, A DISTANCE OF 140.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N86'40'38"W, A DISTANCE OF 43.28 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S03'19'22"W, A DISTANCE OF 141.61 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- S49°17'47"W, A DISTANCE OF 34.75 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N84°43'48"W, A DISTANCE OF 171.19 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N73'28'48"W, A DISTANCE OF 183.98 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER. N62'13'48"W, A DISTANCE OF 135.69 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N56'36'18"W, A DISTANCE OF 106.27 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N50°58'48"W, A DISTANCE OF 59.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER,
- N45'21'18"W, A DISTANCE OF 441.15 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
- ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1990.00 FEET, AN ARC LENGTH OF 123.48 FEET, AND A CHORD THAT BEARS S51*45'25"W, A DISTANCE OF 123.46 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER.
- 17) S53*32'04"W, A DISTANCE OF 110.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE BEGINNING OF A CURVE TO THE RIGHT,
- 18) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2045.00 FEET, AN ARC LENGTH OF 246.22 FEET, AND A CHORD THAT BEARS S56*59'02"W, A DISTANCE OF 246.07 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE SOUTH TERMINUS OF EAST SANTA RITA BOULEVARD (90' R.O.W.), AND
- 19) N29°34'01"W, A DISTANCE OF 90.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE NORTH TERMINUS OF SAID EAST SANTA RITA BOULEVARD, BEING AT THE BEGINNING OF A CURVE TO THE LEFT, SAME BEING IN THE NORTHWESTERN LINE OF SAID 195.138 ACRE TRACT,

THENCE, WITH THE NORTHWESTERN LINE OF SAID 195.138 ACRE TRACT, THE FOLLOWING EIGHT (8) COURSES AND DISTANCES, NUMBERED 1 THROUGH 8,

- 1) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1955.00 FEET, AN ARC LENGTH OF 235.38 FEET, AND A CHORD THAT BEARS N56*59'02"E, A DISTANCE OF 235.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED
- N53°32'04"E, A DISTANCE OF 110.03 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1900.00 FEET, AN ARC LENGTH OF 560.68 FEET, AND A CHORD THAT BEARS N45'04'50"E, A DISTANCE OF 558.65 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- 4) ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.88 FEET, AND A CHORD THAT BEARS NO8'59'22"W, A DISTANCE OF 21.44 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- N54'36'21"W, A DISTANCE OF 0.32 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- N35°23'39"E, A DISTANCE OF 64.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.99 FEET, AND A CHORD THAT BEARS N79°34'54"E, A DISTANCE OF 21.51 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SÉTSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT, AND
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1900.00 FEET, AN ARC LENGTH OF 584.69 FEET, AND A CHORD THAT BEARS N24*57'12"E, A DISTANCE OF 582.39 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER.

THENCE, CONTINUING OVER AND ACROSS SAID 195.138 ACRE TRACT OF LAND, THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES, NUMBERED 1 THROUGH 16,

- S73°51'45"E, A DISTANCE OF 90.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.52 FEET, AND A CHORD THAT BEARS S30°41'33"E, A DISTANCE OF 21.88 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- S77°31'22"E, A DISTANCE OF 130.34 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- ALONG SAID CURVE TO THE LEFT. HAVING A RADIUS OF 15.00 FEET. AN ARC LENGTH OF 22.80 FEET. AND A CHORD THAT BEARS N58'55'39"E, A DISTANCE OF 20.67 FEET. TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- N15'22'41"E, A DISTANCE OF 4.05 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- S74°37'19"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 24.32 FEET, AND A CHORD THAT BEARS S31°04'21"E, A DISTANCE OF 21.74 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- S77°31'22"E, A DISTANCE OF 123.64 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- N12'28'32"E, A DISTANCE OF 135.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- S78*09'57"E. A DISTANCE OF 117.69 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER.
- 11) S87'31'59"E, A DISTANCE OF 112.93 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, N74'21'19"E, A DISTANCE OF 172.15 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- N10°06'18"E, A DISTANCE OF 248.42 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER AT THE BEGINNING OF A CURVE TO THE LEFT,
- ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 875.00 FEET, AN ARC LENGTH OF 135.00 FEET, AND A CHORD THAT BEARS N79°16'59"W, A DISTANCE OF 134.87 FEET, TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- N83'42'11"W, A DISTANCE OF 41.90 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, AND
- NO6°17'49"E, A DISTANCE OF 225.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE NORTHERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, BEING IN THE NORTHERN LINE OF SAID 195.138 ACRE TRACT OF LAND,

THENCE, WITH THE NORTHERN, SOUTHEASTERN, AND SOUTHERN LINES OF SAID 195.138 ACRE TRACT OF LAND, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4,

- S83°42'11"E, A DISTANCE OF 106.08 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER,
- S77°42'15"E, A DISTANCE OF 1236.61 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR THE WESTERNMOST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,
- S24°44'29"W, A DISTANCE OF 795.24 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" FOR CORNER, S70°11'32"W, A DISTANCE OF 839.53 FEET TO THE POINT OF BEGINNING AND CONTAINING 66.344 ACRES OF LAND.

SHEET NO. 6 OF 7



SANTA RITA RANCH PHASE 4, SECTION 2 FINAL PLAT

	STATE OF TEXAS:
STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS;	COUNTY OF TRAVIS:
COUNTY OF WILLIAMSON § I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC. OWNER THAT CERTAIN CALLED 195.138 ACRE TRACT OF LAND CONVEYED	A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.
IN DOCUMENT NUMBER 2021003517, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE, 66.344 ACRE SAID TRACTS AS 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	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.
"SANTA RITA RANCH PHASE 4, SECTION 2 FINAL PLAT"	ENGINEERING BY: Live J. Cates 9/27/2021
CANTA KITA KANGIT TITAGE 4, GEOTION 2 TIMAE TEAT	STEVEN P. CATES, P.E. NO. 93648 DATE
TO CERTIFY WHICH, WITNESS BY MY HAND THIS 27 DAY OF Septum, 20 21	CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE, AUSTIN, TEXAS 78749 STEVEN P. CATES 93648
SANTA RITA KC, LLC. A TEXAS LIMITED PARTNERSHIP	ONAL ENGLISH
BY: MREM TEXAS MANAGER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER	CARLSON, BRIGANCE, & DOERING, INC. ID # F3791
BY:	THE FLOOR STATEMENT AS DETERMINED BY A HALD FLA FLOOR MOURANCE DATE HAD DOES NOT HIRLY THE DROPERTY
JAMES EDWARD HORNE, VICE PRESIDENT 1700 CROSS CREEK LANE, STE. 100 LIBERTY HILL, TX 78642	THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.DF.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.
STATE OF TEXAS §	THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.
COUNTY OF WILLIAMSON §	
BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED <u>JAMES EDWARD HORNE</u> , 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 CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.	STATE OF TEXAS: COUNTY OF TRAVIS:
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 27th DAY OF EPTENBER, 20 21 A.D.	I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF
Wina D Marti	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.
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS SUSAN O MARTIN Notary Public, State of Texas My Commission Expires November 07, 2023 November 07, 2023	
NOTARY ID 1042593-4	Tr. G STEP +
	SURVEYED BY: CZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZZ
CONSENT OF MORTGAGEE	CARLSON, BRIGANCE & DOERING, INC. 5501 WEST WILLIAM CANNON DRIVE,
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,	AUSTIN, TEXAS 78749 agron@cbdeng.com
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 TEDUC AND DROVICIONS NEDECT	
THE TERMS AND PROVISIONS HEREOF.	
INTERNATIONAL BANK OF COMMERCE,	
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY:	
INTERNATIONAL BANK OF COMMERCE,	STATE OF TEXAS COUNTY OF WILLIAMSON
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASON Many 1672	
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASON ROWGET TITLE: FLEST VILE PRES NOOT 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
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASON ROWGEL TITLE: FLEST VILE PRES NOOT STATE OF TEXAS COUNTY OF TYONIS	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
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASON ROWGET TITLE: FLEST VILE PRES NOOT 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,
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: LASA CONCECT TITLE: FLEST VILE PRES NOOT STATE OF TEXAS COUNTY OF LYOVIS BEFORE ME ON THIS DAY PERSONALLY APPEARED JASON Range, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORECOING INSTRUMENT AND ACKNOWLEDGED TO WE THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF SEPTEMBER., A.D., 20 21.	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
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASAN CLOUBER TITLE: ELEST VILE PRES NOOT STATE OF TEXAS COUNTY OF Travis BEFORE ME ON THIS DAY PERSONALLY APPEARED JASAN Range, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORECOING INSTRUMENT AND ACKNOWLEDGED TO WE THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF SECTION DEXT., A.D., 20.21. BY: March Herein Expressed.	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 WILLIAMSON COUNTY, TEXAS STATE OF TEXAS §
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASON CLANGEL ITTLE: FLEST VILLE PRES NOOT 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 WE THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF SECTEMBER. A.D., 20 21. BY: ALBERTAL HERNANDEZ NOTARY PUBLIC, STATE OF TEXAS BRINTED NAME: AVOICE IT HERMANDEZ ROTARY PUBLIC, STATE OF TEXAS BRINTED NAME: AVOICE IT HERMANDEZ ROTARY PUBLIC, STATE OF TEXAS BRINTED NAME: AVOICE IT HERMANDEZ Commission Biology 2014 Section (1923)	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 WILLIAMSON COUNTY, TEXAS
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASON CONGET TITLE: FLOST VILLE PRES YDEAT STATE OF TEXAS COUNTY OF TYONIS BEFORE ME ON THIS DAY PERSONALLY APPEARED JASON ROTHER THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF SECRETARY PUBLIC, STATE OF TEXAS NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME: Avacali Hernandez NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME: Avacali Hernandez NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME: Avacali Hernandez NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME: Avacali Hernandez NOTARY PUBLIC, 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 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,
INTERNATIONAL BANK OF COMMERCE, A TEXAS BANKING ASSOCIATION BY: PRINTED NAME: JASON ROUGHT ITTLE: FLEST VILE PRES IDEAT STATE OF TEXAS. COUNTY OF IVOULS BEFORE ME ON THIS DAY PERSONALLY APPEARED JASON ROUGHEDED TO WE THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27 DAY OF SECRETARY A.D., 20 20 BY: Wasel Hernander NOTARY PUBLIC, STATE OF TEXAS PRINTED NAME: Avacel Hernander	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 WILLIAMSON COUNTY, TEXAS STATE OF TEXAS \$ KNOW ALL MEN BY THESE PRESENTS; COUNTY OF WILLIAMSON \$
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SHEET NO. 7 OF 7



Meeting Date: 11/16/2021

DEMS Award recognition

Submitted By: Richard Semple, Information Technology

Department: Information Technology **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on recognizing staff from the District Attorney, County Attorney, and Technology Services for winning two national awards for the County's Digital Evidence Management System (DEMS).

Background

Williamson County's Digital Evidence Management (DEMS) application was selected for two national awards recently: MCCI's 2021 Automation Project of the Year Award winner and State Scoop 2021 Local Smart Award. These achievements were made possible through the excellent teamwork between the County Attorney, District Attorney, and Technology Services.

The Automation Project of the Year Award - encompasses the essence of ROI, teamwork, and process improvement.

Nationwide Local Smart Award- recognizing projects that change the way citizens receive services or how local government operates.

Williamson County, Texas, digitally transformed the evidence lifecycle management for the County and District Attorneys' offices with secure online portals for law enforcement agencies and defense attorneys as digital records are uploaded by agencies and shared with approved parties. The portals allow internal agencies to transfer any case-related digital files with agencies nationwide.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/09/2021 04:22 PM

Form Started By: Richard Semple Started On: 11/09/2021 03:18 PM

Final Approval Date: 11/09/2021

23.

Meeting Date: 11/16/2021 GIS Day 2021 Proclamation

Submitted By: Richard Semple, Information Technology

Department: Information Technology **Agenda Category:** Regular Agenda Items

Information

24.

Agenda Item

Discuss, consider, and take appropriate action on recognizing November 15-19 as Geography Awareness Week and November 17 as Geographic Information Systems (GIS) Day.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GIS Day Proclamation

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/09/2021 04:22 PM

Form Started By: Richard Semple Started On: 11/09/2021 03:27 PM

Final Approval Date: 11/09/2021

Proclamation

GEOGRAPHIC INFORMATION SYSTEMS DAY

WHEREAS, Geography Awareness Week is November 15–19; and

WHEREAS, National Geographic Information Systems (GIS) Day is November 17, 2021; and

WHEREAS, geography has played a defining role in the settlement, history, and cultural heritage of Williamson County; and,

WHEREAS an understanding of geographic concepts is crucial to maintaining efficient use of County resources, continued economic prosperity, and the general health and well-being of its citizens; and,

WHEREAS, the management, use, and exchange of geographic information is essential for effective decision-making by city, county, state and federal government and,

WHEREAS, computerized GIS technologies provide more efficient means of managing geographic information, and enable government to do more with limited resources; and

WHEREAS, Williamson County is committed to expanding the use of GIS and related technologies to County departments to improve operations in order to better serve its citizens.

NOW, THEREFORE, I, Bill Gravell Jr., County Judge of Williamson County, Texas, do hereby proclaim November 17, 2021, as GIS DAY.

Bill Gravell Jr.	
Williamson County Judge	

Meeting Date: 11/16/2021

FY22 Capital Improvement Program

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

26.

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 11/04/2021 08:18 AM

Form Started By: Tomika Lynce Started On: 11/03/2021 04:30 PM

Meeting Date: 11/16/2021

WPT1

Submitted For: Rebecca Clemons Submitted By: Rebecca Clemons,

Human Resources

27.

Department: Human Resources **Agenda Category:** Regular Agenda Items

Information

Agenda Item

10:00 am Conduct public hearing relating to a request from Williamson County Pre-Trial Services to convert Court Specialist PCN.0180 from one full time position into two part-time positions and discuss (1) the reason for the position changes, including the public purpose that will be served by making the change; and (2) the exact amount of the changes, the sources of any additional funds needed, and the terms for distribution of the excess funds that effect and maintain the public purpose to be served by making the payments.

Background

- 1. The reason for the request to split the one full time position into two part-time positions is a competitive job market and increased flexibility to cover evening and weekend shifts.
- 2. There is a total decrease of \$34.77 and the current amount budgeted for benefits of \$10,128 would go unused for the rest of the year. The current budgeted salary of \$36,400 would be split between two positions, minus \$28.08 plus the reductions of \$2.15 from FICA and \$4.54 in retirement and will be paid through the normal bi-weekly payroll. The public purpose served by converting the position to two part-time positions is to increase the department's ability to hire qualified applicants and retain current staff by adding flexibility to their schedules.

Fiscal Impact

From/To Acct No. Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/09/2021 01:14 PM

Form Started By: Rebecca Clemons Started On: 11/09/2021 08:35 AM

Meeting Date: 11/16/2021

WPT2

Submitted For: Rebecca Clemons Submitted By: Rebecca Clemons,

Human Resources

28.

Department: Human Resources **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on converting PCN.0180, Court Specialist, into two part-time positions.

Background

The Williamson County Pre-Trial Services Office has consistently had trouble recruiting and retaining staff in this role. By converting the full-time position into two part-time positions, they will try to allow for a better work/life balance for existing staff, as well as provide more support during critical times for the office.

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 11/09/2021 01:14 PM

Form Started By: Rebecca Clemons Started On: 11/09/2021 08:37 AM

Meeting Date: 11/16/2021

WPT3

Submitted For: Rebecca Clemons Submitted By: Rebecca Clemons,

Human Resources

29.

Department: Human Resources **Agenda Category:** Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Williamson County Pre-Trial Services.

