

**CONTRACT NO. 473-25-00001**  
**BETWEEN**  
**THE PUBLIC UTILITY COMMISSION OF TEXAS**  
**AND**  
**RESOURCE DATA**

This contract engages a contractor to perform high-quality georeferencing and digitizing of electric service area boundaries from historic scanned county maps in Texas.

The parties to this contract are the PUCT, an agency of the State of Texas, located at 1701 N. Congress Ave., Austin, Texas 78701, and Resource Data (Contractor), with a mailing address of 15915 Katy Fwy., #350, Houston, Texas, 77094.

**The PUCT and Contractor agree that the terms and conditions contained herein and any attachments, together with the terms and conditions contained in Texas Department of Information Resources #DIR-CPO-4514 and its attachments, comprise the entire agreement between the parties (contract) in compliance with Texas Department of Information Resources #DIR-CPO-4514, Appendix A, Standard Terms and Conditions For Product and Services Contracts, Section 4.**

**Article 1. DEFINITIONS**

When used in this contract, the following terms have the following meanings:

- (1) **Business day** means a day other than a: (i) Saturday or Sunday; (ii) national holiday under Texas Government Code § 662.003(a); or (iii) state holiday under Texas Government Code § 662.003(b). Unless described as a ‘**business day**’, a ‘**day**’ means a calendar day.
- (2) **Commission** means the governing body of the PUCT.
- (3) **Contractor** means the person, organization, business entity, or other entity that was selected for the contract contemplated by Request For Proposals (RFP) 473-25-00001.
- (4) **May** means “is authorized to.”
- (5) **Parties** means the PUCT and Contractor. **Party** means the PUCT or Contractor.
- (6) **Proposer** means a person, organization, business entity, or other entity that submitted a proposal in response to RFP 473-25-00001.
- (7) **PUCT** means the Public Utility Commission of Texas, an agency of the state of Texas.
- (8) **Services** means any and all services performed and any and all goods and products delivered by Contractor as specified in Attachment A, Statement of Work.
- (9) **Statement of Work** means the description of goods and services to be provided, as specified in Attachment A to this contract.
- (10) **Vendor** means a person, organization, business entity, or other entity that has been selected for or entered into a contract with a Texas state agency.
- (11) **Week** means seven consecutive calendar days.

## **Article 2. COMPENSATION**

**2.1 Compensation.** Contractor agrees to provide all Services (including labor, expenses, and any other services) described in the Statement of Work, Attachment A, at the hourly rates of \$148.80 for Sr. GIS Project Manager work and \$89.08 for GIS Analyst work as identified in Section 5.A.4. of the Contractor's last submitted best and final offer. These fees reflect the Texas Department of Information Resources discounted price. The total price of this contract shall not exceed \$273,011.00 for the term of the contract. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT's written authorization to increase its fee. Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this contract before Contractor performs any Services or may invoice the increased fee.

**2.2 Payment Process.** The Contractor will submit an invoice to the PUCT contract administrator after the completion and approval of Contractor's work in each project Phase described in Attachment A, Statement of Work, Tables 1 and 2. Contractor must submit an invoice to the PUCT contract administrator no later than the 15th day of the month after the month that the billed Services for that project Phase were performed and approved. The invoice must contain the name of the person performing Services and a brief description of work performed, including the project Phase for which the work was performed, and a description of any applicable deadlines for deliverables during the period invoiced and the date those deliverables were provided to the PUCT. No payment will be made for administrative overhead, overtime, or other costs not specifically described in this contract.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor's federal taxpayer identification number, a description of the Services provided, and the name and division of the PUCT contract administrator.

Contractor must submit the invoice to the PUCT as follows:

By email to: [Payables@puc.texas.gov](mailto:Payables@puc.texas.gov), with a copy to [Jay.Stone@puc.texas.gov](mailto:Jay.Stone@puc.texas.gov)

Or by mail to: Accounts Payable

Public Utility Commission of Texas

P.O. Box 13326

Austin, TX 78711-3326

The PUCT contract administrator will review the invoice and any other relevant documentation to ensure the Services were performed in compliance with the contract. If the invoice does not contain required information or documentation, or if the PUCT disputes that the Services were performed in compliance with the contract, the PUCT will reject the invoice and give the contractor its reasons and the opportunity to submit a corrected invoice.

Upon approval of the invoice, the PUCT will direct the payment of the invoice.

The PUCT reserves the right to withhold payment of any invoice(s) for poor performance, default, or non-compliance with the terms of the contract, without penalty to the PUCT. In such event, payment(s) may be withheld until the poor performance, default, or non-compliance is resolved in a manner satisfactory to the PUCT. The Contractor will not be entitled to any additional compensation from the PUCT for any damages or expenses incurred as a result of withheld payment(s) under this section.

**2.3 Release of Claims.** Contractor's acceptance of payment releases the PUCT of all claims for compensation owed in connection with this contract.

**2.4 Refund.** Contractor will promptly refund or credit within thirty calendar days any funds erroneously paid by PUCT which are not expressly authorized under the contract.

**2.5 Payments Made to Subcontractors.** Contractor must pay its subcontractors, if any, the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment is overdue on the 11th day after the date Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Section 5.1 of this contract).

**2.6 Records Retention.** Contractor shall maintain and retain all records relating to the performance of the contract, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Contractor must make all records available to the PUCT, PUCT's designee, or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT contract administrator.

**2.7 Contracting Information Responsibilities.** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the PUCT for the duration of the contract, (2) promptly provide to the PUCT any contracting information related to the contract that is in the custody or possession of the Contractor on request of the PUCT, and (3) on termination or expiration of the contract, either provide at no cost to the PUCT all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the PUCT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the PUCT agrees that the contract can be terminated if the PUCT knowingly or intentionally fails to comply with a requirement of that subchapter.

**2.8 Sole Compensation.** Payments under this Article are Contractor's sole compensation under this contract. Contractor must not incur expenses not contemplated under Attachment A, Statement of Work, with the expectation that the PUCT, the State of Texas, or any other agency of the State of Texas will pay the expense.

### **Article 3. CONTRACT ADMINISTRATION**

**3.1 PUCT Contract Administration.** The PUCT designates Tracy Montes to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor acknowledges that the PUCT contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or the Executive Director of the PUCT as the Commission's authorized designee.

**3.2 Contractor Contract Administration.** Contractor designates its contract administrator as Bill Fleming.

**3.3 Reporting.** Contractor must report directly to the PUCT contract administrator and must perform all activities in accordance with the reasonable instructions, directions, and requests conveyed to Contractor by the PUCT contract administrator.

**3.4 Cooperation.** The Parties' respective contract administrators must handle all communications between them in a timely and cooperative manner. The Parties must timely notify each other by email or other written communication of any change in designee or contact information.

**3.5 Media Releases.** Contractor shall not use the PUCT's name, logo, or other likeness in any press release, marketing material, or other announcement without the PUCT's prior written approval. The PUCT does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the response, or the services to which they relate without the PUCT's prior written consent, and then only in accordance with explicit written instructions from the PUCT. Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a Party to this contract to the PUCT contract administrator.

#### **Article 4. REPORTS AND RECORDS**

**4.1 Written Reports.** Contractor must provide written reports to the PUCT in the form and with the frequency specified in Attachment A, Statement of Work, or as otherwise agreed in writing between the Parties.

**4.2 Distribution of Consultant Reports.** Contractor agrees the PUCT has the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. The PUCT will also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that the PUCT may assert for the report or any portion thereof.

#### **Article 5. SUBCONTRACTING PARTIES**

**5.1 Use of Subcontractors.** The Parties acknowledge and agree that, at the time of execution of this contract, Contractor intends to perform the Services required under this Contract without the use of subcontractors. Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the PUCT. Subcontracts, if any, entered into by the Contract shall be in writing and be subject to the requirements of the contract. Should



Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Contractor will notify the PUCT contract administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any subcontract not contemplated at the initiation of this contract and any subsequent substitution of a subcontractor must be approved by an amendment according to the terms of Article 7.

**5.2 Sole Responsibility.** Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts in accordance with the terms of this contract.

**5.3 Prime Vendor Contract.** The Parties expressly agree that this contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this contract, notwithstanding the engagement of any subcontractor to perform an obligation under this contract.

## **Article 6. TERM AND TERMINATION**

**6.1 Term.** The term of this contract will begin on the date of the last signatory to sign the contract and will continue in effect for two (2) years unless terminated sooner under Sections 6.2 or 6.3 of this contract or unless extended. The parties may elect to extend this contract for one year. Any extension must be executed in writing and agreed to by both parties.

**6.2 Termination for Cause.** If Contractor fails to provide the goods or services contracted for according to the provisions of the contract or fails to comply with any terms or conditions of the contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. If the PUCT terminates Contractor for a violation of Section 18.21 of this contract, the PUCT need not provide any notice or opportunity for curing the default. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for cause.

**6.3 Termination for Convenience.** The PUCT reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the PUCT determines that such termination is in the best interest of the State. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The PUCT shall be liable for

payments limited only to the portion of work the PUCT authorized in writing and which Contractor has completed, delivered to the PUCT and which has been accepted by the PUCT. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. The PUCT shall have no other liability, including no liability for any costs associated with the termination.

**6.4 Transfer of Duties.** In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the contract to another entity without disruption to the provision of Services.

**6.5 Remedies for Breach.** All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. Actual damages, cost projections, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

#### **Liquidated Damages.**

Contractor's failure to meet any deliverables set forth in Attachment A, Statement of Work, would result in damages to the PUCT that, by their nature are difficult to ascertain. Deadlines will not be considered unmet if delays arise from circumstances outside the Contractor's reasonable control, including force majeure events, delays caused by the PUCT, or delays arising from mutual agreement between the Contractor and PUCT. Liquidated damages may be assessed, in the PUCT's sole discretion, at the rates set forth below. The liquidated damages are not intended to be a penalty and are solely intended as compensation for damages.

A. If the Contractor fails to resolve all remaining errors detected during Phases 2 -6 by the QAQC Contractor and the PUCT Project Team by the end of Phase 6, as set out in Attachment A, Statement of Work, 5% of the total contract price will be withheld from the Contractor's total payment until all errors are resolved to the PUCT's satisfaction.

B. If the Contractor fails to resolve all remaining errors detected by the QAQC Contractor and the PUCT Project Team by the end of Phase 7, including any issues with quality control and accuracy of the final deliverables encountered by the PUCT during beta testing, as set out in Attachment A, Statement of Work, 5% of the total contract price will be withheld from the Contractor's total payment until all errors are resolved to the PUCT's satisfaction.

The penalties in each of the preceding paragraphs (paragraphs A and B) will be applied cumulatively.

**6.6 Survival.** Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

#### **Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS**

**7.1 Material Change Requests.** The PUCT may propose changes to Attachment A, Statement of Work. Upon receipt of a written request from the PUCT for a change to Attachment A, Statement of Work, Contractor must, within the deadline specified in the request, or if no deadline is specified within a reasonable time after the request, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustments to this contract. No changes to Attachment A, Statement of Work, will occur without the Parties' written consent as provided in accordance with the terms stated in this contract.

**7.2 Change in Law and Compliance with Laws.** Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. The PUCT reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for the PUCT's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

**7.3 Assignment.** Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the PUCT. Any attempted assignment in violation of this provision is void and without effect.

**7.4 Amendments and Modifications.** This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this contract.

**7.5 Binding Effect.** The contract shall be binding upon and shall inure to the benefit of the PUCT and Contractor and to their representatives, successors, and assigns.