Background

The current budget on the position is \$36,400 in 1100. The office has requested to have two part time positions at a rate of \$17.06. This allows for one 20 hour a week slot at \$17,742.40 and one 21 hour a week slot at \$18,629.52.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0591.001100	Full time Salaries	\$36,371.92
То	0100.0591.001101	Part-time Salaries	\$36,371.92

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/09/2021 01:15 PM Human Resources (Originator) Rebecca Clemons 11/10/2021 08:30 AM

Form Started By: Rebecca Clemons Started On: 11/09/2021 08:38 AM

Meeting Date: 11/16/2021

2013 Park Bond Transfer

Submitted By: Tomika Lynce, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

30.

Agenda Item

Discuss, consider and take appropriate action on approving a 2013 Park Bond transfer to move \$8,725.48 from P474 (Expo Horse Stall Barn) to P475 (Expo East Concession & Restrooms).

Background

This transfer is needed to procure furnishings for the Concession Building (P475).

Fiscal Impact

- 1				
	From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 07:56 AM

Form Started By: Tomika Lynce Started On: 11/09/2021 02:36 PM

Meeting Date: 11/16/2021

Purchase of a Replacement Generator through Motorola Solutions, Inc. for Wireless Services

Tower

Submitted For: Joy Simonton Submitted By: Andrew Portillo,

Purchasing

31.

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on approving the replacement service agreement between Williamson County and Motorola Solutions, Inc. to provide the replacement of an existing generator in the amount of \$177,270.00 per the terms of DIR Contract #DIR-TSO-4101 and authorizing the execution of this agreement.

Background

This agreement will provide a replacement generator at the Wireless Services Tower located at 7800 CR 424 Thrall 76578 per the proposal attached. Replacement unit is a **Generac Generator 80KW**, 120/240V. Department Point of Contact Thomas Piche. Funding Source 01.0507.0507.054510 for FY22.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 11/10/2021 09:29 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 10:32 AM

Form Started By: Andrew Portillo Started On: 11/03/2021 08:54 AM

THE STATE OF TEXAS § COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS, INC. CONTRACT RELATED TO GENERATOR REPLACEMENT (Thrall) (DIR-TSO-4101)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors 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, and the Texas Transportation Code, the Texas Health & Safety Code.

THIS CONTRACT is made and entered into by and between **Williamson County**, **Texas** (hereinafter "CUSTOMER" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "MOTOROLA"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: 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. In the event of a conflict between the documents listed in this paragraph, the order of precedence of the documents expressly incorporated (as if copied in full) into this Agreement shall be as follows:

- A. DIR-TSO-4101 (and relevant terms and conditions contained therein).
- B. MOTOROLA Proposal/SOW, dated April 22, 2021; and
- C. This Williamson County Contract Addendum.

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court which shall not be unreasonably withheld.

IV.

Compliance with All Laws: MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

VI.

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.

VII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of equipment & services rendered and goods actually received.

Right to Audit: MOTOROLA agrees that Customer 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 MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits.

IX.

Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a MOTOROLA does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MOTOROLA, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the MOTOROLA.

To the extent, if any, that any provision in this Agreement or MOTOROLA's proposal(s) or quotes 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 Williamson County, 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 items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data

furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

X.

Mediation: Disputes shall be handled in accordance with Appendix A, Section 11.A of DIR Contract number DIR-TSO-4101.

XI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

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: MOTOROLA:	Charles Man
Authorized Signature	Authorized Signature
Date: , 2021	Date: November 9November 9,
2021	

EXHIBIT MOTOROLA Proposal/SOW, dated April 22, 2021 (Incorporated herein as if copied in full)



WILLIAMSON COUNTY

THRALL GENERATOR REPLACEMENT

APRIL 22, 2021

The design, technical, pricing, and other information ("Information") furnished with this budgetary submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publidy or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions. The Information provided in this budgetary submission is provided for evaluation purposes only and does not constitute a binding offer to sell or license any Motorola Solutions product or services. Motorola Solutions is making no representation, warranties, or commitments with respect to pricing, products, payment terms, credit, or terms and conditions. A firm offer would require more information and further detailed analysis of the requirements.

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Motorola Solutions, Inc. 2120 W Braker Lane Austin Texas 78758 USA

April 22, 2021

Thomas Piche Williamson County Emergency Services 3171 SE Inner Loop Georgetown, TX 78626

RE: Williamson County (Thrall) Generator Replacement

Dear Mr. Piche,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed budgetary proposal for the Thrall Generator Replacement. This Proposal consists of this cover letter, the Statement of Work, the System Description, Equipment List, and budgetary pricing summary and will remain valid for a period of Thirty (30) days from the date of this letter.

The information provided in this submission is provided for evaluation and budgetary purposes only and does not constitute a binding offer to sell or license any Motorola product or services. A final proposal would be subject to the terms and conditions of the Texas DIR-TSO-4101 Contract and its Exhibits. A firm offer would require more information and further detailed analysis of the requirements.

For any issues or concerns please contact your Account Manager, John Wells, at (210) 391-4931.

Sincerely,

MOTOROLA SOLUTIONS, INC.

Chris Matthieu

Area Sales Manager

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SECTION 1

SYSTEM DESCRIPTION

PROPOSED SOLUTION 1.1

Motorola is pleased to provide to Williamson County this proposal for the replacement of the existing generator at the Thrall location. The generator will be sized a 1 phase 80KW Generator to align with the lifecycle plan for the county. Along with the generator replacement, a new automatic transfer switch (ATS) and a generator plug shall be installed in the event a failure to the generator occurs.

With the upsize of the generator, the site must also increase the electrical power for the site from 200A to 300A. The customer shall work with their electrical service provider to implement the increase in service. A detailed description of the task included in the scope above can be found in the Statement of Work section. Motorola has included 3 diagrams to summarize the scope of work as well.

1.2 **EQUIPMENT LIST**

Motorola and its partner Enertech will provide the following equipment as part of the generator replacement:

- (1) 1-PH 80 KW Diesel generator Indoor with 189 Gal Tank
- (1) 300A AT, 120/240V 1-PH
- (1) Generator Plug
- (1) 400A Manual Transfer Switch
- (1) 300A Breaker Panel with capacity for 45 circuits

SECTION 2

STATEMENT OF WORK

2.1 MOTOROLA RESPONSIBILITY

Listed below is the scope of work for the tasks involved for this generator replacement.

Engineering

 Provide PE sealed drawings for the following SOW. Submit for permit for the following SOW.

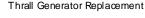
Construction

Reference attached sketch with keyed notes.

- Replace existing 200A, 1 PH, meter and disconnect with new 300A, 1PH, 120/240V meter and 300A fused disconnect with 300A fuses. (Coordinate with local utility provider)
- Remove existing 2" PVC and install new 3" PVC conduit and 350 KCMIL, #5G in 3" PVC to shelter (approx. 23LF)
- Replace existing interior 200A/2P circuit breaker disconnect with new 300A/2P circuit breaker disconnect.
- Remove existing indoor Generac Generator and install new Generac Generator (80KW, 120/240V) and 189 Gal. diesel sub-base tank. (Contractor to verify new engine vent location with installation)
- Remove existing ATS and misc. conduit and install new 300A, 1PH ATS and 3" conduit
- Provide and install new 300A, 1PH 120/240V, manual transfer switch on existing generator room exterior shelter wall
- Provide and install 300A pin and sleeve receptacle (Appleton model AR40XX or approved equal) (Confirm customer-owned portable generator requirements for compatibility with customer)
- Provide and install control receptacle for start/stop of generator (NEMA L5-20R or approved equal)
- Relocate existing surge protection and power alarm circuits to new 300A panel
- Existing conduit and conductors to be replaced as required.
- Replace grounding on main panel and first sub-panel as required to meet minimum bend radius of 4".
- Dispose of existing generator and ATS following removal.
- Fill diesel tank of new sub-base tank once.

2.2 CUSTOMER RESPONSILITIES

- Supply and install new single phase HVAC units at the time of the electrical system upgrade. Existing HVAC systems will not operate with the new electrical system.
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall



- review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Provide property deed or lease agreement, and boundary survey, along with existing asbuilt drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- If necessary, upgrade the existing grounding and transient voltage suppression systems
 to Motorola's current R56 Standards, and supply a single point system ground, of ten
 (10) ohms or less, to be used on all fixed equipment supplied under this proposal.
- Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Proposal includes standard manufacturer generator warranty. Any additional maintenance outside of manufacturer warranty will be a customer responsibility.

2.3 ASSUMPTIONS

- The soil resistivity at the site is sufficient to achieve resistance of ten (10) ohms or less
 with a standard ground rod installation. Communications site grounding will be designed
 and installed per Motorola's Standards and Guidelines for Underground utilities are not
 present in the construction area, and as such no relocation will be required. Includes
 septic systems and irrigation systems. Location of existing utilities is not included unless
 specifically stated.
- No prevailing wage, certified payroll, mandatory union workers or mandatory minority
- workers are required for this work.
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at
 jointly agreed to location within or around the new communications shelter or equipment
 room.
- Site will have adequate electrical service for the new components. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.

- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing site has adequate room to expand and install the new components, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, right-of-ways, or property lines.
- AM detuning or electromagnetic emission studies will not be required.
- Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.
- Foundations for shelters, generators, and fuel tanks are based on "normal soil" conditions as defined by TIA/EIA 222. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.

SECTION 3

SERVICE/WARRANTY

The terms and conditions of the warranty on the proposed generator are based on the manufacturer provided warranty. No additional warranty/maintenance has been included above the standard manufacturer warranty.

SECTION 4

PRICING SUMMARY

Motorola's system solution and services are priced as follows:

Total solution price per equipment and services outlined in this proposal

Description	Price
Thrall Generator	
System Total (Services & Equipment)	\$196,161.00
DIR Contract Discount	(\$18,891.00)
TOTAL	\$177,270.00
Project price breakdown:	
Equipment	\$55,356.00
Services	\$121,914.00

Meeting Date: 11/16/2021

Simon Lakeline Mall Vehicle Reimbursement Agreement for County Sheriff

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

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

32.

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Simon Lakeline Mall for off duty contracting of County Sheriff Deputies to be effective November 16, 2021.

Background

This agreement gives permission for Simon Lakeline Mall to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies vehicle usage. This agreement will begin on November 16, 2021 and will terminate on September 30, 2022.

Fiscal Impact

	From/To	Acct No.	Description	Amount
- 1				

Attachments

Simon Lakeline Mall

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/08/2021 08:33 AM

Form Started By: Starla Hall Started On: 11/06/2021 10:58 PM

STATE OF TEXAS VEHICLE REIMBURSEMENT

88888 AGREEMENT WITH

NON-GOVERNMENTAL

ORGANIZATION

§ REGARDING OFF-DUTY

COUNTY OF WILLIAMSON CONTRACTING OF COUNTY DEPUTIES

This Vehicle Reimbursement Agreement with Non-Governmental Organization Regarding Off-Duty Contracting of County Deputies (hereinafter, the "AGREEMENT") is entered into by and between the company/organization set forth on the signature page below (hereinafter, "NON-GOVERNMENTAL ORGANIZATION") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Law Enforcement Agency set forth on the signature page below (hereinafter, "LEA").

For and in consideration of the permission given by COUNTY for the NON-GOVERNMENTAL ORGANIZATION to contract in a private capacity DEPUTIES of the LEA (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

- 1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.
- 2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
- 3. Prior beginning of DEPUTIES contracting with the NONto the GOVERNMENTAL ORGANIZATION, the **NON-GOVERNMENTAL** ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

- 4. The term of this AGREEMENT shall begin on the November 16th, 2021 and shall terminate on September 30, 2022. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.
- 5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
- 6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
- 7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$12.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
- 8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below.

COUNTY:

Williamson County Auditor's Office

Attn: Finance Director 710 Main Street, Suite 301 Georgetown, Texas 78626

9. NON-GOVERNMENTAL ORGANIZATION agrees that it shall pay deputies directly and file 1099 forms with the Internal Revenue Service.

¹ It is the commissioners court that sets what compensation (and benefits) deputies are entitled to, which affects eligibility for off-duty work. Tex. Local Gov't Code § 152.011.

- 10. 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.
- 11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY 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.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Simon Lakeline Mall

a la

Signature:
Printed Name: Johnathon Dickerson
Title: Area General Manager
Date: November 1 , 2021
WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:
Name of Office: Sheriff
Printed Name of Official: Michael T. Gleason
Signature of Official:
Date: November 4, 2021
Address of Office: 508 S. Rock St.
Georgetown TX 78626

COUNTERPART SIGNATURE PAGE REGARDING COUNTY-VEHICLE USE DURING OFF-DUTY SERVICES OF COUNTY DEPTUIES

$\frac{\text{TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR}}{\text{CONFIRMATION OF BUDGETARY AUTHORIZATION}} \\ \frac{\text{RELATED TO USE OF}}{\text{VEHICLES FOR OFF-DUTY WORK}^2}$

WILLIAMSON COUNTY COMMISSIONERS COURT:

By:			
•	Williamson County Judge or		
	Presiding Officer, Williamson	County	Commissioners Cour
	710 Main Street, Suite 105	·	
*	Georgetown, Texas 78626		
Date	e:	. 20	

² Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Meeting Date: 11/16/2021

Exterior Water Proofing through Falkenberg Construction Co., Inc. for Tax Office

Submitted For: Joy Simonton Submitted By: Andrew Portillo,

Purchasing

33.

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement between Williamson County and Falkenberg Construction Co., Inc. to provide Exterior Waterproofing Services for the Williamson County Tax Office in the amount of \$147,653.88 per the terms of Buy Board contract # 581-19 and execution of the agreement.

Background

The agreement allows Falkenberg Construction Co., Inc. to remove existing building sealants from brick, limestone expansion joints, window perimeter joints, door perimeters, louvers, header stone joints and penetrations. Secondly, to prep all joints to manufacturer's recommendation and then install polyurethane sealant. Point of contact is Dwanye Gossett. Funding Source is 01.0100.1066.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 11/10/2021 09:48 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 10:34 AM

Form Started By: Andrew Portillo Started On: 11/09/2021 02:52 PM

§

SERVICES CONTRACT TAX OFFICE-EXTERIOR WATER PROOFING

(Falkenberg Construction Co., Inc.)

(Via BuyBoard #581-19)

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 Falkenberg Construction Co., Inc. (hereinafter "Service Provider"), with offices at 205 Cheatham St., Ste. 2, San Marcos, TX 78666 (ph. 512-392-2831). 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:

Ĭ.

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. 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 Service Provider or failure to act relating to the services being provided.

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.

III.

No Assignment: Service Provider may not assign this contract.

IV.

<u>Compliance with All Laws</u>: 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 Proposal which is dated October 26, 2021 and incorporated herein as if copied in full. The not-to-exceed amount under this agreement is \$147,653.88, 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.

<u>Incorporated Documents</u>: 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. This Williamson County Services Contract;
- B. Proposal
- C. BuyBoard #581-19; and
- D. Any required insurance certificates.

VII.

<u>Insurance</u>: 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	
ь.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$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	N 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 (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy	y limits No as	ggregate 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.

VIII.

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.

<u>Services</u>: 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 Proposal dated October 26, 2021 and incorporated herein as if copied in full.

X.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

XI.

<u>Confidentiality</u>: 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.

XII.

<u>Termination</u>: 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. The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

<u>Venue and Applicable Law</u>: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

<u>Severability</u>: 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.

XVI.

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.

XVII.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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.

WILLIAMSON COUNTY:	SERVICE PROVIDER:		
	Als:04		
Authorized Signature	Authorized Signature		
	JOHN E. CASTRO		
Printed Name	Printed Name		
Date:, 2021	Date: $\sqrt{9V}$ \leq , 2021		



October 26, 2021

Williamson County

3101 SE Inner Loop Georgetown, TX 78626

Reference: Contract #: Buy Board 581-19

Williamson County Tax Office-Exterior Water Proofing

FCC Proposal

Attention: Dwayne Gossett

We propose to furnish labor, material and equipment to refresh the Tax office and

Alternate Building per Scope of Work below.

Williamson County Tax Office (Base Bid)

TOTAL		\$95.960.60
Bonds	2.50%	\$2,340.50
Subtotal		\$93,620.10
Coefficient Deduct	0.98	-\$1,910.61
R.S. Means		\$95,530.71

Alt 01- Additional Building Directly West of Tax Office

TOTAL		\$51,693.28
Bonds	2.50%	\$1,260.81
Subtotal		\$50,432.47
Coefficient Deduct	0.98	-\$1,029.23
R.S. Means		\$51,461.70

Grand Total: \$147,653.88

One Hundred Forty Seven Thousand Six Hundred Fifty Three and 88/100...Dollars

I. Documents: Proposal and RS Means Justifications

II. Scope of Work:

Base Bid: Williamson County Tax Office-Exterior Water Proofing

- Remove existing building sealants from stucco expansion joints, window perimeter joints, door perimeters, louvers, metal flashing at stucco to stone and penetrations
- Prep all joints to manufacturers recommendation.
- Install MasterSeal's NP-1 polyurethane sealant or equivalent to prepared joints
- Prep all window joints metal to metal and metal to glass per manufacturers recommendation
 -Install Dow Corning's 795 silicone sealant
- Remove existing sealant from building to sidewalk and sidewalk joints
 - -Prep all joints to manufacturers recommendation
 - -Install MasterSeal's SL-2 polyurethane sealant to prepared joints
- Pressure wash all stucco surfaces to remove dirt and algae
- Treat all cracks in stucco with Master Seal's crack patch
- Apply (2) two coats of Master Seal's EL 750 elastomeric wall coating system

Alternate 01: Additional Building Directly West of Tax Office-Exterior Water Proofing

- Remove existing building sealants from stucco expansion joints, window perimeter joints, door perimeters, louvers, metal flashing at stucco to stone and penetrations
- Prep all joints to manufacturers recommendation.
- Install MasterSeal's NP-1 polyurethane sealant or equivalent to prepared joints
- Prep all window joints metal to metal and metal to glass per manufacturers recommendation
 -Install Dow Corning's 795 silicone sealant
- Remove existing sealant from building to sidewalk and sidewalk joints
 - -Prep all joints to manufacturers recommendation
 - -Install MasterSeal's SL-2 polyurethane sealant to prepared joints
- Pressure wash all stucco surfaces to remove dirt and algae
- Treat all cracks in stucco with Master Seal's crack patch
- Apply (2) two coats of Master Seal's EL 750 elastomeric wall coating system

III. Exclusions:

Tax, Permits

Concrete/Asphalt Repair UNO

Sealant Work on concrete/asphalt that is not directly adjacent to the buildings UNO

Full Time Supervision

Striping or Re-striping

Roofing

Window replacement

IV. Clarifications:

Please review and call me if you have any questions.

Thank you for the opportunity to bid this and any future projects.

Sincerely.

FALKENBERG CONSTRUCTION COMPANY, INC.

Triston Moore

Project Manager

15. Mace

Meeting Date: 11/16/2021

Williamson County Jail Parking Garage Refresh through Falkenberg Construction Co. **Submitted For:** Joy Simonton **Submitted By:** Andrew Portillo,

Submitted For: Joy Simonton Submitted by: Andrew Portino

Purchasing

34.

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving an agreement between Williamson County and Falkenberg Construction Co., Inc. to provide labor, material, and equipment to refresh the Williamson County Jail Parking Garage in the amount of \$235,090.66 per the terms of Buy Board contract #581-19.

Background

The agreement allows Falkenberg Construction Co., Inc. to remove existing building sealants and descale all rust from existing fire suppression lines, apply safety red pain to all existing fire lines. Secondly, to prep all joints to manufacturers recommendation and then install polyurethane sealant throughout structure. Point of contact is Dwanye Gossett. Funding Source is 01.0100.1049.004509.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract & quote

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Ioy Simonton 11/10/2021 10

Purchasing (Originator) Joy Simonton 11/10/2021 10:09 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 10:34 AM

Form Started By: Andrew Portillo Started On: 11/09/2021 02:53 PM

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SERVICES CONTRACT JAIL PARKING GARAGE REFRESH

(Falkenberg Construction Co., Inc.)

(Via BuyBoard #581-19)

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 **Falkenberg Construction Co., Inc.** (hereinafter "Service Provider"), with offices at 205 Cheatham St., Ste. 2, San Marcos, TX 78666 (ph. 512-392-2831). 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. 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 Service Provider or failure to act relating to the services being provided.

<u>No Waiver of Sovereign Immunity or Powers</u>: 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.

Ш.

No Assignment: Service Provider may not assign this contract.

IV.

<u>Compliance with All Laws</u>: 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 which is dated October 26, 2021 and incorporated on the attached Proposal herein as if copied in full. The not-to-exceed amount under this agreement is \$235.090.66, 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.

<u>Incorporated Documents</u>: 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. This Williamson County Services Contract;
- B. Proposal ;
- C. BuyBoard #581-19; and
- D. Any required insurance certificates.

VII.

<u>Insurance</u>: 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 Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$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 PERSO	N PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy	y 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.

VIII.

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.

IX.

<u>Services</u>: 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 Proposal and dated October 26, 2021 and incorporated herein as if copied in full.

X.

<u>Good Faith</u>: Service Provider agrees to act in good faith in the performance of this agreement.

XI.

<u>Confidentiality</u>: 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.

XII.

<u>Termination</u>: 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. The County will only be liable for its pro rata share of services rendered and goods actually received.

XIII.

<u>Venue and Applicable Law</u>: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIV.

<u>Effective Date and Term</u>: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XII above.

XV.

<u>Severability</u>: 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.

XVI.

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.

XVII.

<u>County Judge or Presiding Officer Authorized to Sign Contract</u>: 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.

WILLIAMSON COUNTY:		SERVICE PROVIDER:	
		Al E. Caste	
Authorized Signature		Authorized Signature	
		JOHN E CASTRO	
Printed Name		Printed Name	
Date:	, 2021	Date: Nov 5, 2021	

Exhibit
Proposal # Dated October 26, 2021
(Incorporated herein as if copied in full)



October 26, 2021

Williamson County

3101 SE Inner Loop Georgetown, TX 78626

Reference: Contract #: Buy Board 581-19

Williamson County Jail Parking Garage Refresh

FCC Proposal

Attention: Dwayne Gossett

We propose to furnish labor, material, and equipment to refresh the jail parking garage per Scope of Work below.

Williamson County Jail Parking Garage (Base Bid)

R.S. Means		\$159,552.30
Coefficient Deduct	0.98	-\$3,191.05
Subtotal		\$156,361.25
Bonds	2.50%	\$3,909.03
TOTAL		\$160.270.29

Alt 01- Exterior of Elevator and Stair Tower and of Parking Garage Walls

R.S. Means		\$41,164.99
Coefficient Deduct	0.98	-\$823.30
Subtotal		\$40,341.69
Bonds	2.50%	\$1,008.54
TOTAL		\$41.350.23

Alt 02- Exterior Site Sealants at Parking Garage

R.S. Means		\$24,555.33
Coefficient Deduct	0.98	-\$491.11
Subtotal		\$24,064.22
Bonds	2.50%	\$601.61
TOTAL		\$24,665.83

Alt 03- Justice Center Building Items

TOTAL		\$8,804.31
Bonds	2.50%	\$214.74
Subtotal		\$8,589.57
Coefficient Deduct	0.98	-\$175.30
R.S. Means		\$8,764.87

Grand Total: \$235,090.66

Two Hundred Thirty Five Thousand Ninety and 66/100......Dollars

I. Documents: Proposal and RS Means Justifications

II. Scope of Work:

Base Bid: Fire Suppression Lines and Upper Level & Ramp Water proofing

- Scrape and descale all rust and loose paint from existing fire suppression lines
 - Cover, protect and block off parking spots as needed
- Apply Rustoleum Safety Red Enamel Paint on all existing firelines
 - Paint all fire suppression lines including risers, from bottom floor to top
 - Coordinate with WilCo to schedule parking areas and entrances to be blocked off
- Remove existing sealants from saw cut joints and perimeter wall expansion joints
- Rout out cracks to make a ¼"X ¼" joint and prep all joints to manufacturers recommendation
- Prep all joints to manufacturers recommendation
- Provide and Install Master Seal's NP-1 polyurethane sealant to prepared saw cut and crack joints
- Provide and Install Master Seal's NP-2 polyurethane sealant to prepared perimeter expansion joints

Alternate 01: Exterior of Elevator and Stair Tower and Parking Garage Walls

- Remove all expansion joint sealant from brick building joints, door perimeters, louvers and garage panel joints
- Prep all joints to manufacturers recommendation.
- Install Master Seal's NP-2 polyurethane sealant to prepared joints

Alternate 02: Exterior Site Sealants at Parking Garage

- Remove sealants and prep joints to manufacturers recommendation
- Prep all joints to manufacturers recommendation.
- Install Master Seal's SL-2 polyurethane sealant to prepared joint at the following locations
 - Van parking east side // Front parking and drive on the south side // Sidewalks around garage

Alternate 03: •Justice Center Building

- Remove remaining site sealant joints and prep joints to manufacturers recommendation
- Install Master Seal's SL-2 Polyurethane sealant to prepared joints

III. Exclusions:

Tax, Permits Concrete/Asphalt
Repair UNO
Sealant Work on concrete/asphalt that is not directly adjacent to the buildings, UNO
Full Time Supervision
Striping or Re-striping

IV. Clarifications:

Please review and call me if you have any questions.

Thank you for the opportunity to bid this and any future projects.

Sincerely,

FALKENBERG CONSTRUCTION COMPANY, INC.

Triston Moore Project Manager

15. Moer

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

DOI Projects and Issues

Submitted For: Robert Daigh Submitted By: Vicky Edwards,

Infrastructure

35.

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 10/19/2021 12:42 PM

Form Started By: Vicky Edwards Started On: 10/19/2021 12:35 PM

Final Approval Date: 10/19/2021

Commissioners Court - Regular Session

Meeting Date: 11/16/2021

November 2021 Construction Summary Report **Submitted By:** Mayra Ramos, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

36.

Agenda Item

Receive the November 2021 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2021 Monthly Update November 2021 Monthly CSR

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 11:49 AM

Form Started By: Mayra Ramos Started On: 11/09/2021 07:07 AM

Final Approval Date: 11/10/2021



Williamson County Commissioners Court

Road Bond Program November 16, 2021

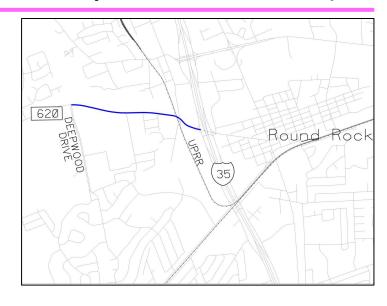




Precinct 1



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







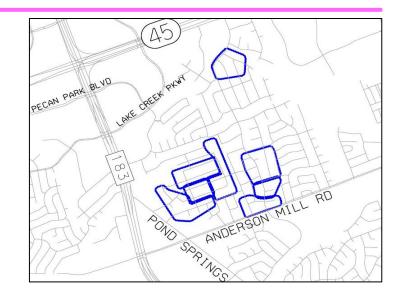








Anticipated Completion Early 2022



Original Contract Price = \$4,793,058.15

Total Change Orders to Date = \$127,819.59

Adjusted Contract Price = \$4,920,877.74

Expenditures to Date = \$4,055,020.24 (83%)







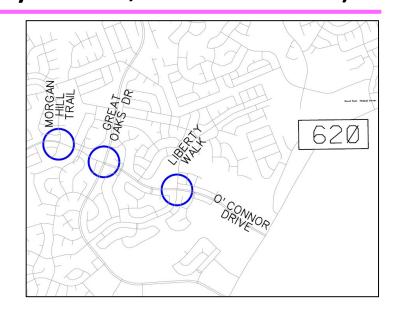








Anticipated Completion Fall 2021



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%)







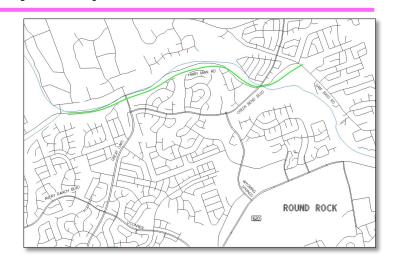








Anticipated Completion Fall 2021



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 = \$3,324,168.37 (84%)







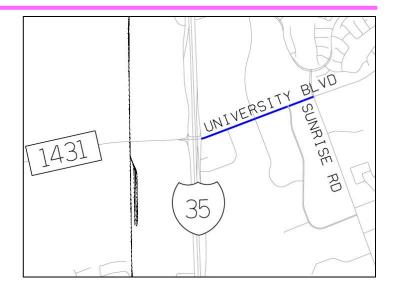








Anticipated Completion Early 2022



Partnership with the City of Round Rock

Original Contract Amount = \$12,135,410.45

Construction is managed by the City of Round Rock









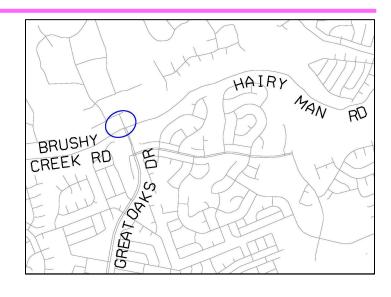






Great Oaks Bridge at Brushy Creek

Anticipated Completion
Spring 2023



Original Contract Price = \$10,580,634.11

Total Change Orders to Date = \$0

Adjusted Contract Price = \$10,580,634.11

Expenditures to Date = \$333,201.20 (3.15%)



Great Oaks Bridge at Brushy Creek





Great Oaks Bridge at Brushy Creek

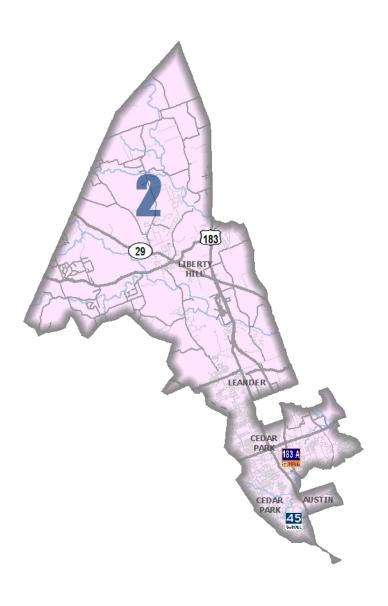




Great Oaks Bridge at Brushy Creek



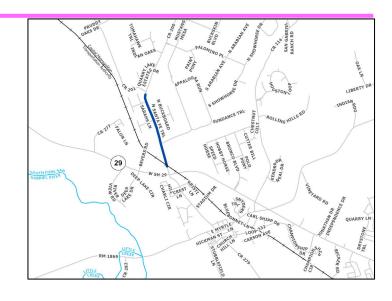






CR 200 Reconstruction

Anticipated Completion Fall 2022



Original Contract Price = \$4,975,515.09

Total Change Orders to Date = \$0

Adjusted Contract Price = \$0

Expenditures to Date = \$0 (0%)