## **Article 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**8.1 Warranty of Performance.** Contractor represents, warrants, and covenants that it will perform the Services outlined in Attachment A, Statement of Work, in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

**8.2 Warranty of Services.** Contractor warrants that the Services will be rendered by the qualified personnel named in Section 19.8 of this contract. If Services provided under this contract require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

## **Article 9. RISK OF LOSS AND PROPERTY RIGHTS**

**9.1 Risk of Loss.** The risk of loss for all items to be furnished hereunder will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

**9.2 Ownership.** Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished materials, deliverables, conceptions, or products created or prepared for or on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has

accepted as part of the performance of Services hereunder, will be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the contract or upon termination or expiration of the contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.

**9.3 Prior Works.** Except as provided herein, all previously owned materials, conceptions, or products prior to execution of the contract will remain the property of Contractor and nothing contained in this contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

**9.4 Trademark Ownership.** Contractor hereby acknowledges and agrees that trademarks remain the exclusive property of the PUCT, that all right, title, and interest in and to the trademarks are exclusively held by the PUCT, and all goodwill associated with such trademarks inures solely to the PUCT.

**9.5 Program Information.** Program information, data, and details relating to Contractor's Services under this contract must be maintained separately from Contractor's other activities. Contractor must undertake all reasonable care and precaution in the handling and storing of this information.

**9.6 Provision to be Inserted in Subcontracts.** Contractor must insert a provision containing Sections 9.2 and 9.5 of this contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this contract.

## **Article 10. PUBLIC INFORMATION**

**10.1 Public Information Act.** Contractor understands that the PUCT will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with the solicitation of, or this resulting contract, may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the 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. For the purpose of this paragraph, paper documents, Adobe Portable Document Format files (.pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files will be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion.

The Parties acknowledge that not all terms of this contract may be confidential under the PIA, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." The PUCT will notify Contractor of requests for Contractor's information as required under the PIA. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the PIA, Contractor will not be required to make the information available to the public but may be required to facilitate the PUCT's provision of the information to the Texas

Attorney General for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor's information or data; it will be Contractor's sole responsibility to do so.

#### **Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION**

**11.1 No Conflicts of Interest.** Contractor 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 or reasonably create an appearance of impropriety.

**11.2 Prohibition on Transactions with Parties Adverse to the PUCT.** Contractor agrees that during the term of this contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT. The PUCT may waive this provision in writing if, in the PUCT's sole judgment, such activities of the Contractor will not be adverse to the interests of the PUCT.

**11.3 Notice of Conflict.** Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. If Contractor fails to do so, it will be grounds for termination of this contract for cause, pursuant to Section 6.2 of this contract.

**11.4 Prohibited Employment.** Contractor agrees that it will not hire any person whose employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

#### **Article 12. INDEMNIFICATION**

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE PUCT, 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 CONTRACTOR 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 CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND THE PUCT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### **Article 13. INSURANCE**

**13.1 Contractor Responsibility.** Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance or workers' compensation or any benefit available to a state employee.

**13.2 Minimum Insurance.** Contractor must, at its sole cost and expense, secure and maintain as a minimum, from the effective date of this contract and thereafter during the term of this contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

- a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products or completed operations - \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;
- b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence);
- c) workers' compensation insurance in accordance with the statutory limits, as follows: (i) employer's liability - \$1,000,000 each incident; and (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit; and
- d) cyber incident coverage to include: privacy breach related legal expenses to review and determine responsibilities under privacy breach laws; expenses related to compliance with privacy law notification requirements; credit and identification monitoring for up to 12 months after a cyber incident; expenses related to forensic investigations to investigate a system intrusion into the Contractor's computer system; and expenses to hire a public relations firm for public communications response; and

The PUCT and the State of Texas must be named an additional insured on the commercial liability and automobile policies.

Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an "A" rating from A.M. Best and authorized to provide the corresponding coverage.

**13.3 Certificates of Insurance.** Contractor must furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the effective date of this contract, and upon request thereafter. Contractor must provide the PUCT contract administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, will constitute a material breach of this contract. Contractor must provide thirty (30) days written notice of any notice for renewal or cancellation of insurance.

#### **Article 14. DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

### **Article 15. SOVEREIGN IMMUNITY**

Nothing in the contract shall be construed as a waiver of the PUCT's or the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas under the contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The PUCT does not waive any privileges, rights, defenses, or immunities available to the PUCT by entering into the contract or by its conduct prior to or subsequent to entering into the contract.

### **Article 16. GOVERNING LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the PUCT.

### **Article 17. COMPLIANCE WITH LAW**

**17.1 General.** Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services sold hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject. Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**17.2 Taxes.** Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Agency will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The PUCT shall not be liable for any taxes resulting from the contract.

**17.3 Workers' Compensation.** Contractor agrees that it will be in compliance with applicable state workers' compensation laws throughout the term of this contract and any renewals or extensions thereof.

**17.4 Conflicts.** Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT. Contractor agrees to inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT. In the event that Contractor becomes aware of inconsistencies between this Contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this contract, as necessary.

**17.5 Unfair Business Practices.** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and

Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

**17.6 Americans with Disabilities Act.** Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

**17.7 Lobbying Prohibition.** Contractor represents and warrants that the PUCT's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

**17.8 Disclosure of Interested Parties.** Contractor represents and warrants that if selected for award of a contract as a result of the solicitation, it will submit to the PUCT a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

#### **Article 18. CONTRACTOR'S CERTIFICATION**

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this contract for cause.

**18.1 Dealings with Public Servants Affirmation.** Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract..

**18.2 Debt and Delinquency Affirmation.** Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**18.3 Excluded Parties.** Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

Contractor further represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**18.4 Antitrust.** Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of the RFP, proposal, or this contract to any competitor or any other person engaged in the same line of business as Contractor.



**18.5 Prohibited Compensation.** Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this contract.

**18.6 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

**18.7 Child Support Obligation Affirmation.** Under Section 231.006 of the Family Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in § 231.006(f).

**18.8 Executive Head of State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the PUCT, (2) a person who at any time during the four years before the date of the contract was the executive head of the PUCT, or (3) a person who employs a current or former executive head of the PUCT.

Further, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the PUCT during the twelve (12) month period immediately prior to the date of execution of the contract.

**18.9 Buy Texas Affirmation.** In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

**18.10 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this 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.

**18.11 E-Verify Program.** Contractor certifies that for contracts for services, it shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America.

**18.12 Suspension and Debarment.** Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

**18.13 Entities that Boycott Israel.** Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel; or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

**18.14 COVID-19 Vaccine Passport Prohibition.** Under Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive this contract.

**18.15 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this 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.

**18.16 Energy Company Boycott.** Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies; or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

**18.17 Firearm Entities and Trade Associations Discrimination.** Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

**18.18 Data Management and Security Controls.** In accordance with Texas Government Code § 2054.138, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the PUCT as evidence of Contractor's compliance with the required controls.

**18.19 Critical Infrastructure Affirmation.** Pursuant to Texas Government Code § 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code § 2275.0103; or (ii) headquartered in any of those countries.

**18.20 Disaster Recovery Plan.** Upon request of the PUCT, Contractor shall provide the descriptions of its business continuity and disaster recovery plans.

**18.21 False Statements.** Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a contract with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void any resulting contract.

**18.22 Compliance with Executive Order GA 48.** Contractor certifies that neither it, nor its holding companies or subsidiaries, is: (a) Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); (b) Listed in Section 1260H of the 2021 NDAA; (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

**18.23 Disclosure of Prior State Employment.** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Contractor certifies that it does not employ an individual who has been employed by the PUCT or another agency at any time during the two years preceding the submission of the response to RFP 473-25-00001 or, in the alternative, Contractor has disclosed in its response the following: (i) the nature of the previous employment with the PUCT or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

**18.24 Restricted Employment for Certain State Personnel.** Pursuant to Section 572.069 of the Texas Government Code, Contractor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the PUCT involving Contractor within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

## **Article 19. GENERAL PROVISIONS**

**19.1 Independent Contractor.** Contractor and Contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Party is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against the PUCT for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between the Parties.

**19.2 Non-Exclusivity.** Nothing in this contract is intended nor will be construed as creating any exclusive arrangement between Contractor and PUCT. This contract will not restrict from acquiring any similar, equal, or like goods or services from other entities or sources.

**19.3 Taxes and Statutory Withholdings.** Contractor acknowledges that it is not a PUCT employee but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory

obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor must defend, indemnify, and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

**19.4 Notice.** Except as otherwise stated in this contract, all notices provided for in this contract must be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this contract), (c) sent by FedEx, with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice with the carrier.

IF TO THE PUCT:

ATTENTION: Executive Director  
1701 N. Congress Ave., 7th Floor  
Austin, TX 78701

With copies to the PUCT contract administrator, and Jay Stone, CTCD, CTCM, at the same address.

IF TO CONTRACTOR:

Brandi Dailey, Contracts Administrator  
560 E 34th Ave, Suite 100  
Anchorage, AK 99503

**19.5 Headings.** Titles and headings of articles and sections within this contract are provided merely for convenience and must not be used or relied upon in construing this contract or the Parties' intentions with respect thereto.

**19.6 Export Laws.** Contractor represents, warrants, agrees and certifies that it (a) will comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) will not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this contract in violation of any such laws, rules or regulations.

**19.7 Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

**19.8 Specific Personnel.** Contractor has identified the personnel for this assignment (“Team”), as follows: Ariel Gibson, President; Bill Fleming, Houston Director; Tasha Jackson, GIS Service Area Lead; Doug Ruppert, Sr. GIS Project Manager; Leah Bower, GIS Analyst; Phillip Carr, GIS Analyst; Jennifer Hunt, GIS Analyst; Laura Shelton, GIS Analyst; and Nibedita Sinha, GIS Analyst.

Contractor warrants that it will use its best efforts to avoid any changes to the Team during the course of this Contract. Should personnel changes occur during the term of this Contract or any extensions or renewals thereof, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor must provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor must remove from the project any individual whom the PUCT finds unacceptable for any reason in the PUCT's sole discretion. Contractor must replace such individual with another individual satisfactory to the PUCT as soon as practicable.

**19.9 No Felony Criminal Convictions.** Contractor represents and warrants that neither Contractor, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents or representatives of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised of the facts and circumstances surrounding the conviction.

**19.10 No Third-Party Beneficiaries.** Nothing contained in the contract, either express or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, or transferees any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, this contract.

**19.11 Prompt Payment.** All payments by PUCT to Contractor, any payments by Contractor to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract must be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code § 20.487.

## **Article 20. NO IMPLIED WAIVER**

The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

## **Article 21. ORDER OF PRECEDENCE**

In the event of a conflict between any provision of this contract and its attachments and any term or condition in Texas Department of Information Resources #DIR-CPO-4514 or its attachments, all reasonable efforts shall be made to read such provisions in harmony with one another so that effect may be given to each. If this cannot be accomplished, the following are given preference in the order listed below:

- (1) The terms and conditions of Texas Department of Information Resources #DIR-CPO-4514 and its attachments;
- (2) Attachment A to this contract, Statement of Work;
- (3) The terms and conditions of this contract and remaining attachments;
- (4) The RFP and any addendums; and
- (5) The Contractor's proposal and any amendments to the proposal, including best and final offers.

#### **Article 22. FORCE MAJEURE**

Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

#### **Article 23. SEVERABILITY**

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

#### **Article 24. EXCESS OBLIGATIONS PROHIBITED**

The contract is subject to termination or cancellation, without penalty to the PUCT, either in whole or in part, subject to the availability of state funds. The PUCT is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the PUCT becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either Party's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, the PUCT will not be liable to Contractor for any damages that are caused or associated with such termination or cancellation, and the PUCT will not be required to give prior notice.