CR 200 Reconstruction

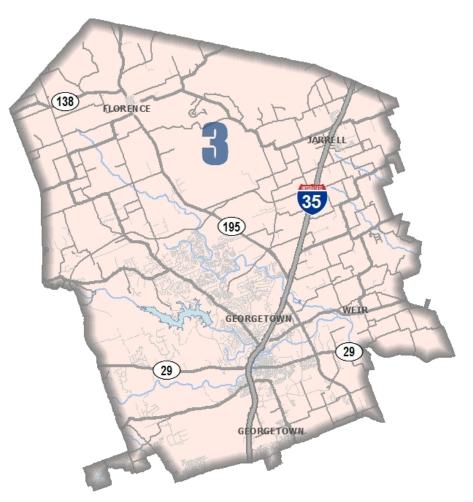




CR 200 Reconstruction

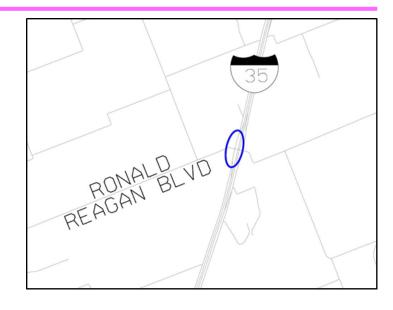








Anticipated Completion Late 2021



Partnership TxDOT

Original Contract Amount = \$15,048,229.93

Construction is managed by TxDOT









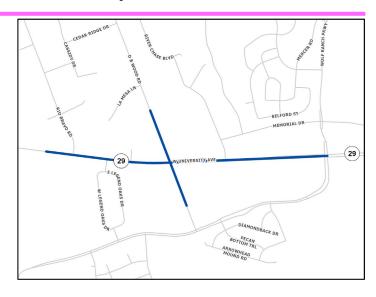






SH 29 (DB Woods Intersection)

Anticipated Completion Early 2023



Partnership TxDOT

Original Contract Amount = \$5,548,287.93

Construction is managed by TxDOT



SH 29 (DB Woods Intersection)





SH 29 (DB Woods Intersection)

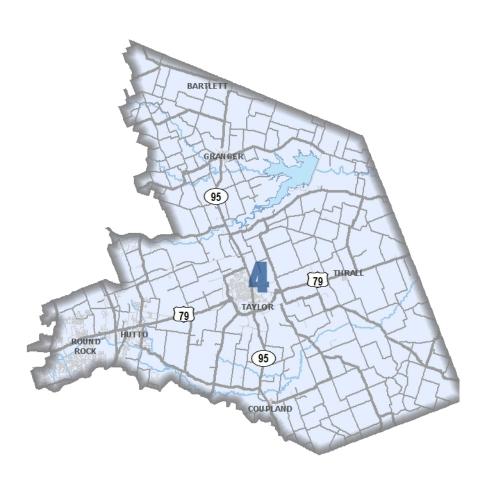




SH 29 (DB Woods Intersection)



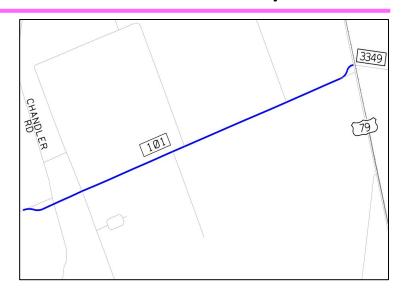






CR 101 (US 79 to North of Chandler Road)

Anticipated Completion Late 2021



Original Contract Amount = \$13,092,842.00 Total Change Orders = \$-58,067.26 Adjusted Contract Price = \$13,034,774.74 Expenditures to Date = \$9,595,364.11 (74%)



CR 101 (US 79 to North of Chandler Road)





CR 101 (US 79 to North of Chandler Road)



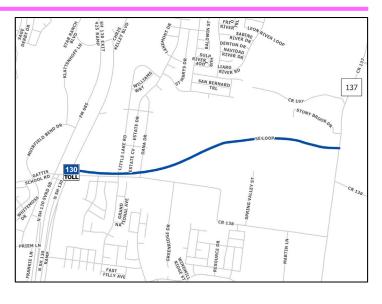


CR 101 (US 79 to North of Chandler Road)





Anticipated Completion Early 2023



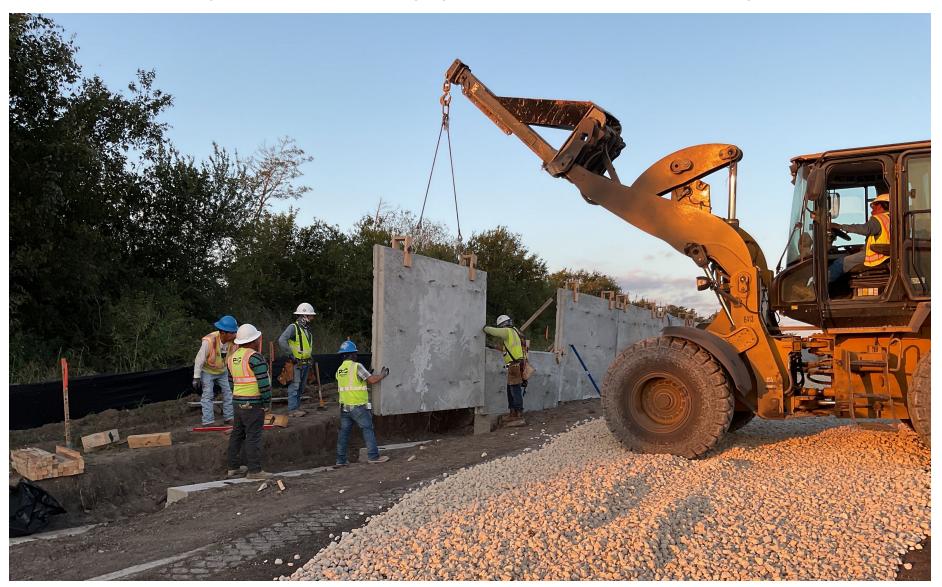
Original Contract Amount = \$11,526,789.09

Total Change Orders = \$148,710.35

Adjusted Contract Price = \$11,675,499.44

Expenditures to Date = \$1,464,401.67 (13%)







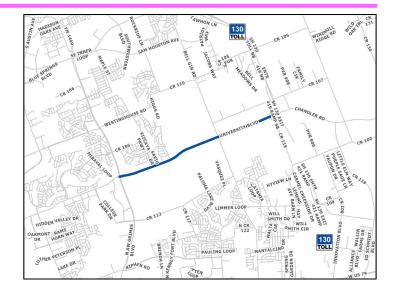








Anticipated Completion
Spring 2022



Partnership with the City of Round Rock

Original Contract Amount = \$11,104,890.49

Construction is managed by the City of Round Rock















Anticipated Completion
Late 2021



Original Contract Amount = \$922,709.84

Total Change Orders = \$0

Adjusted Contract Price = \$922,709.84

Expenditures to Date = \$796,157.78 (86%)















ROAD BOND PROGRAM

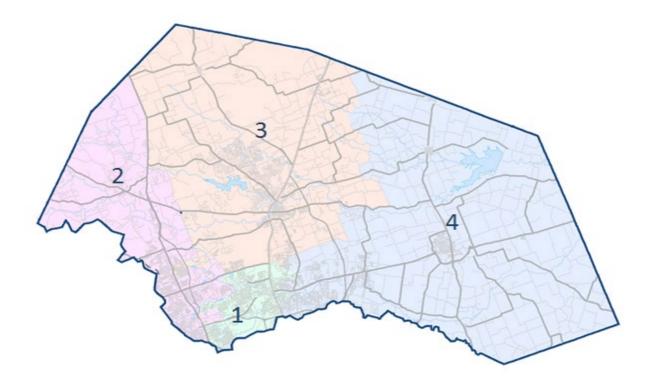
Construction Summary Report

County Judge Bill Gravell, Jr.

Commissioners Terry Cook Cynthia Long Valerie Covey Russ Boles November 2021

WWW.ROADBOND.ORG

Volume XX - Issue No.11



Presented By:



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WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2021

- 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
- Corridor H/Sam Bass Road Interim Signals

WILLIAMSON COUNTY ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2021

- 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 OCTOBER 2021

- 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 Raegan Boulevard at Silver Spur Boulevard June 2021
- Ronald Raegan Boulevard at Sun City June 2021

WILLIAMSON COUNTY **ROAD BOND PROGRAM**

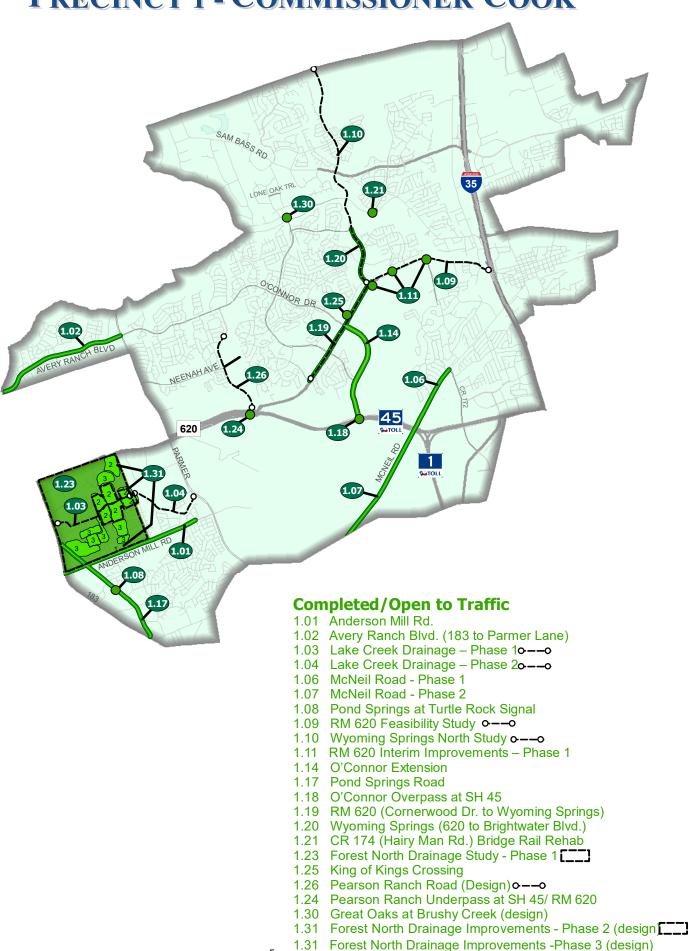
COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF OCTOBER 2021

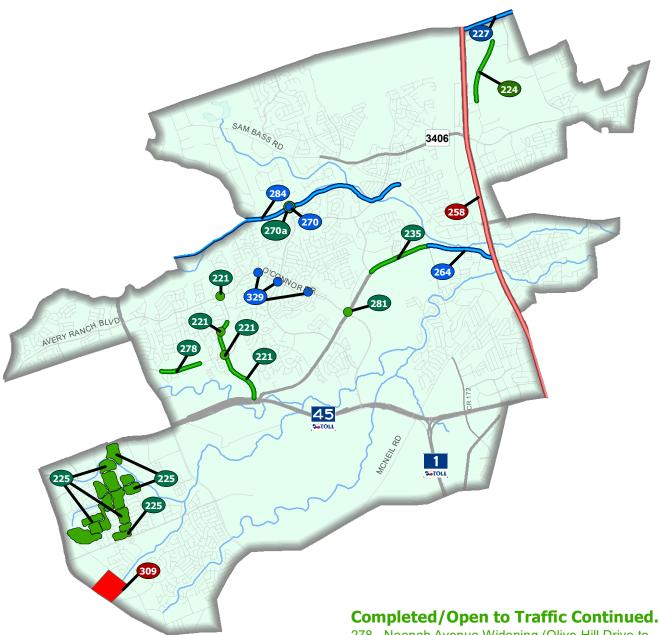
Precinct 4

- 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



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

- 278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
- 281 O'Connor Drive North of RM 620

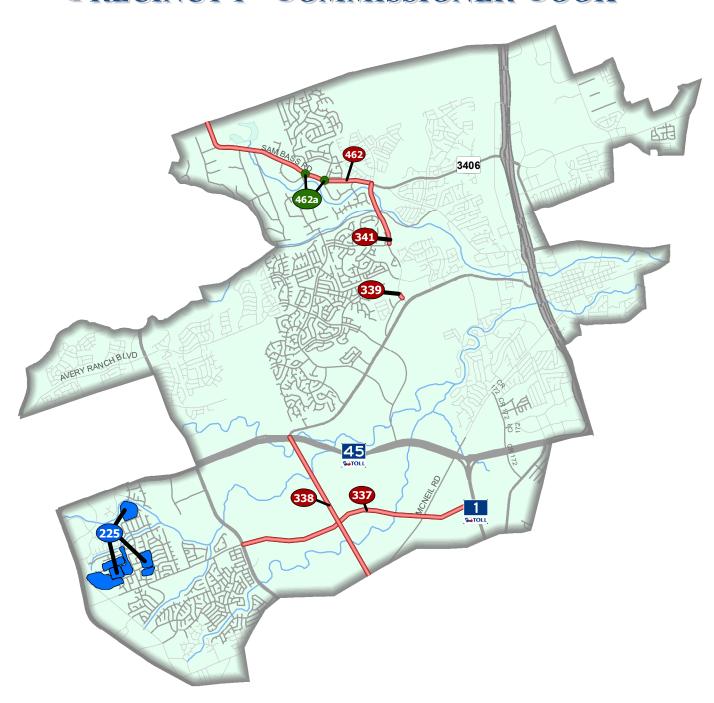
Under Construction/Bidding

- 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/Sam 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 Contra	act Price =	\$10,775,835.75
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	<u>Total</u>
		Proceed	Work	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
11/14/2018	12/4/2018	1/18/2019	1/28/2019	12/16/2020			410	279	689
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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				chieved on Decen	nber 16, 2020.				
Change Order N	Jumber		Approved			Cost This CO			Total COs
Change Order I			. ipproved			2230 11115 200			1041 003

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
 \$ 24,898.1

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.

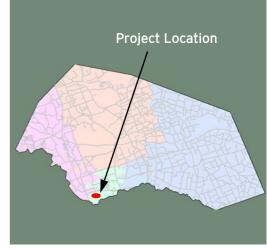
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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



October 2021 IN REVIEW

10/1/2021: DeNucci Constructors completed installing the COA water line services on Eddystone Street.

10/8/2021: DeNucci Constructors pre-tested the COA water line and started installing the storm sewer line on Eddystone Street. Subcontractor Fuquay installed rock berms at culvert C-51 (Shady Oaks Drive) and C-69 Eddystone Street.

10/15/2021: Work was slow due to inclement weather. DeNucci continued the COA water line installation on Shady Oaks Drive.

10/22/2021: DeNucci Constructors completed placing the new COA water line on Shady Oaks Drive and Longvale Drive and started laying the new water line on Shasta Lane. Crews continued placing the 3' x 2' box culvert, excavation at the upstream and downstream headwalls at Culvert C-69 and hydrostatic water line testing on Eddystone Street.

10/29/2021: DeNucci Constructors completed placing the new COA water line on Shady Oaks and started installing new water services in the Shasta Zone.



Design Engineer: K. Friese & Associates Contractor: DeNucci Constructors Construction Observation: Bruce Thurin, HNTB

Williamson County Road Bond Program



Forest North Phase 3

Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	Days	<u>Total</u>
Letting	<u> 11wara</u>	Proceed	Work	Completion	Certificate		Days	Added	Days
		roceed	WOIK	Completion	Certificate		Days	Added	<u>Days</u>
4/23/2020	5/5/2020	6/1/2020	6/11/2020				600	2	602
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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	34	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	59	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	63	59
13	6/1/2021	6/30/2021	30	\$132,931.80	\$2,922,974.23	\$14,770.20	\$324,774.91	66	64
14	7/1/2021	7/31/2021	31	\$187,562.29	\$3,110,536.52	\$20,840.26	\$345,615.17	70	69
15	8/1/2021	8/31/2021	31	\$298,473.57	\$3,409,010.09	\$33,163.73	\$378,778.90	77	74
16	9/1/2021	9/30/2021	30	\$443,259.14	\$3,852,269.23	-\$176,027.89	\$202,751.01	82	79

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 conditions (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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 7
 10/5/2021
 \$ 30,341.85
 \$ 118,086.22

3F: Additional work desired by the County. County Convenience. This Change Order adds an item to compensate the contractor for a portion of the reconstruction cost of Queensland Drive. Queensland Drive required reconstruction due in part to the condition of the existing roadway and the impact of the Contractor's equipment entering and exiting their staging area adjacent to the roadway.