#### **Article 25. DRUG FREE WORKPLACE POLICY**

Contractor must comply with the applicable provisions of the Drug-Free Work Place Act of 1988, (41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules

interpreting it are incorporated by reference and Contractor must comply with the relevant provisions thereof, including any amendments that may hereafter be issued. Contractor must provide the PUCT a copy of its drug-free work environment policy upon request.

**Article 26. SUBSTITUTIONS**

Substitutions are not permitted without written approval of the PUCT.

**Article 27. STATE AUDITOR'S RIGHT TO AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 28. DAMAGE TO GOVERNMENTAL PROPERTY.**

In the event of loss, destruction, or damage to any PUCT or State of Texas property by Contractor or Contractor's employees, agents, subcontractors, and suppliers, Contractor shall be liable to the PUCT and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property. Contractor will reimburse the PUCT and the State of Texas for such property damage within ten (10) calendar days after the Contractor's receipt of the agency's notice of amount due.

**ARTICLE 29. CYBERSECURITY TRAINING.** Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

**Article 30. SIGNATURE AUTHORITY**

The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

**Article 31. ENTIRE AGREEMENT**

This contract and its attachments, including Attachment A, Statement of Work, together with the terms and conditions contained in Texas Department of Information Resources #DIR-CPO-4514 and its attachments, comprise the entire agreement between the parties in compliance with Texas Department of Information Resources #DIR-CPO-4514 Appendix A, Standard Terms and Conditions For Product and Services Contracts, Section 4. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of the date of the last signature.

**The Public Utility Commission of Texas**

By:

**Connie Corona**

Digitally signed by Connie Corona  
Date: 2025.06.19 14:18:36 -05'00'

Connie Corona  
Executive Director

Date Signed: \_\_\_\_\_

**Contractor**

By:

*Brandi Dailey*

Brandi Dailey,  
Contracts Administrator

Date Signed: 06/23/25



## Attachment A

## Statement of Work

### 1. Introduction

The Public Utility Commission of Texas (PUCT) issues this Statement of Work (SOW) for high-quality georeferencing and digitizing electric service area boundaries from historic scanned county maps in Texas. This document describes the scope and specific requirements of the digitizing project. The digitizing project covers all Texas counties. There are a total of 300 scanned maps to be digitized, including 299 high-resolutions scans and 1 low-resolution scan.

### 2. Background

The Digitizing Contractor must georeference, digitize, and create the electric service area boundaries from scanned maps to a geospatial dataset using the latest Geographic Information Systems (GIS) software, products, and technology. The PUCT will procure a Quality Assurance and Quality Control (QAQC) Contractor to review the work of the Digitizing Contractor. The Digitizing Contractor will coordinate with the QAQC Contractor and PUCT Project Team to verify the necessary requirements to meet accuracy and quality controls. Accurate electric service area boundary data acquired from the Digitizing Contractor will allow the PUCT to manage and maintain the geospatial dataset using GIS software to help support statewide mapping needs in the electric industry. The digitizing project facilitates the PUCT's efforts to make the electric service area boundaries official and available in the public domain through the PUCT for use by government entities and the public.

### 3. Deliverables

#### Coordination and Meetings

PUCT staff and Digitizing Contractor will meet in a kick-off meeting to discuss, document, and mutually agree on the proposed Project Plan, Communications Plan, and Project Schedule (Deliverables) used to implement the proposed best practices and methodologies used for georeferencing scanned maps and digitizing of electric service area boundaries. The kickoff meeting will be held at a location and time selected by the PUCT where the Digitizing Contractor and its staff will be introduced to the PUCT.

All meetings between PUCT Project Team and the Digitizing Contractor must be documented in writing by the Digitizing Contractor and delivered to PUCT Project Team by email. All meetings between the Digitizing Contractor and the QAQC Contractor must be documented in writing by both the Digitizing Contractor and the QAQC Contractor and delivered to PUCT Project Team by email.

The Digitizing Contractor must document in writing any proposed changes to the Project Plan, Communications Plan, Project Schedule, or if there are any proposed changes to best practices and methodologies used to complete any tasks and deliverables in the SOW. The proposed changes must be delivered and agreed upon by PUCT Project Team before the Digitizing Contractor implements them.

## Attachment A

If there are any QAQC Contractor recommendations, improvement changes to the best practices, GIS industry standards and methodologies used by the Digitizing Contractor to georeference maps and digitize electric service area boundaries, the QAQC Contractor must document in writing and provide them to Digitizing Contractor and PUCT Project Team for review. The purpose of these efforts is to reduce and quickly resolve any quality and accuracy issues related to completed tasks and deliverables by the Digitizing Contractor. The QAQC Contractor must submit these recommendations in writing to PUCT Project Team and must be agreed upon by PUCT Project Team before the Digitizing Contractor implements them.

Any meetings between the Digitizing Contractor and the QAQC Contractor must be documented in writing by the Digitizing Contractor. The documented meetings must be submitted to PUCT Project Team once the quality and accuracy issues have been resolved by the Digitizing Contractor as part of the scheduled tasks and deliverables stated in the SOW.

### **Accuracy and Quality of Products**

The PUCT uses prequalified commercial data providers to collect and process geospatial data. The selected Digitizing Contractor will document procedures and perform internal quality assurances and quality controls to minimize errors, and to ensure the deliverables (digitized electric service area boundaries from georeferenced maps) will satisfy the requirements in this SOW. Deliverables submitted to the QAQC Contractor that do not meet the requirements must be corrected by the Digitizing Contractor before review by the PUCT. The accuracy and quality of all deliverables must be satisfactory to the PUCT in its sole discretion, prior to payment.

Digitizing Contractor must first submit all tasks and deliverables to QAQC Contractor to verify if the quality and accuracy of tasks and deliverables have been met. All quality and accuracy issues and errors detected by the QAQC Contractor must be resolved by the Digitizing Contractor within 60 working days from the date of receipt of the QAQC Report. The QAQC Report should include recommendations on improvements to georeference and digitize using GIS industry standards, best practices, and methodologies to help facilitate the Digitizing Contractor's ability to quickly resolve accuracy issues and errors. The Digitizing Contractor must resolve all errors identified in the QAQC Report.

If a task or deliverable cannot be provided within the scheduled timeframe, the Digitizing Contractor is required to contact the PUCT Project Team in writing with the reason(s) for the delay and include a request for a revised schedule that includes the impact on related tasks, deliverables, and the overall project. The proposed revised schedule must be reviewed and approved in writing by the PUCT Project Manager before it can be placed in effect.

The Deliverables Schedule is outlined in Table 1. The Project Deliverables are outlined and described in detail in Table 2. All tasks and deliverables must be submitted in a format approved by the PUCT Project Team.

## Attachment A

The estimated start and end dates in Table 1 below may be re-negotiated by the Parties after contract execution, provided that the required time frame (number of days) between each start date and end date is preserved to the PUCT's satisfaction.

### **Deliverables Schedule**

**Table 1: Deliverables Schedule** prescribes the timeframe for completion of the tasks and deliverables required in Phases 1-7. Each phase includes an estimated specific start date and end date based upon the completion and approval of the preceding phase. There are a specific set of tasks and deliverables that must be completed by the Digitizing Contractor during each phase. Each phase includes evaluation by the QAQC Contractor and PUCT Project Team and the requirement for the Digitizing Contractor to resolve any accuracy issues or errors detected before the PUCT will render payment for the tasks and deliverables completed in that phase. In Phases 2 – 5, the Digitizing Contractor is expected to proceed to work on tasks and deliverables in the next Phase while continuing to resolve all accuracy issues or errors detected in the current or previous Phase until all tasks and deliverables are approved by the PUCT Project Team.

**Table 1: Deliverables Schedule**

PHASE	ESTIMATED START DATE	ESTIMATED END DATE
Phase 1 = Project Planning & Pilot	Feb. 3, 2025	February 24, 2025
Phase 2 = 8 weeks from completion and approval of Phase 1	February 25, 2025	April 22, 2025
Phase 3 = 8 weeks from completion of Phase 2	April 23, 2025	June 18, 2025
Phase 4 = 8 weeks from completion of Phase 3	June 19, 2025	August 14, 2025
Phase 5 = 8 weeks from completion of Phase 4	August 15, 2025	October 10, 2025
Phase 6 = 8 weeks from completion of Phase 5	October 13, 2025	December 8, 2025
Phase 7 = 1 year from completion and approval of Phase 6	December 9, 2025	December 8, 2026

Please Note: Georeferencing and digitizing errors to be resolved within 60 days of notice by the QAQC Contractor.

### **Detailed Deliverables by Phase**

In each phase, the georeferenced maps, file geodatabase of digitized electric service area boundaries, georeferencing and digitizing workflows, and work documentation in final form are

## Attachment A

to be delivered to QAQC Contractor and the PUCT Project Team via OneDrive delivery established by the PUCT.

In each phase, the Digitizing Contractor must timely provide tasks and deliverables from **Table 2** and the following:

1. Maps georeferenced from Texas counties located in each of the five State Plane Zones:
  - a. Phase 2: TX-North = 30 maps,
  - b. Phase 3: TX-North Central = 94 maps,
  - c. Phase 4: TX Central = 93 maps,
  - d. Phase 5: TX-South Central = 57 maps,
  - e. Phase 6: TX-South = 26 maps;
2. the digitized electric service area boundaries in a file geodatabase;
3. georeferencing and digitizing workflows; and
4. work documentation that meets the specifications established in this SOW.

Please Note: Tasks and deliverables in Phases 2 - 6 are cumulative, which must be completed until all required deliverables, georeferencing and digitizing workflows, and work documentation of all georeferencing of all 300 scanned maps and digitizing electric service area boundaries in a file geodatabase are provided to PUCT Project Team.

The QAQC Contractor must evaluate Digitizing Contractor's deliverables and provide a QAQC Report on georeferenced maps, digitizing of electric service area boundaries, and file geodatabases for each phase indicated in this SOW to the Digitizing Contractor and the PUCT Project Team. This QAQC Report should highlight achieved accuracy and detection of any errors that require edits and revisions by the Digitizing Contractor.

The Digitizing Contractor must resolve all georeferencing and digitizing errors and submit revised deliverables to the QAQC Contractor within 60 days of being alerted by the QAQC Contractor. Payment for each task and deliverable is contingent upon the PUCT Project Team's review and determination that the task and deliverable is satisfactory.

If there is a disagreement between the Digitizing Contractor and the QAQC Contractor about the georeferencing and digitizing errors detected by the QAQC Contractor, the PUCT Project Team will determine how the Digitizing Contractor and the QAQC Contractor must resolve the matter.

**Table 2: Project Deliverables** provides a detailed explanation of the requirements for tasks and deliverables associated with Phases 1 – 7. Each phase corresponds to an estimated start date and end date, as specified in Table 1. There are specific set tasks and deliverables to be completed by the Digitizing Contractor, QAQC Contractor, and PUCT Project Team during each phase. Each phase includes evaluation by the QAQC Contractor and PUCT Project Team and the requirement for the Digitizing Contractor to resolve any accuracy issues or errors detected before the PUCT will render payment for the tasks and deliverables completed in that phase. In Phases 2 – 5, the Digitizing Contractor is expected to proceed to work on tasks and deliverables in the next Phase while continuing to resolve all accuracy issues or errors detected in the current or previous Phase until all tasks and deliverables are approved by the PUCT Project Team.

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**Table 2: Project Deliverables**

Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
<b>Phase 1</b>	<b>Task</b>	Kick-off meeting to be held no later than 5 business days after execution of contract in order to organize and establish workflows for georeferencing maps, digitizing electric service area boundaries, establish project and communication plans, inventory spreadsheet to track completed work and determining required attributes for file geodatabase.	Attend kick-off meeting and be available for questions.	Attend kick-off meeting and be available for questions.
	<b>Deliverable 1</b>	Deliver detailed workflow process documents for georeferencing maps and digitizing electric service area boundaries to PUCT Project Team in Phase 1.	Review and comment.	Review and comment. Approve prior to starting pilot task and deliverables of georeferencing and digitization of maps.
	<b>Pilot Task</b>	Perform pilot georeferencing and digitizing of electric service area boundaries from sample maps provided by PUCT, including 4 to 6 adjacent counties.	Available for questions and meetings.	Test delivery of sample maps using OneDrive to Digitizing Contractor.
	<b>Pilot Deliverable</b>	Deliver results of pilot task in file geodatabase along with workflow documents and inventory spreadsheet of work completed to PUCT Project Team in Phase 1.	Review and provide comments as to quality and accuracy of Pilot Task and Pilot Deliverable.	Review and comment. Approve prior to paying invoice and beginning Phase 2.
<b>Phase 2</b>	<b>Task</b>	Georeference maps and digitize electric service area boundaries from at least 30 counties located in <i>TX-North in State Plane Zone</i> to create updated file geodatabase.  Delivery to PUCT Project Team after all errors detected by QAQC Contractor have been completely resolved in Phase 2.	Available for questions and meetings.	Deliver maps in TX-North in State Plane Zone to Digitizing Contractor using OneDrive.  Available for questions and meetings.
	<b>Deliverable 2</b>	Deliver georeferenced maps and file geodatabase from at least 30 counties located in <i>TX-North in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.  Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 2.	Review quality and accuracy of Phase 2 tasks and deliverables and provide a QAQC report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's Report must identify all errors detected, which must be resolved by the Digitizing Contractor.	Review and comment. Approve prior to paying invoice.

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Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
Phase 3	Task	<p>Georeference maps and digitize electric service area boundaries from at least 94 counties located in <i>TX-North Central in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 3.</p>	Available for questions and meetings.	<p>Deliver maps in TX-North Central in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	Deliverable 3	<p>Deliver georeferenced maps and updated file geodatabase from at least 94 counties located in <i>TX-North Central in State Plane Zone</i> with updated workflow documents and inventory spreadsheet of work completed.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 3.</p>	<p>Review quality and accuracy of Phase 2 - 3 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by the Digitizing Contractor.</p>	<p>Review and comment. Approve prior to paying invoice.</p>
Phase 4	Task	<p>Georeference maps and digitize electric service area boundaries from at least 93 counties located in <i>TX-Central in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 4.</p>	Available for questions and meetings.	<p>Deliver maps in TX-Central in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	Deliverable 4	<p>Deliver georeferenced maps and updated file geodatabase from at least 93 counties located in <i>TX-Central in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 4.</p>	<p>Review quality and accuracy of Phases 2 - 4 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by the Digitizing Contractor.</p>	<p>Review and comment. Approve prior to paying invoice for Phase 4.</p>

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Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
Phase 5	Task	<p>Georeference maps and digitize electric service area boundaries from at least 57 counties located in <i>TX-South Central in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 5.</p>	Available for questions and meetings.	<p>Deliver maps in TX-South Central in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	Deliverable 5	<p>Deliver georeferenced maps and updated file geodatabase from at least 57 counties located in <i>TX-South Central in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 5.</p>	Review quality and accuracy of Phases 2 - 5 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by Digitizing Contractor.	Review and comment. Approve prior to paying invoice.
Phase 6	Task	<p>Georeference maps and digitize electric service area boundaries from at least 26 counties located in <i>TX-South in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 6.</p>	Available for questions and meetings.	<p>Deliver maps in TX-South in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	Deliverable 6	<p>Deliver georeferenced maps and updated file geodatabase from at least 26 counties located in <i>TX-South in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.</p> <p>By the end of Phase 6, the Digitizing Contractor to resolve all remaining errors detected during Phases 2-6 by QAQC Contractor and the PUCT Project Team.</p>	Review quality and accuracy of Phases 2 - 6 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by the Digitizing Contractor.	Review and comment. Approve prior to paying invoice for Phase 6.

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Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
Phase 7	Task	<p>Address any quality control and accuracy of the final deliverables encountered by the PUCT during beta testing.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the final deliverables encountered by the PUCT during beta testing. Digitizing Contractor to resolve all remaining errors detected by QAQC Contractor and the PUCT Project Team by end of Phase 7.</p>	Review and comment as to quality and accuracy of Phase 7 tasks and deliverables.	<p>Beta testing final 300 georeferenced maps, digitizing of all electric service area boundaries into file geodatabase, and final work documentation, including executed project plan, communication plan, georeferencing and digitizing workflows, and quality assurance and quality control measures for the entire project contemplated in the SOW.</p> <p>PUCT Project Team to discuss results and address issues with Digitizing Contractor and QAQC Contractor.</p> <p>All remaining errors must be resolved to the satisfaction of the PUCT Project Team without additional charge.</p>

*Please Note: Georeferencing and digitizing errors to be resolved by the Digitizing Contractor within 60 days of notice by the QAQC Contractor.*

### **Georeferencing and Digitizing Workflow Documentation**

The Digitizing Contractor must document a workflow that uses available and widely accepted GIS industry best practices to georeference maps and digitize electric service area boundaries from scanned maps to create geospatial features in a file geodatabase. The Digitizing Contractor must meet specifications indicated in this SOW. A detailed step-by-step process used to georeference maps and digitize the electric service area boundaries using the latest GIS technology and methodologies available is required and must be provided to PUCT Project Team.

### **Project workflow considerations**

- Start the georeference process with lower-level transformations and minimum stated number of control points until values are below the acceptable error rate as jointly agreed upon by QAQC Contractor and the PUCT Project Team are achieved.



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- When georeferencing, the Digitizing Contractor must consider the best selection and the number of control points between the georeferenced scanned map and current TxDOT roads and other basemaps utilized, to obtain the best alignment between county boundaries (general), road intersections, and intersections of county roads with county boundaries along each side of the county boundary.
  - Use a mix of graticules and road intersections distributed evenly across the map, select 12 or more control points as needed to get better alignment between the roads on scanned maps and current TxDOT roads.
  - At least 4 control points should be on the county boundaries, with irregular county boundaries using more control points.
  - Selection of control points should focus on improving accuracy and minimizing errors when digitizing electric service area boundaries from scanned maps.
- Check adjacent county maps for continuation of the electric service area boundaries for each unique electric provider. If the electric service area boundary continues on to an adjacent county, all the polygons must be merged to constitute the boundary into one single polygon for the electric service area boundaries.
- The minimum attributes for the electric service area boundary polygons provided in the file geodatabase are specified by the PUCT Project Team.
- Repeat the process until all 300 maps have been georeferenced and each electric service area boundary has been digitized into geospatial features in a file geodatabase.

The Digitizing Contractor will provide a written Project Report to the PUCT Project Team detailing workflow methodology and processes that will be used to achieve the required specifications of this SOW for georeferenced maps and digitized electric service area boundaries. This Project Report will include GIS and related software used, georeferencing and digitizing step-by-step processes (workflows), work documentation (project plan, communication plan, and project schedule), and any other resources, software, or processes used to georeference maps and digitize electric service area boundaries. The Project Report should outline assurances that the proposed process and methods used will produce the required documentation and data products for delivery. This Project Report will be incorporated into publication of these datasets and function as metadata to produce these datasets.

***Georeferencing Requirements.*** *The Digitizing Contractor must meet the georeferencing requirements in the following **Table 3** to complete each phase of the project indicated in the SOW. The Digitizing Contractor should maintain and share all georeferencing documentation that accounts*

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*for the all the requirements listed below, in addition to any explanations to account for conditions in which minimum requirements could not be met.*

**Table 3: Georeferencing Requirements**

<b>Resolution</b>	Maps will not be resampled upon georeferencing and will maintain original scanned resolution.
<b>Scanned Maps</b>	Scanned maps will not be rescaled or stretched by georeferencing process.
<b>Scanned Map preservation</b>	Original image will be preserved geometrically by georeferencing process and will not present warping when viewed independently in image viewing software.
<b>Naming convention</b>	Naming convention will be maintained from the original scanned county map name.
<b>Projection</b>	Maps will be georeferenced in Texas Statewide Mapping System, Datum NAD 1983 (meters). The projection and datum must be defined for every georeferenced scanned map.
<b>Reference source data</b>	Scanned General Highway Maps of Certified Electric Service Area Boundaries.
<b>Transformation</b>	All maps are to be georeferenced to a 1st order polynomial with at least 12 control points placed uniformly across the entire scanned map.
<b>Accuracy</b>	The relative accuracy of georeferenced maps should correspond to the map scale ratio. e.g. Alignment along the TxDOT centerline of roads should fall within the width of road from the georeferenced map (Error tolerance 1/10 mi for 1in:1mi; 1/5 mi for 1in:2mi; or 1/16 mi for 1in:1/4mi).
<b>Root Mean Square (RMS) Error</b>	The root mean square error, is a value indicating the transformation and accuracy of each georeferenced maps. An RMS Error value is generated for each georeferenced map, which must be tracked in an inventory spreadsheet for each map.

**Liquidated Damages.** Liquidated damages may be assessed, in the PUCT's sole discretion, at the rates set forth below. The liquidated damages are not intended to be a penalty and are solely intended as compensation for damages.

Attachment A

- A. If the Digitizing Contractor fails to resolve all remaining errors detected during Phases 2 - 6 by the QAQC Contractor and the PUCT Project Team by the end of Phase 6, 5% of the total contract price will be withheld from the Digitizing Contractor's total payment until all errors are resolved to the PUCT's satisfaction.
- B. If the Digitizing Contractor fails to resolve all remaining errors detected by the QAQC Contractor and the PUCT Project Team by the end of Phase 7, including any issues with quality control and accuracy of the final deliverables encountered by the PUCT during beta testing, 5% of the total contract price will be withheld from the Digitizing Contractor's total payment until all errors are resolved to the PUCT's satisfaction.

The penalties in each of the preceding paragraphs (paragraphs A and B) will be applied cumulatively.

This Statement of Work, referred to as Attachment A, together with the contract between the PUCT and Contractor and its attachments and the terms and conditions contained in Texas Department of Information Resources #DIR-CPO-4514 and its attachments, comprise the entire agreement between the parties in compliance with Texas Department of Information Resources #DIR-CPO-4514 Appendix A, Standard Terms and Conditions For Product and Services Contracts, Section 4.

**The Public Utility Commission of Texas**

By:

**Connie Corona**

Digitally signed by Connie Corona  
Date: 2025.06.19 14:19:42 -05'00'

Connie Corona  
Executive Director

Date Signed: \_\_\_\_\_

**Contractor**

By:

*Brandi Dailey*

Brandi Dailey,  
Contracts Administrator

Date Signed: 06/23/2025

**Texas Department of Information Resources**

DocuSigned by:

*Lisa Massock*

EACA16B7EFC6463...

Name Lisa Massock

Title Chief Procurement Officer

Date Signed: 6/26/2025 | 10:59 AM CDT

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR SERVICES**

**Resource Data, Inc.**

**1. Introduction**

**A. Parties**

This Contract for Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Resource Data, Inc. (hereinafter "Vendor"), with its principal place of business at 560 E. 34th Ave #100, Anchorage, AK 99503.

**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-CPO-TMP-444, on 12/20/2019, for Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-444 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; Exhibit 1, Vendor's Response to RFO DIR-CPO-TMP-444, including all addenda; and Exhibit 2, DIR-CPO-TMP-444, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase 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 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. Service Offerings**

Services available under this Contract are limited to Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

**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 (0.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000.00 shall be \$750.