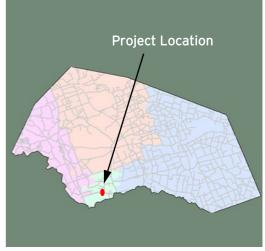
 Change Order Number
 Approved
 Cost This CO
 Total COs

 8
 10/5/2021
 \$ 9,733.37
 \$ 127,819.59

3F: Additional work desired by the County. County Convenience. This Change Order adds a new item to compensate the Contractor to mill and overlay Newberry Drive in lieu of patching the trenches for the waterline and storm sewer pipe ditchlines.

Adjusted Price = \$4,920,877.74





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: \$1.0 Million



October 2021 IN REVIEW

10/1/2021: Champion installed the controller equipment inside the traffic signal cabinets at all three intersections. Crews began the final wiring and cable installation at the Liberty Walk traffic controller cabinet.

10/8/2021: Champion continued connecting the final wiring and installing cable at all three intersections. PEC connected the power at the Morgan Hill Trail intersection and the illumination was turned on.

10/15/2021: No work performed this week.

10/22/2021: Champion completed wiring and installation of electric services. Contractor installed pedestrian push buttons at all three intersections and set all three signals to flash red in all directions.

10/29/2021: No work performed this week while signals were on flash.



Design Engineer: Kimley-Horn Contractor: Champion Infrastructure Construction Observation: Tracy Cooper, HNTB

Williamson County Road Bond Program



O'Connor Traffic Signals

Project No.	1907-333					(riginal Contra	act Price =	\$853,503.50
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		<u>Total Bid</u> <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
8/20/2019	9/17/2020	10/3/2019	6/8/2020				210	0	210
Invoice Number 1 2 3 4 5 6 7	Beginning Date 6/8/2020 7/1/2020 8/1/2020 9/1/2020 10/1/2020 11/1/2020 12/1/2020	Ending Date 6/30/2020 7/31/2020 8/31/2020 9/30/2020 10/31/2020 11/30/2020 12/31/2020	Days Charged 23 31 31 30 31 30 31	Current Invoice \$91,850.40 \$56,002.50 \$80,984.74 \$41,649.50 \$78,278.28 \$24,011.05 \$68,702.27	Invoiced Total \$91,850.40 \$147,852.90 \$228,837.64 \$270,487.14 \$348,765.42 \$372,776.47 \$441,478.74	Current Retainage \$10,205.60 \$6,222.50 \$8,998.30 \$4,627.73 \$8,697.58 \$2,667.90 \$7,633.58	Total <u>Retainage</u> \$10,205.60 \$16,428.10 \$25,426.40 \$30,054.13 \$38,751.71 \$41,419.61 \$49,053.19	% (\$) <u>Used</u> 10 16 25 29 38 41 48	% Time <u>Used</u> 11 26 40 55 70 84 99
8 9 10 11 12 13 14	1/1/2021 2/1/2021 3/1/2021 4/1/2021 5/1/2021 6/1/2021 7/1/2021 9/1/2021	1/31/2021 2/28/2021 3/31/2021 4/30/2021 5/31/2021 6/30/2021 8/31/2021 9/30/2021	31 28 31 30 31 30 62 30	\$23,573.00 \$45,381.37 \$40,240.96 \$80,966.81 \$60,507.88 \$45,123.57 \$15,444.63 \$124,610.42	\$465,051.74 \$510,433.11 \$550,674.07 \$631,640.88 \$692,148.76 \$737,272.33 \$752,716.96 \$877,327.38	\$2,619.23 \$5,042.37 \$4,471.22 -\$27,941.75 \$3,184.62 \$2,374.93 \$812.87 \$6,558.44	\$51,672.42 \$56,714.79 \$61,186.01 \$33,244.26 \$36,428.88 \$38,803.81 \$39,616.68 \$46,175.12	51 55 60 65 71 76 78 90	113 127 141 156 170 185 214 229

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	<u>Days</u> <u>Added</u>	Total Days
9/1/2020	9/29/2020	1/5/2021	1/19/2021	5/13/2021	10/7/2021		60	58	118
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	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	28	11
3	2/1/2021	4/30/2021	89	\$132,604.97	\$210,166.97	\$14,733.89	\$23,351.89	77	86
4	5/1/2021	5/31/2021	16	\$52,976.25	\$263,143.22	\$5,886.25	\$29,238.14	96	100
5	8/1/2021	8/31/2021	0	\$6,054.30	\$269,197.52	\$672.70	\$29,910.84	98	100
9/30/2021	Comments -	Substantial Con	mpletion was a	chieved on 5/13/2	21.				
Change Order N	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	<u>Approved</u>	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.

 Change Order Number
 Approved
 Cost This CO
 Total COs

 03
 10/19/2021
 -51,416.50
 -15,912.64

Adjusted Price = \$303,953.36

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.





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



October 2021 IN REVIEW

10/1/2021: DeNucci formed concrete rip rap mow strip around the metal beam guard fence at Culvert 6 at Hairy Man Road. Subcontractor DIJ completed the final striping in the Brushy Creek Pool parking lot.

10/8/2021: DeNucci placed topsoil near Culvert 1 at Brushy Creek Road.

10/15/2021: Work was slow at Hairy Man Road due to inclement weather. DeNucci continued excavating ditches and grading along the new edge of pavement at various locations. Crews also continued forming and pouring concrete rip rap mow strip around the metal beam guard fence at various locations. DeNucci placed topsoil near Culvert 1 at Brushy Creek Road.

10/22/2021: Subcontractor Fuquay sprayed hydro-mulch from the west end to Culvert 7 at Hairy Man Road and installed soil retention blankets at several locations. DeNucci placed topsoil near Culvert 1. Subcontractor Alpha Paving installed signs at Brushy Creek Road.

10/29/2021: At Hairy Man Road DeNucci installed soil retention blanket from the west end to Culvert 7. At Brushy Creek Road DeNucci installed soil retention blanket in the westbound ditch across from Olson Meadows Park. Subcontractor Fuguay completed spraying hydro-mulch seed.



Design Engineer: Atkins Contractor: DeNucci Constructors Construction Observation: Tracy Cooper, HNTB

Williamson County Road Bond Program



Hairy Man Rd. / Brushy Creek Rd. Improvements

Project No.	T2232	,				(Original Contr	act Price =	\$3,964,380.00
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days
11/18/2020	12/8/2020	2/8/2021	2/18/2021				309	0	309
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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
8	9/1/2021	9/30/2021	30	\$348,233.83	\$3,157,959.96	-\$145,983.37	\$166,208.42	84	73

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 complete the roadway widening. Fern Bluff MUD requested that the fencing be replaced to prevent parking on the slope.

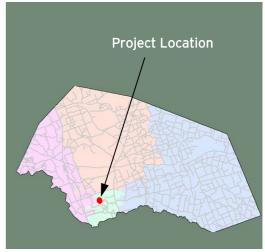
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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





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



October 2021 IN REVIEW

10/1/2021: DeNucci continued clearing the ROW on the east and west side of the existing bridge. Subcontractor Fuguay installed tree protection fencing and rock berms at various locations.

10/8/2021: DeNucci continue clearing and grubbing on the southeast corner of the project. Crews excavated the bore and receiving pit for the Fern Bluff wastewater line. Fuguay continued installing BMPs.

10/15/2021: Work was slow due to rain. Contractor excavated for bent 5 drill shafts for upcoming construction.

10/22/2021: Subcontractor HD Drilling bored and installed the Fern Bluff MUD wastewater line. DeNucci excavated and graded for riprap at the east side of existing bridge and for the box culvert at the northwest corner of Great Oaks and Brushy Creek. Fuguay repaired silt fence and added rock berms on the south side of Brushy Creek.

10/29/2021: DeNucci continued excavating on the east side of the existing bridge. Crews also placed embankment and asphalt for the shoofly along westbound at Brushy Creek west of Great Oaks.



Design Engineer: P.E. Structural Contractor: DeNucci Constructors Construction Observation: Tracy Cooper, HNTB

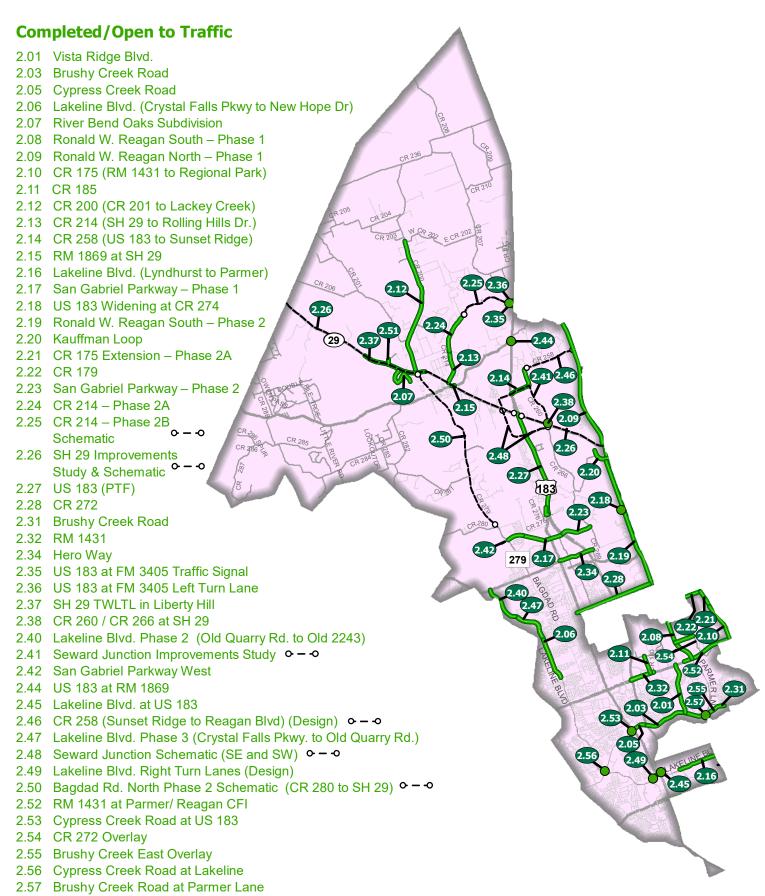
Williamson County Road Bond Program



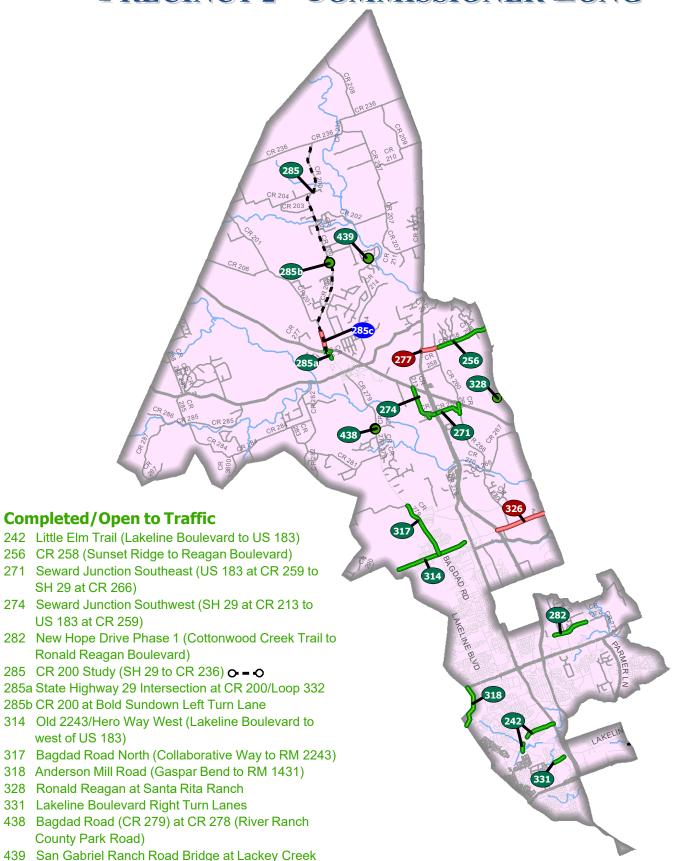
Great Oaks Drive Improvements at Brushy Creek

Project No	. T4327						Original Contr	act Price =	\$10,580,634.11
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		<u>Total Bid</u> <u>Days</u>	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
6/30/2021	8/3/2021	9/3/2021	9/13/2021				585		585
Invoice Number 1	Beginning Date 9/1/2021	Ending Date 9/30/2021	<u>Days</u> <u>Charged</u> 30	<u>Current</u> <u>Invoice</u> \$299,881.08	Invoice Total \$299,881.08	Current Retainage \$3,320.12	Total Retainage \$3,320.12	% (\$) <u>Used</u> 3	<u>% Time</u> <u>Used</u> 30
9/30/2021	Comments -	Notice to Proce	eed on 9/3/21 v	with time charges	beginning 9/13/2	1.			
							Adjus	sted Price =	\$10,580,634.11

2006 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG



2013 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG



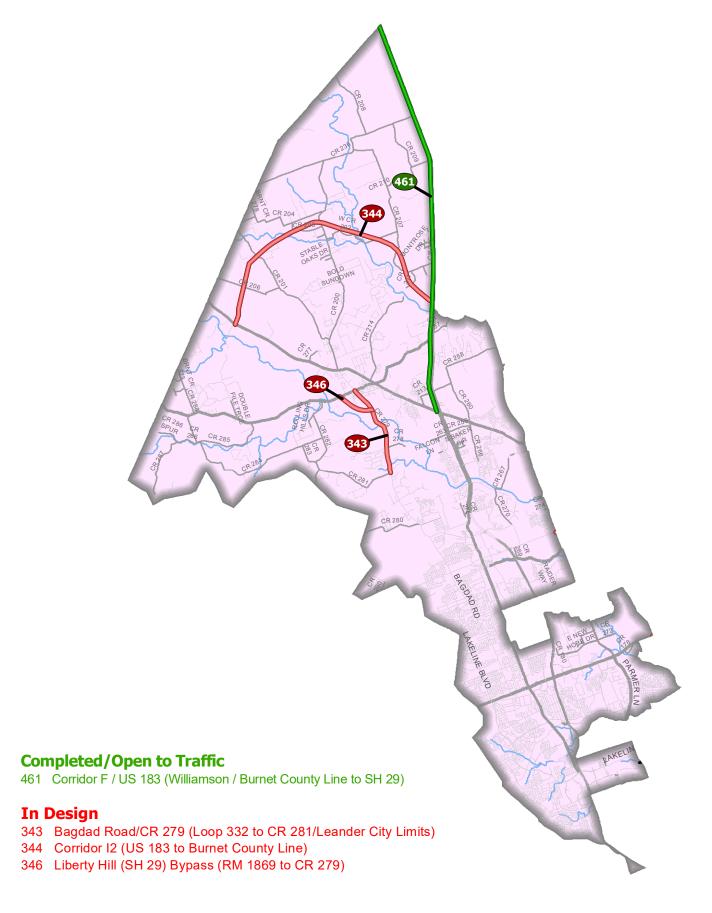
In Design

277 CR 258 Extension (US 183 to Sunset Ridge Drive)

326 RM 2243 Realignment (183A to Southwest Bypass)

Under Construction / Bidding 285c CR 200 (CMTA Railroad to CR 201)

2019 ROAD BOND PROGRAM PROJECTS PRECINCT 2 - COMMISSIONER LONG



Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	<u>Days</u>	Total
		Proceed	Work	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
2/19/2018	3/5/2019	4/22/2019	5/2/2019	3/15/2021			600	84	684
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	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		\$11,878,163.45	\$8,798.34	\$625,166.50	89	100
23	4/1/2021	4/30/2021	0			-\$372,793.58	\$252,372.92	90	100
24	5/1/2021	5/31/2021	0		\$12,369,780.22	\$71.57	\$252,444.49	90	100
25	6/1/2021	6/30/1931	0		\$12,377,019.58	\$147.75	\$252,592.24	90	100
26	7/1/2021	8/31/2021	0		\$12,393,596.70	\$338.30	\$252,930.54	90	100

 Change Order Number
 Approved
 Cost This CO
 Total COs

 01
 2/28/2020
 \$112,306.36
 \$ 112,306.36

 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.