**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:

Hershel Becker or Successor in Office  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700

If sent to the Vendor:

Dennis Wheeler  
Resource Data, Inc.  
560 E. 34th Ave #100  
Anchorage, AK 99503  
Email: dwheeler@resourcedata.com  
Phone: (907) 563-8100

## 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.**

### D. Conflicting or Additional Terms

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.

(Remainder of this page intentionally left blank.)

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

**Resource Data, Inc.**

**Authorized By:** Signature on file.

**Name:** Dennis Wheeler

**Title:** Contracts Administrator

**Date:** 10/21/2020

**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:** 10/26/2020

**Office of General Counsel:** M.H. Signature on file. 10/26/2020



Appendix A  
Standard Terms and Conditions For Products and Services Contracts

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## Appendix A

### Standard Terms and Conditions For Products and Services Contracts

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 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 Fulfillers and/or Reseller 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 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, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, 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

## Appendix A Standard Terms and Conditions For Products and Services Contracts

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. Reseller** – any third party approved by Vendor to sell to eligible Customers under this Contract. Vendor will flow this Contract’s terms and conditions to its Resellers under his Contract, except that pricing shall be as follows: Vendor offers pricing to its Reseller(s) and such Resellers shall resell to the eligible Customers products under this Contract at or below the price(s) in Appendix C, Pricing Index, of this Contract. Resellers may receive Purchase Orders and fulfill them in their own name. All terms and conditions of this Contract shall apply to both Vendor and Reseller.
- H. 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).
- I. 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)** DIR may amend the contract upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.
- 3)** 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 and Reseller 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

## **Appendix A**

### **Standard Terms and Conditions For Products and Services Contracts**

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.

- 4) 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, price (subject to the maximum prices set forth in Appendix C), 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**

- 1) DIR may assign the Contract to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.
- 2) Vendor may assign the Contract with prior written approval to a subsidiary, parent company, affiliate, or successor. Assignment of the Contract by vendor under the above terms shall require written notification by Vendor 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 or Reseller 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.



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### **Standard Terms and Conditions For Products and Services Contracts**

#### **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.

#### **I. Data Location**

Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the continental United States shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise. For all local governments and education customers within the State of Texas, as well as Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CLIENTS SHOULD CONSIDER WHETHER THEY REQUIRE CONTINENTAL US-ONLY DATA LOCATION AND HANDLING AND MAKE VENDOR AWARE OF THEIR REQUIREMENTS.

### **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

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### Standard Terms and Conditions For Products and Services Contracts

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



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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.

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#### **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

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### Standard Terms and Conditions For Products and Services Contracts

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. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.0 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.**

**1)** Upon request, and prior to a DIR customer purchase, Vendors must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product / service since the time of the original document completion.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

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2) Upon request, and prior to a DIR customer purchase for IT development services, Vendors must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request(VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Vendor's capability or ability to produce accessible electronic and information resources.

Additionally, vendors must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

3) Upon request, and prior to a DIR customer purchase for COTS products, or IT development services Vendors must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

Also upon request, vendors must provide additional documentation that supports the information contained in the formentioned completed forms in #1,2,3. Examples may include but are not limited to executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

#### **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

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### **Standard Terms and Conditions For Products and Services Contracts**

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 and Resellers**

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

##### **1) Designation of Order Fulfillers and Resellers**

- a) Vendor may designate Order Fulfillers and Resellers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers and Resellers, 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 Filler and Reseller information: Order Filler or Reseller name, Order Filler or Reseller business address, Order Filler or Reseller CPA Identification Number, Order Filler or Reseller contact person email address and phone number.
- b) DIR reserves the right to require the Vendor to rescind any such Order Filler or Reseller participation or request that Vendor name additional Order Fulfillers and Resellers should DIR determine it is in the best interest of the State.
- c) Vendor shall be fully liable for its Order Fulfillers' and Resellers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and Resellers 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 Resellers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers and Resellers 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 Filler or Reseller from participating in other procurement opportunities offered through DIR.

##### **2) Changes in Order Filler and Reseller List**

Vendor may add or delete Order Fulfillers and Resellers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers and Resellers, 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 Fulfillers and Reseller information listed in Section 7.B.1.a above.

##### **3) Order Filler and Reseller Pricing to Customer**

Order Filler and Reseller 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 and Resellers to Customers for sales that pass through the Contract.



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#### **C. Product Warranty and Return Policies**

Order Fulfiller and Reseller 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 or Reseller 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. Vendor must use a web hosting service that provides a dedicated internet protocol (IP) address. Vendor's website must have a Secure Sockets Layer (SSL) certificate and customers must access Vendor's website using Hyper Text Transfer Protocol **Secure** (HTTPS) and it will encrypt all communication between customer browser and 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;
- e) MSRP or DIR Customer price;
- f) designated Order Fulfillers and Resellers;
- g) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers and Resellers;
- h) instructions for obtaining quotes and placing Purchase Orders;
- i) warranty policies;
- j) return policies;
- k) links to manufacturer Voluntary Product Accessibility Template (VPAT) for applicable products awarded;
- l) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
- m) a link to the DIR "Cooperative Contracts" webpage; and
- n) 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.

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#### **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 and Reseller 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 or Reseller 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 and Reseller Logo**

If DIR receives Vendor's or Order Fulfiller's or Reseller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's and Reseller'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 or Reseller'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's or

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Reseller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller and Reseller.

#### **H. Trade Show Participation**

At DIR's discretion, Vendor and Order Fulfillers and Resellers 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 and Reseller'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 and Resellers 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 and Reseller's booth.

#### **I. Orientation Meeting**

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers and Resellers 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 or by webinar, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers and Resellers 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.



## Appendix A Standard Terms and Conditions For Products and Services Contracts

### C. Customer Price

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1**

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

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

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

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

### D. Shipping and Handling Fees

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

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

### E. Tax-Exempt

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

### F. Travel Expense Reimbursement

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<https://comptroller.texas.gov/purchasing/programs/travel-management/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under



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### **Standard Terms and Conditions For Products and Services Contracts**

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 or Reseller. Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfillers or Reseller when accepted by Vendor or Order Fulfiller or Reseller. 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, 84<sup>th</sup> 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 or Reseller 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 or Reseller. 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.

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#### 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 or Reseller. 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 or Reseller and a Customer, and iii) advising DIR of Order Fulfillers or Resellers 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 and Resellers 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 (15<sup>th</sup>) calendar day of the month following the month of the sale. If the 15<sup>th</sup> 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,



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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 (14<sup>th</sup>) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25<sup>th</sup>) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15<sup>th</sup>; DIR closes January sales and notifies Vendor of administrative fee by March 14<sup>th</sup>; Vendor submits administrative fee for January sales by March 25<sup>th</sup>.
- 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).

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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 and/or Reseller 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 or Resellers and the requirement to cooperate is included in any subcontract or Order Fulfillers or Reseller 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 and Resellers 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 or Reseller'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 and/or Resellers 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 Fulfiller and/or Resellers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers and/or Resellers 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 and/or Reseller personnel familiar with the Vendor's and/or Order Fulfiller's and/or Reseller'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 and/or Reseller shall provide adequate office space to DIR staff during the performance of Compliance Check.



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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 or Resellers 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 Director contact 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 Resellers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

###### **3) INFRINGEMENTS**

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR

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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



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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 or Resellers 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 any of the Divestment Statute Lists published on the Texas State Comptroller's website (<https://comptroller.texas.gov/purchasing/publications/divestment.php>);
- (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



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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.
- (xx) represent and warrant with Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this 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

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During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers and Resellers, 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. Education Department General Administrative Regulations (EDGAR)**

The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Vendor provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Vendor as certifying that all or a portion of Vendor's listings are EDGAR eligible, and DIR may then permit Vendor to so identify all or part of its offerings on Vendor's DIR website. In such cases, upon request from eligible DIR customer, Vendor must complete EDGAR certification affirmation forms to satisfy customer requirement.

#### **E. Ability to Conduct Business in Texas**

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

Vendor and its Order Fulfiller and Reseller 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.

#### **F. 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.

#### **G. 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



## Appendix A

### Standard Terms and Conditions For Products and Services Contracts

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.

#### H. 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.

#### I. 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.

#### J. Security of Premises, Equipment, Data and Personnel

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

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

#### K. 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 and/or Reseller's employees and subcontractors who will



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### **Standard Terms and Conditions For Products and Services Contracts**

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 and/or Reseller 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.

#### **L. Limitation of Liability**

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

#### **M. 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.

#### **N. 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 nor Reseller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, Reseller, 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.

#### **O. 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.

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### Standard Terms and Conditions For Products and Services Contracts

If Vendor's services contracted under this Contract will not require Vendor to perform work on Customer's premises, or to use employer vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Vendor may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing the attached *Certification of Off-Premise Customer Services*, which shall serve to meet the insurance requirements.

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.

#### P. 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



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### Standard Terms and Conditions For Products and Services Contracts

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.

#### **Q. 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 Chapter 673 of Texas Government Code, 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.

#### **R. 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.

#### **S. 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.

#### **T. 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.

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### U. 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.

### V. 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.

### W. Accessibility of Public Information

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

1) Pursuant to S.B. 1368 of the 83<sup>rd</sup> 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.

### X. 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 83<sup>rd</sup> Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

### Y. Cybersecurity Training

**Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED**

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a state computer system or database, then Vendor shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Vendor shall



## Appendix A Standard Terms and Conditions For Products and Services Contracts

verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

### 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**

In all instances of termination or expiration, Vendor shall be required to provide a list of all Purchase Orders, and Purchase Order detail that are open as of the date of termination or expiration. Further, Vendor shall continue to report sales and pay administrative fees for the duration of all such Purchase Orders.

##### 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 Filler and/or Reseller 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.



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### **Standard Terms and Conditions For Products and Services Contracts**

#### **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 and/or Reseller 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 or Reseller 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

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### **Standard Terms and Conditions For Products and Services Contracts**

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 or Reseller (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 or Reseller 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 or Reseller 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 or Reseller 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

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may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller or Reseller 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. 15<sup>th</sup> 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.





# 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.



# HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

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

## - - Agency Special Instructions/Additional Requirements - -

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

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Resource Data, Inc. State of Texas VID #: 1920131155200  
 Point of Contact: Doug Ruppert Phone #: (713)468-3385  
 E-mail Address: doug@resourcedata.com Fax #: (907) 561-0159
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: RFO-CPO-TMP-444 Bid Open Date: 6/9/2020

(mm/dd/yyyy)

Enter your company's name here: Resource Data, Inc.Requisition #: RFO-CPO-TMP-444**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract**\* in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

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



Enter your company's name here: Resource Data, Inc.

Requisition #: RFO-CPO-TMP-444
**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> 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: Resource Data, Inc.Requisition #: RFO-CPO-TMP-444

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Resource Data hires all of its employees on a full-time, long-term, and salaried basis. As a result, we have a stable roster of vetted professionals who we know and trust to do the job right. We have 192 employees in our five branches around the U.S. and more than \$2M of IT hardware and software currently in use to meet our clients' needs.

#### SECTION 4: AFFIRMATION

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

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

Signature on file:

**Doug Ruppert**

Houston Branch Manager

6/9/2020

Signature

Printed Name

Title

Date  
(mm/dd/yyyy)

#### Reminder:

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







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

Rev. 2/17

Enter your company's name here: Resource Data, Inc.Requisition #: RFO-CPO-TMP-444

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

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

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

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

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

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - 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 <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Rev. 2/17

Enter your company's name here: Resource Data, Inc.Requisition #: RFO-CPO-TMP-444**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcblsearch/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 <small>Do not enter Social Security Numbers If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary).