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
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	<u>Approved</u>	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	<u>Approved</u>	Cost This CO	Total COs
08	5/4/2021	\$91.592.30	\$ 702,651,47
Revisions and balancing of asphalt in		42.3-2-2	*,,,,
Change Order Number	<u>Approved</u>	Cost This CO	Total COs
	5/18/2021	(\$11,573,93)	\$ 691.077.54

 Change Order Number
 Approved
 Cost This CO
 Total COs

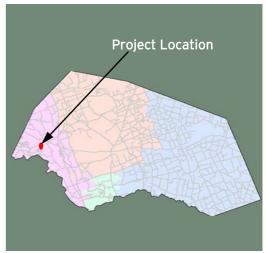
 10
 8/17/2021
 \$43,291.29
 \$ 734,368.83

Revisions and balancing of striping items.

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





CR 200 Reconstruction (North of SH 29 to South of CR 201)

Project Length: .947 Miles Roadway Classification: Rural Collector

Project Schedule: November 2021 - September 2022 Estimated Construction Cost: \$4.9 Million



October 2021 IN REVIEW

10/15/2021: Project was awarded to M.A. Smith Contracting, Inc.

10/22/2021: Preconstruction meeting was held on 10/25/21.

10/29/2021: Groundbreaking Ceremony was held on 10/27/21.

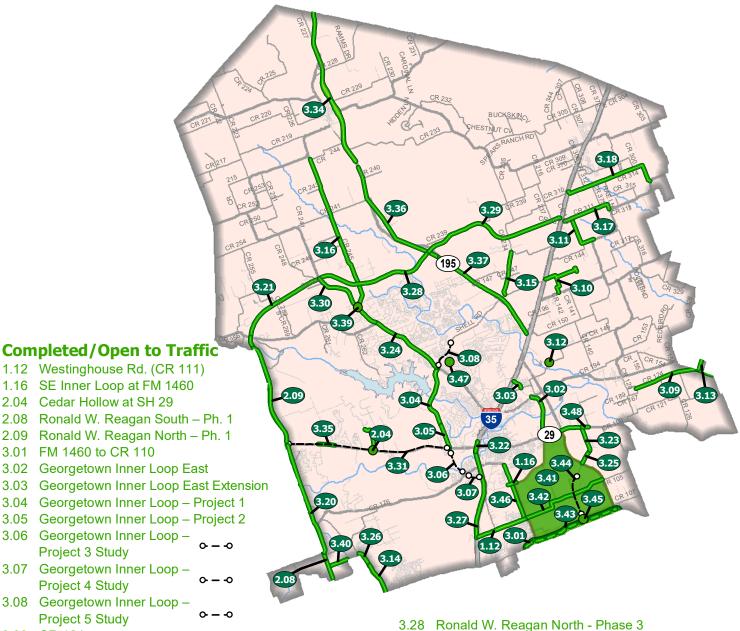


Design Engineer: Jones & Carter Contractor: M.A. Smith Contracting Construction Observation: Bruce Thurin. HNTB

Williamson County Road Bond Program



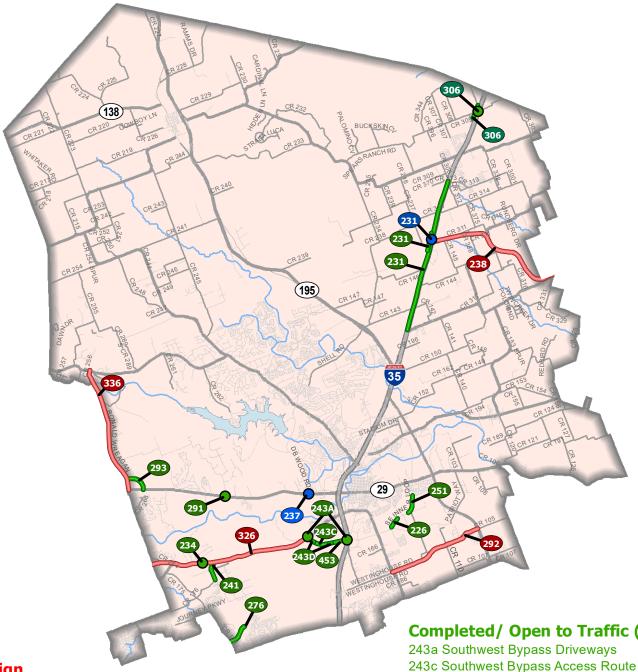
2006 ROAD BOND PROGRAM PROJECTS **PRECINCT 3 - COMMISSIONER COVEY**



- 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

- 3.29 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



In Design

- 238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
- 292 CR 111 / CR 105 Westinghouse (FM 1460 to SH 130)
- 326 RM 2243 Realignment (183A to Southwest Bypass)
- 336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)

Under Construction/Bidding

- 231 Ronald Reagan Boulevard at IH 35 Bridge Replacement
- 237 SH 29 at DB Wood (Intersection Improvements)

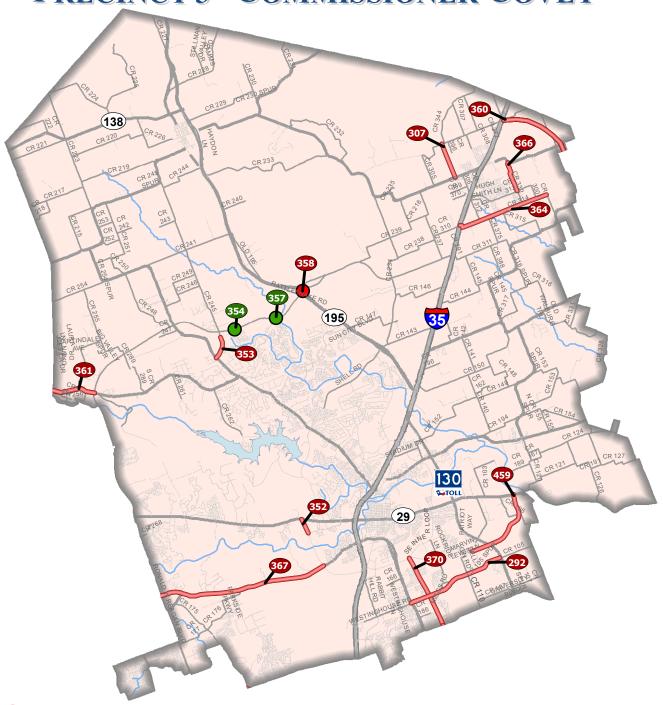
Completed/ Open to Traffic

- 226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
- 231 IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
- 231 Relocation of 48" Williamson County Regional Raw Waterline Line B
- 234 RM 2243 at Escalera Parkway (Intersection Improvements)
- 241 CR 176 at RM 2243 Intersection (Safety Improvements) 27

Completed/ Open to Traffic (con't)

- 243d Southwest Bypass Segment 2
 - (Southbound IH 35 to RM 2243)
- 251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
- 276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
- 291 SH 29 at Cedar Hollow (Intersection Improvements)
- 293 Kauffman Loop Phase 1 Two Lanes (northeast quadrant of Reagan at SH 29)
- 306 CR 305 at IH 35 Bridge Replacement
- 306 Relocation of 48" Williamson County Regional Raw Waterline - Line A
- 453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

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

Ronald Reagan at Silver Spur BoulevardRonald Reagan at Sun City Boulevard

CR 176 at RM 2243 (RM 2243 at Parkside Parkway)

Change Order Number

Letting	Award							\$2,447,560.00	
		Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> Added	<u>Total</u> <u>Days</u>
		rocccu	<u>vv OIK</u>	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
1/8/2019	3/26/2019	7/26/2019	8/5/2019	7/10/2020	10/15/2020		229	60	289
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	Total	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	<u>Used</u>
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 Con	npletion was a	chieved on 7/10/2	20.				
nange Order Number Appr		Approved	Cost This Co					Total COs	
01	12/17/2019				\$208,869.67				\$ 208,869.6
: Third Party A	Accommodation	n. Third party re	quested work.	This Change Ord	ler adds relocation	of the existing	Brushy Creek Mu	micipal Utility	District (BCMUI

\$63,776.63 6/16/2020 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

Cost This CO

(\$204,858.75)

Approved

8/4/2020

RM 2243 that was constructed before the job started and not addressed in the plans. Change Order Number Approved Cost This CO Total COs \$

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.

Cost This CO Total COs Change Order Number Approved 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

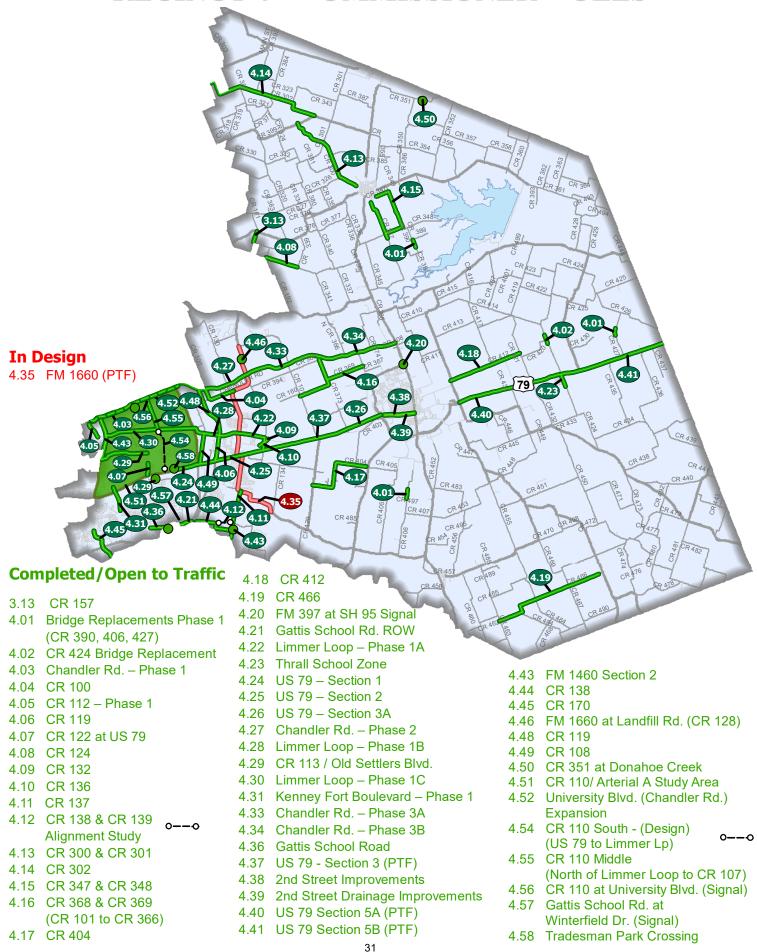
Total COs

67,787,55

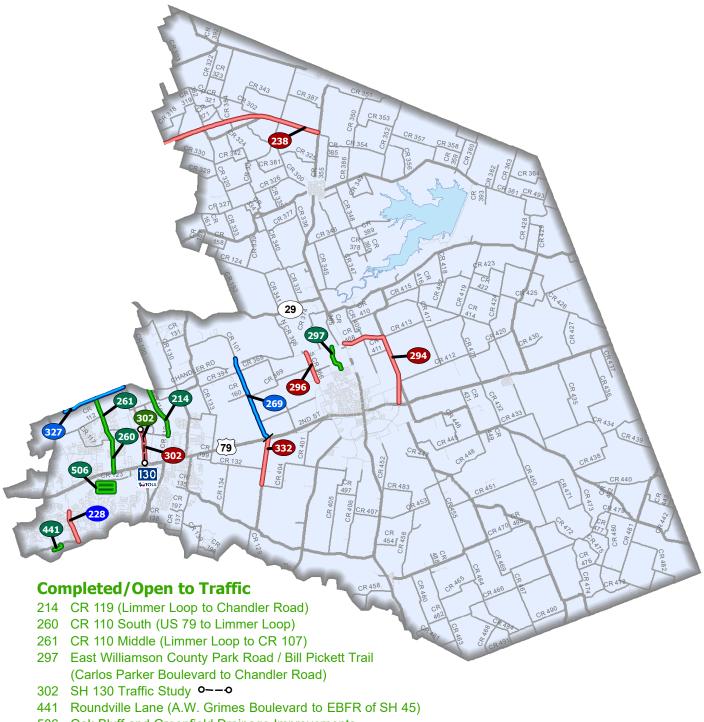
Ronald Reagan at Silver Spur / Ronald Reagan at Sun City Intersections (Intersection Improvementst)

Project No. T1873						(Original Contr	\$875,350.00	
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
10/6/2020	10/13/2020	11/24/2020	12/8/2020	6/11/2021			142		142
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	Total	Retainage	Retainage	Used	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 Cor	npletion was a	chieved on 6/11/2	21.				
							Adius	ted Price =	\$875,350.00

2006 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER BOLES



2013 ROAD BOND PROGRAM PROJECTS PRECINCT 4 - COMMISSIONER BOLES



506 Oak Bluff and Greenfield Drainage Improvements

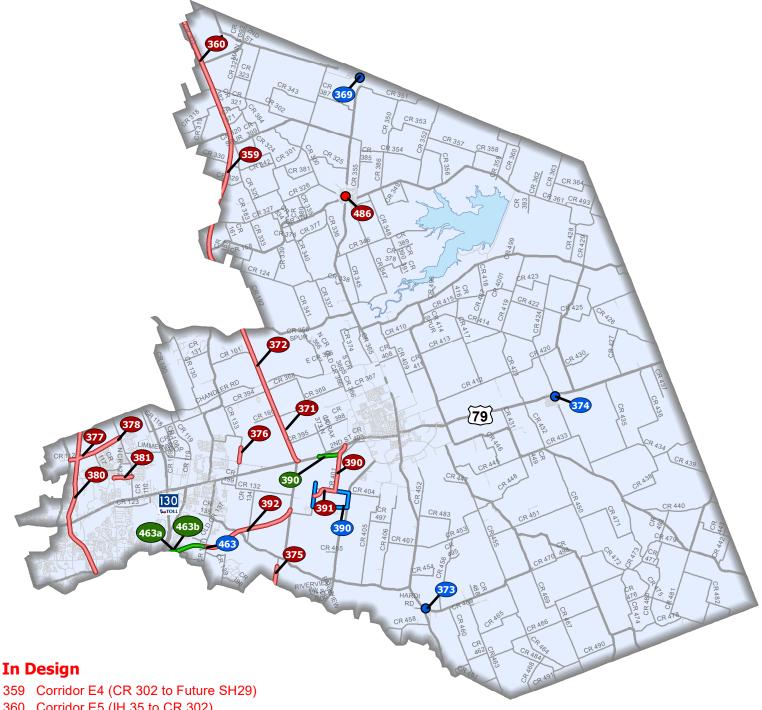
Under Construction/Bidding

- 228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)
- 269 CR 101 (US 79 to North of Chandler Road)
- 327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130)

In Design

- 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



- 360 Corridor E5 (IH 35 to CR 302)
- 371 Corridor E2 (Chandler Rd to US 79)
- 372 Corridor E3 (Future SH 29 to Chandler Rd)
- 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) Completed/Open to Traffic
- 390 CR 401 Improvements
- 391 CR 404 Realignment
- 392 Southeast Loop Segment 2
- 486 Granger Project Davilla Street Culvert

Under Construction/Bidding

- 369 Bartlett Street Project (Cottrell Street)
- 373 Coupland Street Project (S. Broad & Muery Streets)
- 374 Thrall Street Project S Bounds Street
- 390 Hutto Waterline Realignment
- 463 Southeast Loop (Corridor E1) (CR 138 to CR 137)

- 390 CR 401, CR 402, CR 404 Overlays
- 463a Southeast Loop (Corridor E1) Demolition Phase 1
- 463b Southeast Loop (Corridor E1) Demolition Phase 2

Change Order Number

materials (6'x4' box culvert) furnished by the County.

Project No.	1809-261		Original Cont	\$8,910,862.73					
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	<u>Days</u>	<u>Total</u>
		Proceed	Work	Completion	Certificate		<u>Days</u>	Added	<u>Days</u>
12/14/2018	2/5/2019	4/26/2019	5/6/2019	10/20/2020	6/29/2021		390	144	534
Invoice	Beginning	Ending	<u>Days</u>	Current	Invoice	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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 Co	ompletion issu	ued for 6/29/21.					

01 10/8/2019 \$66,291.83 \$ 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

Cost This CO

Total COs

Approved

 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.

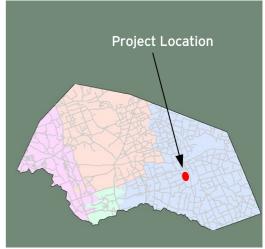
 Change Order Number
 Approved
 Cost This CO
 Total COs

 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: 3.76 Miles

Roadway Classification: Rural Collector

Project Schedule: July 2020 - December 2021 Estimated Construction Cost: \$13 Million



October 2021 IN REVIEW

10/1/2021: Crews continued forming and began pouring concrete for the cattle guard at Little Mustang Creek. The old box culvert at the South Fork of Mustang Creek was removed and the old CR 101 was excavated from the South Fork of Mustang Creek to the north.

10/8/2021: Crews completed forming and pouring concrete for the cattle guard at Little Mustang Creek and placed the pipe for the cattle guard. The old CR 101 was excavated from the South Fork of Mustang Creek to the north.

10/15/2021: Crews poured concrete for the rip rap flume on the east side of the right of way near the ski lakes. Subcontractor Primate Construction grooved the Little Mustang Creek bridge deck.

10/22/2021: Crews placed drainage pipe at driveways 21 through 25 from the middle of the project to the north end of the project. The area inlet was installed and the rest of the pipe was placed for Culvert 5 near the southwest corner of the CR 160 intersection.

10/29/2021: The inverts and collars were poured for the area inlet at Culvert 5 near the southwest corner of the CR 160 intersection.





Design Engineer: BGE, Inc. Contractor: James Construction Construction Observation: Kyle McCoy, HNTB

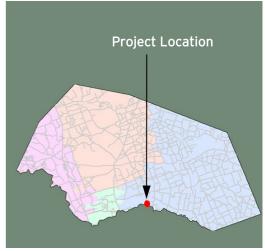
Williamson County Road Bond Program

Project No.	2138						Original Cont	ract Price =	\$13,092,842.00
Letting	Award	Notice To	Begin	Substantial	Completion		Total Bid	<u>Days</u>	<u>Total</u>
		Proceed	Work	Completion	Certificate		<u>Days</u>	<u>Added</u>	<u>Days</u>
10/10/2019	11/5/2019	6/26/2020	7/6/2020				540		540
Invoice	Beginning	Ending	Days	Current	Invoiced	Current	<u>Total</u>	<u>% (\$)</u>	% Time
Number	Date	Date	Charged	Invoice	<u>Total</u>	Retainage	Retainage	Used	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
16	10/1/2021	10/31/2021	31	\$731,491.99	\$9,115,595.91	-\$451,798.89	\$479,768.18	74	89
7/31/2020	Comments -	The Notice to P	roceed was is	ssued 6/26/20 with	n Time Charges b	eginning on 7/6/	2020.		
Change Order 1	Number		Approved			Cost This CO			Total COs
01	_		9/14/2021			139,570.57			\$ 139,570.57
				unty. This Change 4, and use of full-		-		-	_
Change Order 1	Number		Approved			Cost This CO			Total COs
02			9/14/2021			87,600.15			\$ 227,170.72
				unty. This Chang bores and water m			the method of ins	tallation of the 2	24" waterline
Change Order 1	Number		<u>Approved</u> 9/28/2021			Cost This CO 81,281.83			Total COs \$ 308,452.55
3B: County Con			ement. This c	hange order chang and adds a sixth v		section from typ			phalt at south end
Change Order 1		•				Cost This CO	-		Total COs
04	NUIIIUCI		<u>Approved</u> 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



October 2021 IN REVIEW

10/1/2021: James Construction (JCG) poured the concrete leveling pad for MSE Retaining Wall 4 and began forming for the MSE Wall 5 leveling pad. The Bridge Church began removal of their property within the ROW.

10/8/2021: JCG poured the concrete leveling pad for MSE Retaining Wall 5. Subcontractor GK Construction began tying steel for the SCS Pond Bridge drill shafts.

10/15/2021: JCG poured the concrete leveling pad for MSE Retaining Wall 5, 6, and part of 7. They also began installing the underdrain for MSE Retaining Wall 4 and 5. Subcontractor GK Construction continued tying drill shaft cage for the SCS Pond Bridge and began tying steel for the Tributary Bridge.

10/22/2021: JCG poured the bottom half of the concrete leveling pad for MSE Retaining Wall 7. Crews installed the underdrain for MSE walls 4 and 5 and began installing panels for MSE Wall 4.

10/29/2021: JCG set the first row of panels for Wall 4. Subcontractor Beaird Drilling drilled and placed concrete for drill shafts 1-4 on bents 2 and 3 of the bridge at SCS Pond 21.





Design Engineer: RTG Contractor: James Construction Construction Observation: Kyle McCoy, HNTB

Williamson County Road Bond Program

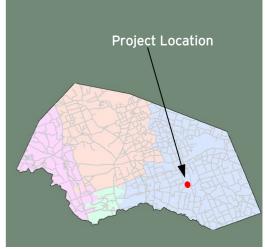
Project Name: Southeast Loop Segment 1, Phase 1

Project No	. 13346						Original Contr	act Price =	$P_{\text{rice}} = \$11,526,789.09$	
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	Total Days	
3/30/2021	4/27/2021	7/12/2021	7/19/2021				534	24	558	
Invoice Number 1 2 3	Beginning Date 7/19/2021 9/1/2021 10/1/2021	Ending Date 8/31/2021 9/30/2021 10/31/2021	<u>Days</u> <u>Charged</u> 44 30 31	Current <u>Invoice</u> \$767,411.06 \$328,739.28 \$221,811.16	Invoiced Total \$767,411.06 \$1,096,150.34 \$1,317,961.50	Current Retainage \$85,267.90 \$36,526.58 \$24,645.69	Total Retainage \$85,267.90 \$121,794.48 \$146,440.17	% (\$) <u>Used</u> 7 10 13	% Time <u>Used</u> 8 13 19	
7/31/2021	Comments -	Time Charges b	egan on 7/19/	21.						
Change Order Number 01			<u>Approved</u> 8/3/2021			Cost This CO 148,710.35			<u>Total COs</u> 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





County Road Paving (CR 401, CR 402, CR 404)

Project Length: 1.956 Miles Roadway Classification: Rural Local

Project Schedule: October 2021 - Late 2021 Estimated Construction Cost: \$.92 Million



October 2021 IN REVIEW

10/1/2021: Texas Materials completed the paving on CR 404 at FM 973 and placed the Type B hot mix asphalt on CR 401.

10/8/2021: Texas Materials completed the paving on the project.

10/15/2021: No work was performed this week.

10/22/2021: No work was performed this week.

10/29/2021: No work was performed this week.



Design Engineer: HNTB Corporation Contractor: Texas Meterials Group, Inc. Construction Observation: Steven Shull, HNTB

Williamson County Road Bond Program



County Road Paving (CR 401, 402, 404)

Project No	. T4320						Original Contr	act Price =	\$922,709.84
<u>Letting</u>	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	<u>Days</u> <u>Added</u>	<u>Total</u> <u>Days</u>
8/27/2021	9/14/2021	9/27/2021	10/7/2021				84		84
<u>Invoice</u> <u>Number</u> 1	Beginning Date 10/7/2021	Ending Date 10/29/2021	Days Charged 23	<u>Current</u> <u>Invoice</u> \$756,349.89	<u>Invoice</u> <u>Total</u> \$756,349.89	Current Retainage \$39,807.89	Total Retainage \$39,807.89	% (\$) <u>Used</u> 86	% Time Used 27
9/27/2021	Comments -	Notice to Proce	ed on 9/27/21	with time charge	s beginning 10/7/	21.			
							Adjus	sted Price =	\$922,709.84

Meeting Date: 11/16/2021

Awarding IFB #21IFB23 Metal Beam Guard Fence (MBGF) In Place

Submitted For: Joy Simonton Submitted By: Andrew Portillo,

Purchasing

37.

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #21IFB23 Metal Beam Guard Fence (MBGF) In Place to the lowest responsive bidder Southeast Highway Guardrail and Attenuators, LLC.

Background

The Purchasing Department solicited bids for IFB #21IFB23 Metal Beam Guard Fence (MBGF) In Place. 670 suppliers were invited to bid of which twenty-one (21) suppliers viewed the bid documents and two (2) suppliers responded. Staff is recommending award to Southeast Highway Guardrail and Attenuators, LLC, Inc. in an amount not to exceed \$150,900.00. The Road and Bridge Department point of contact is Terron Evertson. Funds are budgeted in the FY 22 funding source 01.0200.0210.003599.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter agreement Bid Tab

Form Review

Inbox Reviewed By Date

Purchasing (Originator) Joy Simonton 11/10/2021 10:20 AM County Judge Exec Asst. Becky Pruitt 11/10/2021 10:32 AM

Form Started By: Andrew Portillo Started On: 11/03/2021 03:27 PM



November 3, 2021

Ms. Joy Simonton Director/Purchasing Agent Williamson County Purchasing Department 100 Wilco Way, Suite P101 Georgetown, Texas 78626

Subject: Recommendation for IFB #21IFB23 – Metal Beam Guard Fence (MBGF) In Place

After reviewing all the pertinent information, we have concluded that Southeast Highway Guardrail and Attenuators, LLC. submitted the overall lowest and best offer for the 21IFB23 bid, Metal Beam Guard Fence (MBGF) In Place. I recommend to the Williamson County Commissioners Court that they award Southeast Highway Guardrail and Attenuators, LLC. the vendor for IFB #21IFB23 – Metal Beam Guard Fence (MBGF) In Place.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.

County Engineer



Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ____Southeast Highway Guardrail and Attenuators, LLC.___ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the 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 following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the _IFB__ Solicitation # __21IFB23_, _ Metal Beam Guard Fence (MBGF) In Place__; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _One Hundred Fifty Thousand Nine Hundred dollars (\$_\$\$150,900.00_) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the ___IFB___ Solicitation # __21IFB23__, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from

the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. 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 terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FO	R SUB	STAN	ITIAL	COMI	PLETIC	N:							
Under no amendmen DOCUMI	nt to ENTS	this ARE	Agree AN	ment. ESSEN	THE	TIME: ELEME	S SET NT OF	FOR THE	TH IN AGRE	THE EMENT	CONSTR T. TIME	RUCTI E LIM	ION ITS
43 Fi	nal Ca	mnlat	ion T	The Wo	ork shal	ll be fully	and fi	nally co	mnleted	on or	hofore		

- **4.3 Final Completion.** The Work shall be fully and finally completed **on or before** ______; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.
- 4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

- **6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.
- **6.3** Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- 6.5 As part of Contractor obligation to coordinate the Work, Contract shall:
 - a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
 - b. provide an on-site, full-time superintendent for the duration of the Work;
 - c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
 - d. at Owner's request, attend public meetings and hearings concerning the development of the Work:
 - e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
 - f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
 - g. advise Owner of any tests that should be performed;
 - h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
 - i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
 - j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
 - k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

- 6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.
- 6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

- 6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.
- 6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

- **6.11** Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.
- **6.12** Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- **6.13** Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

- a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
- b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

- c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
- d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
- e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
- Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

- **8.1** Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.
 - **8.1.1** The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, 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 Owner.

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

e. Builder's Risk Insurance (all risks)

An all risks policy shall be 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 the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- 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.
- 2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- f. Umbrella coverage in the amount of not less than \$1,000,000.
- **8.1.2** The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

- a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
- b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
- c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
- d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

- (1) 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 Work.
- (2) Duration of the Work includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.
- (3) Coverage Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (4) Persons providing services relating to the Work ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the 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 in relation to the Work. "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 Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets
- b. The 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 the Contractor providing services in relation to the Work, for the Duration of the Work.
- c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

- d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.
- e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:
 - (1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and
 - (2) no later than seven days after receipt by the 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 Work.
- f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.
- g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.
- h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.
- i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, 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 the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.
- 8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, 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.
- **8.1.6** The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

- **8.1.7** The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- **8.1.8** The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- 8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

- INDEMNIFICATION EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT 8.2.1 PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, 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. CONTRACTOR 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.
- 8.2.2 INDEMNIFICATION OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.
- **8.3** Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

- **9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.
- **9.3** Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

- 10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.
- **10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

- 11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
- 11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 11.4 Governing Law and Venue. This Agreement 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 where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.
- 11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.
- 11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.
- 11.7 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- 11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.
- 11.9 Audits. Contractor agrees that Owner 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 Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.
- **11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.
- 11.11 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 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.

- 11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 11.14 Sales and Use Tax Exemption. 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.
- 11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement 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.
- 11.16 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 Agreement. 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.
- 11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement 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.

- 11.18 Reports of Accidents. Within 24 hours after Contractor 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 third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.
- 11.19 Relationship of the Parties. 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.
- 11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement 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 this Agreement.
- 11.21 Execution in Counterparts. This Agreement 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.
- 11.22 Entire Agreement. This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE OWNER HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:	CONTRACTOR:
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Southeast Highway Guardrail & Attenuators, LLC
By: Printed Name:	By: Printed Name: Barry Shyder
Title:	Title: CEO
Date:	Date: 11/3/2\
Party Representatives	
Owner's Designated Representative ("ODR"):	Contractor's Designated Representative:
Phone	Phone

Metal Beam Guard Fence (MBGF) In Place Williamson County 21IFB23

			F	кнв	Southeast Highway Guardrail and Attenuators LLC		
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST
500 6001	MOBILIZATION	LS	1	\$10,000.00	\$10,000.00	\$250.00	\$250.00
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	1,600	\$38.25	\$61,200.00	\$24.00	\$38,400.00
540 6002	MTL W-BEAM GD FEN (STEEL POST)	LF	400	\$38.00	\$15,200.00	\$27.00	\$10,800.00
540 6005	TERMINAL ANCHOR SECTION	EA	10	\$850.00	\$8,500.00	\$800.00	\$8,000.00
540 6006	MTL BEAM GD FEN TRANS (THRIE- BEAM)	EA	8	\$100.00	\$800.00	\$1,800	\$14,400.00
540 6007	MTL BEAM GD FEN TRANS (TL2)	EA	2	\$100.00	\$200.00	\$800.00	\$1,600
540 6008	MTL BEAM GD FEN TRANS (T101)	EA	2	\$100.00	\$200.00	\$1,100	\$2,200
540 2015	MTL W-BEAM GD FEN(TIM POST)RADIUS RAIL	LF	300	\$70.00	\$21,000.00	\$43	\$12,900
540 2022	MTL W-BEAM GD FEN(STL POST)RADIUS RAIL	LF	100	\$50.00	\$5,000.00	\$52	\$5,200
540 2023	RADIAL TERMINAL ANCHOR SECTION (DRWY)	EA	2	\$100.00	\$200.00	\$900	\$1,800
540 6015	DRIVEWAY TERMINAL ANCHOR SECTION	EA	2	\$100.00	\$200.00	\$900	\$1,800
540 6014	SHORT RADIUS	LF	100	\$10.00	\$1,000.00	\$45	\$4,500
542 6001	REMOVING METAL BEAM GUARD FENCE	LF	1,200	\$13.00	\$15,600.00	\$3	\$3,600
542 6002	REMOVING TERMINAL ANCHOR SECTION	EA	10	\$200.00	\$2,000.00	\$100	\$1,000
542 6004	RM MTL BM GD FEN TRANS (THRIE- BEAM)	EA	8	\$25.00	\$200.00	\$100	\$800
542 2004	REMOVING MTL BM GD FEN TRANS (TL2)		2	\$25.00	\$50.00	\$25	\$50
542 6005	RM MTL BM GD FENCE TRANS (T101)	EA	2	\$25.00	\$50.00	\$100	\$200
544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	14	\$4,850.00	\$67,900.00	\$2,900	\$40,600
544 6003	GUARDRAIL END TREATMENT (REMOVE)	EA	14	\$1,475.00	\$20,650.00	\$200	\$2,800
				TOTAL	\$229,950.00	TOTAL	\$150,900.00

Meeting Date: 11/16/2021

Proposed amendments to the Williamson County Subdivision Regulations

Submitted For: Terron Evertson Submitted By: Kelly Murphy,

Infrastructure

38.