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





# HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Resource Data, Inc. State of Texas VID #: 1920131155200  
 Point-of-Contact: Doug Ruppert Phone #: (713)468-3385  
 E-mail Address: doug@resourcedata.com Fax #: (907) 561-0159

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
 Requisition #: RFO-CPO-TMP-444 Bid Open Date: 6/9/2020  
 (mm/dd/yyyy)

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

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_  
 Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

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

**Appendix C - Pricing Index**  
**DIR-CPO-4514**  
**Resource Data, Inc.**

<b>Services</b>			
<b>SERVICE NAME</b>	<b>SERVICE DESCRIPTION</b>	<b>Unit of Issue</b>	<b>DIR Customer Discount Percentage</b>
Sr. Project Manager/Sr. Analyst	Is responsible for the client relationship with major Resource Data clients. Manages multiple, interrelated projects using Resource Data processes and tools in addition to program management concepts and techniques. Defines and solves large complex business problems. Develops and presents complex solutions to senior members of client organizations	per hour	7.00%
Project Manager/Sr. Analyst	Works closely with clients to identify and analyze business requirements and processes. May act as main point of contact with Resource Data client subject matter experts and may become the liaison between the client and the project team to assure that business needs are adequately represented in projects.	per hour	9.00%
Project Manager/Analyst	Develops budgets, plans, and documents requirements for Resource Data projects. Oversees and manages the technical application, design, budget, construction, and implementation for assigned projects.	per hour	2.00%
Lead Business Analyst	Coordinates and conducts analysis on projects of any size or complexity, including working on multiple related or unrelated projects, or on enterprise-wide projects. Works closely with Project Managers to ensure client needs are met and leads larger groups of Business Analysts on projects.	per hour	1.00%
Sr. Business Analyst	Conducts and coordinates analysis of client and business process requirements, identifying project-level factors that may affect successful project completion. May lead small groups of Business Analysts working on the same project.	per hour	1.00%
Business Analyst	Works closely with clients to identify, synthesize, and analyze business requirements and processes.	per hour	1.00%
GIS Lead	Possesses all the technical skills of the Sr. GIS Programmer/Analyst plus leads GIS technical teams, taking into account budget, timeline, and resources.	per hour	1.00%
Sr. GIS Programmer/Analyst	Designs, develops, and implements GIS software programs, applications, and databases, taking into account all aspects of the development effort including business needs, workflow, and technical requirements. Provides training to clients on using new GIS systems and tools.	per hour	1.00%
GIS Programmer/Analyst	Develops and implements GIS software programs, applications, and databases.	per hour	1.00%

DIR-CPO-4514 APPENDIX D  
SERVICE AGREEMENT  
ENGAGEMENT CONTRACT ORDER FORM

Customer Name:  
Customer Address:

This Order Form ("OF") shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT (CONTRACT NUMBER DIR-CPO-4514) dated \_\_\_\_\_ (the "Contract") between the State of Texas, acting by and through the Department of Information Resources and Resource Data, Inc. ("Resource Data, Inc.").

**A. SERVICES**

**1. Vendor Name's Obligations**

a. Scope of Services

Resource Data, Inc. will provide the following Services to Customer:  
(Describe Services)

**B. RATES AND PAYMENTS**

**1. Labor Rates**

Services shall be provided under this OF in accordance with Section 3 of the Contract.  
(List Technician Level(s), Rate (Rates are inclusive of the Department of Information Resources Administrative Fee) Hours, and Total Labor Fee.)

**2. Travel, Meals, and Lodging Reimbursement**

Rates for services do not include travel, meals and lodging.

**3. Payment Type**

The Services specified above are provided on a time and materials ("T&M") basis; that is, Customer shall pay Resource Data, Inc. for all of the time spent performing such Services. Resource Data, Inc. will bill for time and materials no more often than once every thirty days. Resource Data, Inc. acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Any estimate related to the Services performed under this OF is intended only to be an estimate for Customer's budgeting and Resource Data, Inc. resource scheduling purposes. Once fees for Services reach this estimate, Resource Data, Inc. will cooperate with Customer to provide continuing Services on a T&M basis.

**4. Purchase Order**

The purchase order will reference CONTRACT NUMBER DIR-CPO-4514.

**5. Purchase Order Number**

Purchase order number. \_\_\_\_\_ has been provided to Resource Data, Inc. as of execution date of this Order Form.

**6. Invoicing**

All fees will be invoiced monthly and will be payable within thirty (30) days of the receipt of invoice, and in accordance with Chapter 2251, Texas Government Code.

**7. Customer Billing Accounts Payable Contact/Mail Invoices To:**

Name:  
Address:  
Telephone:  
Fax:  
E-mail:

**C. PROJECT INFORMATION**

**1. Resource Data, Inc. Project Manager/Contact Information**

Name:  
Address:  
Telephone:  
Fax:  
E-mail:

**2. Customer Project Manager/Contact Information**

Name:  
Address:  
Telephone:  
Fax:  
E-mail:

**3. Resource Data, Inc. Contract Manager/Contact Information**

Name:  
Address:  
Telephone:  
Fax:  
E-mail:

(Insert Customer Name:)

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Resource Data, Inc.

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

**Amendment Number 1  
to  
Contract Number DIR-CPO-4514  
between  
State of Texas, acting by and through the Department of Information Resources  
and  
Resource Data, Inc.**

This Amendment Number **1** ("**Amendment**") to **Contract** Number **DIR-CPO-4514** ("**Contract**") is between the Department of Information Resources (hereinafter "**DIR**") and Resource Data, Inc. (hereinafter "**Vendor**"). DIR and "Vendor" agree to modify the terms and conditions of the **Contract** as follows:

1. **Appendix A, Standard Contract Terms and Conditions** Sections 10.C is hereby amended to add the following:

xxi) neither it, nor its holding companies or subsidiaries, is:

- (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
- (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; or
- (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
- (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; and

xxii) all information provided by "**Vendor**" is current, accurate, and complete.

All other terms and conditions of the **Contract** as amended, 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 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 5/12/2025 | 8:29 AM CDT the date of the last signature, but in all events, no later than \_\_\_\_\_.

**Resource Data, Inc.**

**Authorized By:** \_\_\_\_\_ Signature on File  
**Name:** \_\_\_\_\_ Brandi Dailey  
**Title:** \_\_\_\_\_ Contracts Administrator  
**Date:** \_\_\_\_\_ 4/28/2025 | 12:31 PM PDT

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

**Authorized By:** \_\_\_\_\_ Signature on File  
**Name:** \_\_\_\_\_ Lisa Massock  
**Title:** \_\_\_\_\_ Chief Procurement Officer  
**Date:** \_\_\_\_\_ 5/12/2025 | 8:29 AM CDT



## **Department of Information Resources**

**Request for Offer  
DIR-CPO-TMP-444**

**Geographic Information Systems (GIS) Hardware, Software,  
and Services and Information Technology (IT) Based Surveying  
Hardware, Software and Related Services**

**Issued: December 20, 2019**

**Initial Responses Due: February 3, 2020 02:00 PM (CT)**

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**Exhibit A – Vendor Information Form**

**Exhibit B – Vendor History and Experience**

**Exhibit C – Contract Marketing and Support Plan**

**Exhibit D – Historically Underutilized Business (HUB) Subcontracting Plan**



## 1. Introduction

### 1.1. Purpose

The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related 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 Geographic Information Systems (GIS) and Information Technology (IT) Based Surveying contracts and improves the efficiency of the procurement process by shortening the time required to procure Geographic Information Systems (GIS) and Information Technology (IT) Based Surveying Products.

**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, or a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district; those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Texas Government Code, Chapter 771; any local government as authorized through Texas Government Code, Chapter 791; the Interlocal Cooperation Act; the state agencies and political subdivisions of other states as authorized by Texas Government Code, Section 2054.0565; and for non-telecommunications IT Commodity products and services, "assistance organizations" defined in Texas Government Code, Section 2175.001.

DIR combines the buying power of authorized Customers to obtain volume-discounted

pricing for selected technology products and services. In addition to offering volume-discounted pricing, DIR created the Cooperative Contracts (Co-op Contracts) Program to make it easier for Customers to acquire these products and services. Customers place orders with and issue payments directly to the Vendors participating in the Co-op Contracts Program. Subject to DIR rights set forth in Sections 3.8 and 3.9 of this RFO, DIR will award and negotiate base contract documents with Vendors as a result of this RFO. Customers contact the Vendor for 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 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 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 1<sup>st</sup> through August 31<sup>st</sup>.

	<b>2017</b>	<b>2018</b>	<b>2019</b>
<b>Assistance Org</b>		\$3,708.00	
<b>Higher Ed</b>	\$172,641.94	\$159,555.82	\$121,837.38
<b>K-12</b>		\$1,936.00	
<b>Local Government</b>	\$3,417,601.59	\$9,530,982.28	\$9,901,529.81
<b>State Agency</b>	\$3,318,813.40	\$5,305,300.57	\$4,440,662.54
<b>Total:</b>	<b>\$6,909,056.93</b>	<b>\$15,001,482.67</b>	<b>\$14,466,247.64</b>

#### **1.2.6 Current Contracts**

DIR currently has eighteen (18) Vendors to provide the Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services. The volume of products sold through the contract[s] for three years was approximately \$36,376,787.24.

## **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 <http://dircommunity.force.com/BidStamp> and enter in their access credentials. If a Vendor does not yet have login credentials, it will request one by clicking on "Are you a vendor and need to request an account?" button that is located on the login page.

Instructions for VIS account access and using the BidStamp VIS portal to submit solicitation response can be found on DIR's website [Information for Vendors](#) page.

## 3. Scope

### 3.1. Products and Services

DIR intends to contract to provide Geographic Information Systems (GIS) and Information Technology (IT) Based Surveying products and services. Products currently on DIR contract may be considered within scope of this solicitation only if those products are a component of a more comprehensive Geographic Information Systems (GIS) and/or Information Technology (IT) Based Surveying solution. The purpose of this Request for Offers (RFO) is to encourage qualified vendors to submit specific pricing for Geographic Information Systems (GIS) and/or Information Technology (IT) Based Surveying products and services, including but not limited to:

#### A. GIS HARDWARE PRODUCTS

1. GIS data collectors, including Global Navigation Satellite System (GNSS) enabled units running GIS software.
  - i. Handhelds
  - ii. Tablets
  - iii. Smart Antennas
  - iv. Imaging Devices
    - a. Unmanned Aircraft Systems (UAS)/Drones
    - b. Land vehicle mounted
    - c. Water based vehicle mounted
    - d. Pole cameras
2. 3D Laser Scanners
3. 3D Displays/Monitors
4. Subsurface scanners
5. Real-time kinematic and post-process kinematic global positioning systems and sensors (RTK-GPS) for positional data collection

## **B. GIS SOFTWARE PRODUCTS:**

1. Software for office use
2. Software for field use
3. Indoor location tracking and wayfinding inside of buildings
4. Data collection, maintenance, visualization, analysis and sharing
5. Data processing software
  - i. Geospatial Artificial Intelligence (AI)
    - a. Analysis
    - b. Computer vision
    - c. Change detection
6. Database management system (DBMS) software
7. Software for geographic query, analysis, and visualization
8. Building Information Modeling (BIM) and Computer-aided Design (CAD) integration
9. Graphical user interfaces (GUIs)
10. Multiple GIS platforms integration
11. Web based applications to connect users to GIS information
12. Collaboration, community, and stakeholder engagement
13. Leveraging of Artificial Intelligence (AI), Internet of Things (IoT) technologies, and Deep Learning for GIS applications
14. 3D GIS Modeling
15. 4D GIS Modeling (3D geospatial + time component)
16. Cloud applications

## **C. GIS SERVICES**

1. Maintenance and support services for GIS hardware and software
2. Training, education and knowledge base transfer for GIS hardware and software
3. Data subscription services
4. Data analysis and reporting
5. Data needs/optimization assessment
6. Data Creation (digitization)
7. Database Management
8. Artificial Intelligence application development for GIS user interfaces, process automation and machine learning applications
9. Geometric networks (modeling common networks and infrastructures, such as pipelines and electrical lines)
10. Topological, hydrological and cartographic modeling
11. Photogrammetry (measuring through use of photographs)
12. Hydrographic Surveying
13. Bathymetric Surveying
14. Feature Extraction and Derivative Data Creation
  - i. Map overlay creation (2D, 3D, and 4D), such as property parcels, facilities, utilities, corridors, and other governmental boundaries and public infrastructure
  - ii. Planimetric mapping (manmade and natural features, such as roads, lakes, and buildings)
  - iii. Vegetation Rasters and Vectors



15. Geostatistics
16. GIS application development
17. GIS assessment, health check
18. Development of web-based interfaces
19. Imagery as a service
20. LiDAR processing
  - i. Indoors
  - ii. Outdoors
  - iii. 2D
  - iv. 3D
  - v. 4D (3D geospatial + time component)
21. LiDAR data classification
22. PhoDAR mapping
23. Data Conversion
  - i. CAD to GIS
  - ii. ETL (Extract Transform Load)
  - iii. Coordinate System (Projections) transformation
  - iv. Formatting
24. Geocoding and reverse geocoding
25. Web base application development
26. Global Position Services
27. 3D Point clouds
28. GIS Managed Cloud Services
29. Web Mapping Services
30. IT systems and GIS integration
31. GIS training, education, and knowledge base transfer
32. Aerial imagery Interpretation
33. Field data collection
34. Georeferencing
35. Change detection
36. Direct-downlink and delivery services, including but not limited to:
  - i. Ground to mobile ground terminals
  - ii. Direct access service
  - iii. Direct to cell phones, ships and aircraft

#### **D. GEOSPATIAL PRODUCTS**

1. Datasets
  - i. Spatial Datasets
  - ii. Aspatial Datasets (non-spatial data that can be associated to geographic locations, such as demographic, socio-economic, business, and other such data)
  - iii. Datasets of governmental boundaries and public infrastructure
  - iv. Land parcel datasets
  - v. Address locator datasets
  - vi. Socioeconomic and demographic datasets
2. Imagery obtained using land or water-based vehicles
3. Satellite Imagery
  - i. Archive

- ii. Tasking
- 4. Orthoimagery
  - i. Acquisition and Processing
    - a. Manned aerial platform
    - b. Unmanned Aircraft Systems (UAS)/Drones
- 5. Oblique Imagery, Historical Imagery and Maps
- 6. Georeferenced spatial datasets
- 7. Lidar data
  - i. Acquisition and Processing
    - a. Manned aerial platforms
    - b. Unmanned Aircraft Systems (UAS)/Drones
- 8. PhoDAR data
- 9. 2D, 3D and 4D models
- 10. Other sensor data, including but not limited to:
  - i. Electro-optical
  - ii. Synthetic aperture radar
  - iii. Hyperspectral
  - iv. Geomagnetic field
  - v. gravity field
  - vi. sonar
  - vii. other emerging sensor technologies

#### **E. IT Based Surveying Hardware, Software and Related Services**

- 1. Surveying robots
- 2. Global Positioning System (GPS) surveying equipment and systems
- 3. Digital measuring equipment
- 4. Surveying instruments and kits
- 5. Total survey stations
- 6. Surveying software and services related to the support of the hardware and software

##### **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-CPO-TMP-444. All products for Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services may be made available through a Contract.

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.

- 1. Discount Sheet: The products will be categorized as provided on the spreadsheet titled "Discount Sheet." Vendors must offer only one discount for each Product Category listed. The discount for each product category will be applied to all products within the product category to determine the net DIR Customer price. The price to the DIR Customer shall include all shipping and handling fees.

2. Pricing Sheet: A representative sample of products has also been included on the spreadsheet titled "Pricing Sheet." Vendor must offer only one price for each product listed. The price to the DIR Customer shall include all shipping and handling fees. This is a representative sample only. All products named in this RFO may be made available through a Contract.
  
3. Pricing Sheet/Bid Stamp VIS portal: The products will be categorized as provided on the spreadsheet tab titled "BidStamp Brand Average Sample." Vendors must offer only one discount for each Product Category listed. The discount for each product category will be applied to all products within the product category to determine the net DIR Customer price. The price to the DIR Customer shall include all shipping and handling fees. BidStamp fields include:
  - **Product Category** (Item description) Example: GIS Hardware
  - **Product Sub-Category** (Product type)) Example: 3D displays
  - **Brand Example:** Trimble, Esri, etc. NOTE: **Brand name must be submitted as spelled in the general marketplace.** (Example: HoverCam is correct. Hover Cam is incorrect)
  - **Product Description:** if line item is a service enter N/A
  - **Service Description:** if line item is a product, enter N/A
  - **Service Category Example:** maintenance, technical services, managed services, training, customization services, etc.
  - **Product/Service Part Number:** if providing detailed line item provide a product or service number, if not, enter N/A
  - **Manufacturer:** check if vendor is the manufacturer
  - **Reseller:** check if vendor is an authorized reseller of the line item
  - **MSRP:** provide MSRP if providing detailed line item or N/A if offering brand discount
  - **Discount off MSRP:** provide discount for detailed line item. Provide average discount for each brand.
  - **Service zone:** Example: Austin area, DFW area, Statewide
  - **Unit:** See examples on Bid Package 2, tab 2.
  
4. Pricing Sheet/Bid Package 2 – Brand Product Detail tab 2: A representative sample of products has also been included on the spreadsheet tab titled "Product & Services Detail". Vendor must offer only one price for each product listed. In addition to entering pricing information on DIR's vendor pricing form in BidStamp VIS, vendor must also upload proposed catalog (Tab 2 of Bid Package 2) of products/services/solutions with pricing and discounts that vendor is proposing on this RFO.

*Note:* The Vendor's average discount calculation entered in Bid Package 2 must match the discount entered in the BidStamp pricing sheet. DIR may disqualify brand(s) proposed if a discrepancy is found.

### **3.1.1.1 Volume Pricing**

- 1) Volume Pricing: DIR encourages Vendors to offer VOLUME pricing for specific Products and/or Services on the spreadsheet tabs of Bid Package 2, Pricing Index.
- 2) 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.

### **3.1.1.2 Leasing**

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

DIR is not soliciting Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related 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. Any Vendor offering product-related services must submit a description of those services and the related pricing in the Automated Pricing Form in the BidStamp VIS.

This RFO is **not** a solicitation for professional or consulting services as defined in Chapter 2254 of the Texas Government Code. See <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm>

## **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-444. Vendor may propose such products and 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-444 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. Texas Natural Resources Information System (TNRIS) Coordination Requirements

Sec. 16.021 of the Texas Water Code established TNRIS as the centralized clearinghouse for the state's geographic data and resources. TNRIS coordinates the state's acquisitions of imagery, lidar, and land parcel and address points. All DIR vendors must comply with Texas Administrative Code Chapter 205 Geographic Information Standards, which outlines technical standards for state agency geographic datasets and geographic information systems users and developers. For more information on Texas Administrative Code Chapter 205, visit [https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=10&ch=205](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=205).

For Products (e.g. hardware, software) and/or Product Related Services (maintenance services for hardware or software), Customers shall identify their own needs for Services, Products and Product Related Services and communicate directly with DIR Vendors to submit statements of work, obtain price quotes, or issue Purchase Orders. Pricing shall be in accordance with Appendix C, Pricing Index, of the DIR Vendor's contract. Customers may negotiate for a lesser amount.

For Geospatial Products (i.e. outputs of GIS hardware, software and services, such as datasets, lidar, and imagery), Customers shall first contact the TNRIS Strategic Mapping Program at [StratMap@twdb.texas.gov](mailto:StratMap@twdb.texas.gov) before submitting a statement of work, obtaining quotes or issuing Purchase Orders to DIR Vendors.

Customers that procure a public domain dataset (Geospatial Products that do not require a license) must make the dataset available to TNRIS, which will make the datasets available to other agencies, institutions of higher education, and the public.

All non-proprietary geographic datasets must be made available in at least one digital format that is recognized by the most commonly used geographic information systems. This does not preclude Customers from obtaining geographic datasets in other data formats. TNRIS should be consulted for guidance needed on acceptable dataset formats.

### 3.5. Threshold and SOW Requirements

State Agency Customers (not including institutions of higher education), must adhere to the requirements of Texas Government Code 2157.068 relating to DIR Cooperative Contracts. Texas Government Code 2157.068 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.

### **3.6. Electronic and Information Resources (EIR) Accessibility**

Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes [1 TAC 206](#), [1 TAC 213](#), and in the [Worldwide Web Consortium WCAG 2.0 AA](#) technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.

Accordingly, **all Vendors must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product / service since the time of the original document completion.**

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position. Instructions on how to complete a VPAT® can be found on [DIR's website](#).

- **For Consumer Off the Shelf (COTS) products, including Software as a Service (SAAS), a completed, accurate Voluntary Product Accessibility Template (VPAT) for each product or service included in the submitted pricelist.**

Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/public-policy/accessibility>. Vendors that claim their products are exempt from accessibility requirements must present that position to DIR as a question during the question and answer period of the solicitation.

- **For non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) Vendors must complete a Vendor Accessibility Development Services Information Request (VADSIR) Questionnaire (Bid Package 5) which documents Vendor's capability or ability to produce accessible electronic and information resources.**

Additionally, vendors must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

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

### 3.7. Form of Contract

#### 3.7.1 Sample Contract and Terms Negotiation

Negotiation: The final terms and conditions of any contract awarded as a result of this RFO shall be agreed upon during negotiation. However, the minimum standard terms and conditions that shall be included in any awarded contract are contained in the **sample Contract for Products and Related Services** attached as "Bid Package 8" and the **Standard Terms and Conditions for Products and Related Services Contracts** attached as "Bid Package 3" to the posting for this RFO, requisition number DIR-CPO-TMP-444, on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp/DIR-CPO-TMP-444>.

#### 3.7.2 Proposed Changes and Exceptions

**Caution: Vendor's Response may be disqualified if their exceptions are excessive, or if they list exceptions to non-negotiable terms.** 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 Services* or the *Standard Terms and Conditions for Products and 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. 15<sup>th</sup> Street, Suite 1300  
 Austin, Texas 78701  
 Phone: 512-936-2353  
 Fax: 512-936-6896  
 Internet: [carrie.thomas@dir.texas.gov](mailto: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 20, 2019	Publish RFO on Electronic State Business Daily (ESBD)
January 7, 2020 10:00am (CT)	Optional Vendor Conference
January 15, 2020 02:00pm (CT)	Deadline for submitting questions
January 24, 2020 02:00pm (CT)	Estimated date for posting answers to questions on the ESBD
February 3, 2020 02:00pm (CT)	Deadline for DIR to receive Vendor references
<b>February 3, 2020 02:00pm (CT)</b>	<b>Deadline for submitting responses to RFO</b>
February 4, 2020 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

#### **4.3.2 Vendor Conference**

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies.

William P. Clements (WPC) State Building  
300 West 15th Street, Room 103  
Austin, TX 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/4230968424881695501>

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-CPO-TMP-444>. 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.