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting the date of December 7, 2021 at 10:00 AM to consider and take action on proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publishing notice of same in the Williamson County Sun.

Background

The proposed amendments have undergone a public review process.

Fiscal Impact

From/To Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 11:58 AM

Form Started By: Kelly Murphy Started On: 11/10/2021 10:44 AM

Meeting Date: 11/16/2021

FM3349 at US79 HDR Contract Amendment No. 4 **Submitted By:** Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

39.

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the FM 3349 at US 79 contract between Williamson County and HDR Engineering, Inc. relating to the 2019 Road Bond Program. Project: P332. Fund Source: Road Bonds.

Background

The Contract Amendment No. 4 increases the compensation cap by \$1,300,000.00 from \$3,850,000.00 to \$5,150,000.00. This will allow for the design of additional work requested by UPRR needed for UPRR permit. This work is not reimbursable by UPRR. This amendment also adds new labor rate categories that will allow for specialized surveying within the UPRR right-of-way.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

FM3349atUS79-HDR-ContractAmendment4

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 12:00 PM

Form Started By: Marie Walters Started On: 11/10/2021 11:27 AM

CONTRACT AMENDMENT NO. 4 TO WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:

FM 3349 at US 79	[P332]	("Project")
		· • ·

THIS CONTRACT AMENDMENT NO. <u>4</u> to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and <u>HDR Engineering</u>, <u>Inc</u>. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective <u>July 23, 2019</u> (the "Contract");

WHEREAS, the County and the Engineer executed Contract Amendment No. 1 on August 4, 2020 to increase the maximum amount payable under the Contract to \$3,350,000.00;

WHEREAS, the County and the Engineer executed Contract Amendment No. 2 on June 29, 2021 to increase the maximum amount payable under the Contract to \$3,850,000.00;

WHEREAS, the County and the Engineer executed Contract Amendment No. 3 on August 10, 2021 to revise Exhibit 'D' Rate Schedule;

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$3,850,000.00 to \$5,150,000.00.
- II. Exhibit 'D' Rate Schedule is hereby revised and attached.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	COUNTY:
By:	By:
Signature Mark Borenstein, PE Printed Name	Signature <u>Bill Gravell</u> Printed Name
Vice President Title	County Judge Title
November 10, 2021 Date	Date

INLAND GEODETICS, LLC

SURVEY HOURLY RATE SCHEDULE

Field Crew Services

Two (2) Person Field Crew	\$150.00 per hour
Three (3) Person Field Crew	\$170.00 per hour
Four (4) Person Field Crew	\$190.00 per hour
Additional Crewmember	\$ 54.00 per hour
GPS Field Operator & Vehicle & GPS Receiver	\$120.00 per hour
All Terrain Vehicle	\$ 55.00 per day
Additional Vehicle	\$ 60.00 per day

Crew Rates include one four-wheel drive vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Office Personnel Services

Office personnel are available at fixed hourly rates.

Project Manager	\$140.00 per hour
Licensed State Land Surveyor	\$150.00 per hour
Registered Professional Land Surveyor	\$135.00 per hour
Survey Technician	\$102.00 per hour
Clerical Support	\$ 58.00 per hour

Surveying Services within Union Pacific Railroad Right-of-Way New Rate Categories to be added (Billed at Actual Costs with Documentation)

RailPros Flagman	\$ 1,750.00	Per day
UPRR Application for Right-of-Entry Agreement Fee	\$ 1,500.00	Per each
UPRR Right-of-Entry License Fee	\$ 2,300.00	Per each
Railroad Protective Liability Insurance	\$ 2,100.00	Per each

	GEOTECHNICAL ENGINEERING SERVICES - Master Rate Schedule		
	Consultant Name: Terracon Consultants, Inc.	Unit	Rate
0. Personnel		_	_
	cipal / Officer / Consultant, P.E.	Per hr	\$200.00
0.2 Principal E		Per hr	\$185.00
0.3 Senior Geo		Per hr	\$170.00
	ineer, P.E. / Senior Project Manager	Per hr	\$160.00
0.5 Project Ma	0	Per hr	\$140.00
0.6 Project Eng		Per hr	\$130.00
	f Engineer, P.E.	Per hr	\$125.00
0.8 Staff Engin 0.9 Field Engin	•	Per hr Per hr	\$115.00 \$110.00
0.10 Field Geold		Per hr	\$110.00
0.11 Laboratory		Per hr	\$150.00
	Coordinator / Draftsman	Per hr	\$90.00
	ling Services Coordinator	Per hr	\$90.00
0.14 Administra		Per hr	\$55.00
1. Drilling			
1.1 Rig Mobiliz	ation	Per ea	\$400.00
1.2 Minimum	Daily Rig Charge (only if drill depth rates below not used)	Per day	\$865.00
	g (includes backfilling of boring)		
	oil Drilling 0' to 50' depth	Per ft	\$17.00
	oil Drilling 51' to 100' depth	Per ft	\$19.00
	oil Drilling 101' to 150' depth	Per ft	\$23.00
	tandard Penetration Tests (SPT) (ASTM D 1586)	Per ea	\$26.00
	helby Tube (Thin Wall/3") (ASTM D 1587)	Per ea	\$26.00
	xDOT Cone Penetrometer (TEX-132-E)	Per ea	\$35.00
	ng / Augering Surcharge	1	
	ock Augering Surcharge (to be added to soil drilling depth rates above only when rock is	Per ft	\$7.00
	ugered, but not cored)		
	g (includes backfilling of boring)	Don 6t	¢2/ F0
1.5.1 R 1.5.2 R	ock Coring 0' to 25' depth ock Coring 25' to 35' depth	Per ft Per ft	\$26.50 \$28.00
	ock coring 35' to 50' depth	Per ft	\$31.50
	ock coring 50' to 65' depth	Per ft	\$35.50
	ock coring 55' to 80' depth	Per ft	\$40.50
1.6 Concrete C		TOTAL	ψ+0.50
	rip Charges (round-trip)	Per ea	\$130.00
	quipment Charge	Per hr	\$52.50
	ore Bit Surcharge (in addition to base equipment charge)		
	.6.3.1 - 3-inch diameter core	Per inch	\$10.50
1	.6.3.2 - 4-inch diameter core	Per inch	\$12.50
1	.6.3.3 - 6-inch diameter core	Per inch	\$15.50
1.6.4 R	epair Core hole	Per ea	\$78.50
1.7 HMAC Cor			
	rip Charge (round-trip)	Per ea	\$130.00
	quipment Charge	Per hr	\$78.50
	epair Core hole with Cold Mix	Per ea	\$42.00
1.8 Support Tr		Per day	\$130.00
1.9 Water True		Per day	\$130.00
1.10 stem auge	m Auger Surcharge (to be added to soil drilling depth rates above only when hollow rs are required)	Per ft	\$10.50
	ter Observation Well - 20' deep - Materials Only (other depths quoted upon request)	Per ea	\$630.00
	ter Observation Well - 20' deep - Completed Well with Concrete Pad and Lockable Cap ths quoted upon request)	Per ea	\$2,300.00
1.13 Steam Clea		Per day	\$315.00
1.14 Air Compre	essor	Per day	\$115.50
	(two-person crew) - Safety Training, per hour per person		

New Sub-Consultant Rate Categories to be added

Terracon Consultants, Inc.

		GEOTECHNICAL ENGINEERING SERVICES - Master Rate Schedule		
		Consultant Name: Terracon Consultants, Inc.	Unit	Rate
2. Labora				
		Content (ASTM D 2216)	Per ea	\$8.00
		content + Dry Density (ASTM D 2937) q Limits (ASTM D-4318; TEX-104-E, TEX 105-E and TEX-106-E)	Per ea Per ea	\$28.50 \$65.00
		eter Analysis (ASTM D 422)	Per ea	\$125.00
		Sieve (ASTM D-1140; TEX-111-E)	Per ea	\$50.00
		Gradation: Including No. 200 sieve (ASTM D-422, TEX 110E)	Per ea	\$157.50
		Gradation: Including Hydrometer (ASTM D-422) Density Relationship: Standard Effort: 4" Mold (ASTM D 698 A & B)	Per ea Per ea	\$230.00 \$345.00
		Density Relationship: Standard Effort: 6" Mold (ASTM D 698 C & D)	Per ea	\$345.00
		Density Relationship: Modified Effort; 4" Mold (ASTM D 1557)	Per ea	\$345.00
		Density Relationship: Modified Effort; 6" Mold (ASTM D 1557)	Per ea	\$345.00
		Density Relationship: Base & Cohesionless Sand (TEX-113-E)	Per ea	\$455.00
		Density Relationship: Subgrade & Embankment Soils (TEX 114 E) Part II ed Compression Test - Cohesive Soils (ASTM D 2166)	Per ea Per ea	\$383.00 \$35.00
		ed Compression Test - Rock (ASTM D 7012-C)	Per ea	\$40.00
	Consolid			
		Consolidation Test (ASTM D 2435) (up to 6 load increments)	Per ea	\$472.50
2.17		Each additional load increment in excess of 6	Per ea	\$52.50
		Inconsolidated-Undrained (UU) (ASTM D 2850) (per point) onsolidated-Undrained (CU) with pore pressures (ASTM D 4767) (3 pts.)	Per ea Per ea	\$125.00 \$1,000.00
		onsolidated-Undrained (CU) with pore pressures (ASTM D 4767) (3 pts.)	Per stage	\$840.00
		mple Shear CU, per point (ASTM D 6528)	Per ea	\$267.50
		ear CD, per point (ASTM D 3080), includes extrusion, unit wt., and moisture	Per ea	\$267.50
		ear CD with residual strength, per point, includes ext., unit wt., and moisture	Per ea	\$267.50
		e (Volumetric) (ASTM D 427, ASTM D 4943) e (Bar Linear) (TEX-107-E)	Per ea Per ea	\$267.50 \$99.00
		e (bal Linear) (16.4-107-6) essure (ASTM D 4546) Single Load	Per ea	\$155.00
		ssure (ASTM D 4546) Multi-Load Increments	Per ea	\$420.00
	Free Swe		Per ea	\$105.00
		d Pressure Swell	Per ea	\$420.00
	PVR (TEX	124-E) axial Compression Test (TEX-117E)	Per ea	\$155.00
2.30	2.30.1	Molding, Curing, and Testing 9 Specimens	Per ea	\$1,890.00
	2.30.2	Sample Preparation (TEX-101-E)	Per ea	\$105.00
	2.30.3	Sieve Analysis (TEX-110-E)	Per ea	\$157.00
	2.30.4	Atterberg Limits (Liquid and Plastic Limits) (TEX-104-E, TEX-105-E, TEX-10-E)	Per ea	\$105.00
	2.30.5	Percent Passing No. 200 Sieve (TEX-111-E) Bar Linear Shrinkage of Soils (TEX-107-E)	Per ea Per ea	\$105.00 \$99.00
		Wet Ball Mill (TEX-116-E)	Per ea	\$420.00
2.31		Relationship: PI Method (TEX-112-E, ASTM D 3551)	Per ea	\$400.00
2.32		Relationship: PH Method (ASTM D 6276, ASTM D 3551)	Per ea	\$185.00
2 22		Compression Test (TEX-121-E, Part 1; ASTM D 3551) (test includes 4 lime contents - each	Per ea	\$1,300.00
		tent involves 3 test specimens) Compaction Testing (TEX-121-E, Part II)	Per ea	\$420.00
		Limits of Lime Treated (ASTM D 4318, ASTM D 3551)	Per ea	\$99.00
		remolding	Per ea	\$78.00
		n, Shrinkage, and Uplift Pressure of Soil-Lime Mixtures (ASTM D-3877)	Per ea	\$315.00
2.38	California 2.38.1	a Bearing Ratio (CBR) CBR of Laboratory-Compacted Soils (ASTM D 1883)	Per ea	\$400.00
	2.38.2	Each Additional Point	Per ea	\$78.50
				+.5.00
3. Miscel				
3.1	Soluble S		D	#7E 00
	3.1.1	Soluble Sulfate (ASTM C88) Soluble Sulfate (Tex-145-E)	Per ea Per ea	\$75.00 \$100.00
3 2		Gravity of Soils (TEX-145-E)	Per ea	\$78.00
3.3	Soil pH (TEX-128-E)	Per ea	\$52.00
		ry Resistivity (ASTM G-58, TEX 129-E)	Per ea	\$95.00
		te, Chloride & Resistivity	Per ea	\$150.00
	Organic (est of Clayey Soils (ASTM 6572) Content	Per ea	\$52.50
3.7	3.7.1	Organic Content (ASTM D2974)	Per ea	\$63.00
	3.7.2	Organic Content (Tex-148-E)	Per ea	\$89.00
3.8	Permeab			
	3.8.1	Falling Head (ASTM D 5084)	Per ea	\$456.00
3 0	3.8.2 Traffic Co	Constant Head (ASTM D 2434) ontrol Services (rolling single-lane closure), per day	Per ea Per day	\$472.50 \$2,500.00
	RailPros		Per day	\$2,300.00
		cation for Right-of-Entry Agreement Fee	Per ea	\$1,201.75
		of-Entry License Fee	Per ea	\$2,300.00
3.13	Railroad	Protective Liability Insurance	Per ea	\$2,012.50

Terracon Consultants, Inc. 2 of 2

Meeting Date: 11/16/2021

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
- 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 SH 29 @ DB Wood.
- 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.
 - I) 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

40.

- 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 Description Amount

Attachments

No file(s) attached.

From/To

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 11:00 AM

Acct No.

Form Started By: Charlie Crossfield Started On: 11/10/2021 09:47 AM

Meeting Date: 11/16/2021

Economic Development

Submitted For: Charlie Crossfield Submitted By: Charlie Crossfield, Road

Bond

41.

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

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

- 1. Business prospect(s) that may locate or expand within Williamson County.
- 2. Project Crystal
- 3. Project Winston
- 4. Project Solo
- 5. Project Stamp
- 6. Project Red Hot Chili Pepper
- 7. Project Nirvana
- 8. Project Sound Garden
- 9. Project Def Leopard
- 10. Project Flex Power
- 11. Project Pearson Ranch
- 12. Project Orange
- 13. Project Fittipaldi

Background

Fiscal Impact

From/To Acct No. Description Amoun

Attachments

No file(s) attached.

Form Review

Inbox Reviewed By Date

County Judge Exec Asst. Becky Pruitt 11/10/2021 11:00 AM

Form Started By: Charlie Crossfield Started On: 11/10/2021 09:55 AM