#### **4.3.3 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-CPO-TMP-444 on the Electronic State Business Daily (ESBD), <http://www.txsmartbuy.com/sp/DIR-CPO-TMP-444>. 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 26.0%. 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 VIS.** 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](mailto:StatewideHUBProgram@cpa.texas.gov). If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

### **4.5. Vendor Qualifications**

#### **4.5.1 Authorized Vendors**

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

- 1) Vendor who will sell directly to Customers through a Co-op Contract. Any proposing Vendor who is not the Manufacturer/Publisher must supply a signed letter from the Manufacturer/Publisher certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products to the agencies and political subdivisions of the State, including institutions of higher education, and may sell such products under the terms and conditions of the DIR Contract, in support of Vendor's proposal. Signed letters of authorization must be submitted with Vendor's proposal. **Failure to supply the letter may result in elimination of the related proposal from the solicitation process.**
- 2) Vendor who will execute a Co-op Contract with DIR and designate one or more qualified dealers or resellers or 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 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) The **Education Department of General Administrative Regulations (EDGAR)** are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Vendor provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfactory, then DIR may identify Vendor as certifying that all or a portion of Vendor's listings are EDGAR eligible, and DIR may then permit Vendor to so identify all or part of its offerings on Vendor's DIR website. In such cases, upon request from eligible DIR customer, Vendor must complete EDGAR certification affirmation forms to satisfy customer requirement.

#### **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:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

#### **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.

#### **4.5.5 Cybersecurity Training**

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a state computer system or database, then Vendor shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Vendor shall verify to the Customer state agency are institution of higher education completion of the program by each such officer, employee, or subcontractor.

### **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. 15<sup>th</sup> Street, 13<sup>th</sup> 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 13<sup>th</sup> 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) Pricing Forms – Automated Pricing Form and Bid Package 2 Itemized Pricing Sheet**

Vendors must submit the discount(s) of the offerings on Automated Pricing Form in the BidStamp VIS. Vendor must also upload the Itemized Price Sheet (Bid Package 2) in the BidStamp VIS. Refer to Section 3.1.1 for detailed instructions regarding the Pricing.

**6) Signed letter(s) from the Manufacturer/Publisher** certifying that Vendor is an authorized reseller of Manufacturer's/Publisher's products

**7) Software License Agreements and/or Service Agreements (if any)**

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 8) and the *Standard Terms and Conditions for Products and Related Services Contracts* (Bid Package 3).

**8) Policy-Driven Adoption for Accessibility – Bid Package 6**

Vendors must provide the PDAA form (Bid Package 6) as requested in Section 3.6, Electronic and Information Resources (EIR) Accessibility, of this RFO.

**9) EDGAR Certification Form – Bid Package 7**

Vendors must provide the EDGAR Certification Form (Bid Package 7) as requested in Section 4.5.2, Federal Requirements, of this RFO.

**4.7.2 References**

Vendor must send the Vendor Reference Questionnaire 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**

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.

#### **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 shall be rejected. In addition, DIR reserves the right to accept or reject, in whole or in part, any responses submitted, and to waive minor technicalities when in the best interest of the State.

#### **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-CPO-TMP-444 on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp/DIR-CPO-TMP-444>. It is the responsibility of Vendors to monitor the web site for addenda. Vendor's failure to periodically check the ESD 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 score of less than 90% in the Vendor Performance System;
  - b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports,
  - c. Having purchase orders that have been cancelled in the previous 12 months for non-performance (including but not limited to late delivery, etc.).
3. Completion of HUB Subcontract Plan (Exhibit D).

### **5.2.2 Weighted Evaluation Criteria**

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

- 45% - Pricing
- 30% - Vendor History and Experience and References in providing the products and services requested. (Exhibit B of Bid Package 1, and Vendor References)
- 25% - Vendor's plan for supporting the Contract – Exhibit C

Vendors will be evaluated on performance under existing and prior contracts for similar products or services and the evaluation may include consideration of Vendor performance as recorded in the CPA Vendor Performance Tracking System as described in the Texas Administrative Code, 34 TAC 20.115(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 he 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/DIR-CPO-TMP-444>, 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**





## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 1

This addendum to Request for Offer (RFO) DIR-CPO-TMP-444 contains:

1. MODIFICATIONS TO RFO

**Bid Package 1, Section 4.3.2 Vendor Conference**, is replaced in its entirety with the following:

4.3.2 Vendor Conference

The Optional Vendor Conference will be held on the date and time specified in RFO Section 4.3.1 above at the location listed below. Please bring a copy of the RFO to the Vendor Conference, as DIR will only supply a limited amount of copies.

William P. Clements (WPC) State Building  
300 West 15th Street, Room 103  
Austin, TX 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/4230968424881695501>

<https://attendee.gotowebinar.com/register/6002341032555757579>

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-CPO-TMP-444>.

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 ESD for updates to the procurement prior to submitting a bid. Respondent's failure to periodically check the ESD will in no way release the selected Vendor from "addenda or additional information" resulting in additional costs to meet the requirements of the RFO.





## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 2

This addendum to Request for Offer (RFO) DIR-CPO-TMP-444 contains:

1. Modifications to RFO
2. RFO Written Questions and Answers
3. Pre-bid Conference Presentation Slides
4. Pre-bid Conference Sign-In Sheet & Webinar Attendees List
5. Revised Bid Package 1 – Exhibit A
6. Revised Bid Package 2 – Price Sheet
7. Revised Bid Package 4 – Reference Form

#### 1. MODIFICATIONS TO RFO

1. **Bid Package 1, Request for Offer, Section 3.1.1 Pricing is amended to the following:**

##### **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-CPO-TMP-444. All products for Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services may be made available through a Contract.

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.

1. **Automated Pricing Sheet in BidStamp VIS portal:** Vendors must offer only one discount for each Product Category listed. The discount for each product category will be applied to all products within the product category to determine the net DIR Customer price. The price to the DIR Customer shall include all shipping and handling fees. Vendor shall only enter in products and related services. Do not enter services only in this Automated Pricing Sheet.

The Automated Pricing Sheet BidStamp fields include:

- **Product Category** (Item description) Example: GIS Hardware
- **Product Sub-Category** (Product type) Example: 3D displays
- **Brand Example:** Trimble, Esri, etc. NOTE: **Brand name must be submitted as spelled**



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in the general marketplace. (Example: HoverCam is correct. Hover Cam is incorrect)

- **Product Description:** if line item is a service enter N/A
  - **Service Description:** if line item is a product, enter N/A
  - **Service Category Example:** maintenance, technical services, managed services, training, customization services, etc.
  - **Product/Service Part Number:** if providing detailed line item provide a product or service number, if not, enter N/A
  - **Manufacturer:** check if vendor is the manufacturer
  - **Reseller:** check if vendor is an authorized reseller of the line item
  - **MSRP:** provide MSRP if providing detailed line item or N/A if offering brand discount
  - **Discount off MSRP:** provide discount for detailed line item. Provide average discount for each brand.
  - **Service zone:** Example: Austin area, DFW area, Statewide
  - **Unit:** See examples on Bid Package 2, tab 2.
2. Pricing Sheet/Bid Package 2 Excel Spreadsheet – In addition to entering pricing information on DIR's vendor pricing form in BidStamp VIS, vendor must also upload proposed catalog (Tab 2 of Bid Package 2) of products/services/solutions with pricing and discounts that vendor is proposing on this RFO. Vendors shall enter brand product details in Tab 2 of this spreadsheet. Vendor must offer only one price for each product listed. For services only, enter service details/information in Tab 3.

IMPORTANT: The Vendor's discount calculation entered in Bid Package 2 must match the discount entered in the BidStamp pricing sheet. DIR may disqualify brand(s) proposed if a discrepancy is found.

#### 2. Bid Package 1, Request for Offer, Section 4.3.1 RFO Schedule is amended to the following:

##### 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 20, 2019	Publish RFO on Electronic State Business Daily (ESBD)





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January 7, 2020 10:00am (CT)	Optional Vendor Conference
January 15, 2020 02:00pm (CT)	Deadline for submitting questions
January 24, 2020 02:00pm (CT)	Estimated date for posting answers to questions on the ESD
February 11, 2020 02:00pm (CT)	Deadline for DIR to receive Vendor references
<b>February 11, 2020 02:00pm (CT)</b>	<b>Deadline for submitting responses to RFO</b>
February 12, 2020 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

### 3. Bid Package 1, Request for Offer, Section 5.2.1 Pass/Fail Criteria is amended to the following:

#### 5.2.1. Pass/Fail Criteria

In addition to the weighted criteria listed below DIR also reviews additional Pass/Fail criteria as follows:

1. Financial Information is a Pass/Fail review conducted by the Finance Group;
2. Completion and signing of HUB Subcontract Plan; and
3. In accordance with §§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 score of less than a C or Legacy Unsatisfactory in the Vendor Performance System;
  - b. Currently under a Corrective Action Plan through the CPA, having repeated negative Vendor Performance Reports; and
  - c. Having purchase orders that have been cancelled in the previous twelve (12) months for non-performance (including but not limited to late delivery, etc.).

### 2. RFO WRITTEN QUESTIONS AND ANSWERS

- 1) **Question:** Sundex does not have list prices how should pricing be submitted? Bid Package 2.  
**Answer:** Vendors should enter MSRP, list or any base price for any products or services before DIR discount.
- 2) **Question:** 3 references – will vendors receive confirmation as client references are submitted and processed by DIR? Any issues with TNRIS serving as a reference if they choose to do so?



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**Answer:** Vendors will not receive confirmation of DIR's receipt of references. TNRIS may provide references so long as they are not an evaluator, have signed a non-disclosure agreement or have any other conflict of interest.

- 3) **Question:** Are vendors able to serve as the prime on one team and a sub on a different team?

**Answer:** Yes.

- 4) **Question:** Are we allow to change HUB plan after award?

**Answer:** Yes.

- 5) **Question:** Vendor Response through VIS is that for all contracts or only ones over 50K?

**Answer:** All vendors that wish to be considered for an award must submit their response through the BidStamp Vendor Information System (VIS) regardless of the dollar value amount.

- 6) **Question:** Exhibit D – Could you go over, once again, what should be done with the HUB subcontracting plan if 1. You are a HUB and 2. You intend to subcontract to other HUBs or small businesses?

**Answer:** All respondents to the RFO MUST complete a HUB Subcontracting Plan (HSP). If you intend to subcontract and the percentage you will subcontract is at or above the identified HUB Goal you will complete Sections 1,2,4, and Method A. If the percentage is below the HUB Goal you will complete Sections 1,2,4, and Method B. You can always contact DIR.HUB@DIR.TEXAS.GOV with any HSP questions.

- 7) **Question:** My company is known more by our dba that *[sic]* our corporate name. Can I submit under the dba name?

**Answer:** Vendors must submit their response through VIS using legal name, not their dba.

- 8) **Question:** What is the difference between VIS and ESBD

**Answer:** DIR's BidStamp Vendor Information Portal (VIS) is where vendors submit their response to DIR solicitations. The Electronic State Business Daily (ESBD) is owned by the Texas Comptroller of Public Accounts and where all Texas state agencies, including DIR, post their solicitations along with any addendums. VIS is DIR specific. ESBD is for all state agencies.

- 9) **Question:** When will today's slides by available on VIS/ Bib Stamp *[sic]*?

**Answer:** Slides are attached to this Addendum 2.

- 10) **Question:** What is the estimated cost of the Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services project?





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**Answer:** DIR establishes master contracts for use by DIR customers. They are awarded at zero dollar and actual use is determined by customer demand. See RFO Section 1.1 Purpose.

- 11) **Question:** Has the Department allocated funding for the Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services yet? If so, through which source (budget, CIP, state/federal grant, etc.)?

**Answer:** See Question 10.

- 12) **Question:** Who is the technical contact and/or project manager for the Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services effort, and what is their contact information?

**Answer:** The Point of Contact for this RFO is Carrie Thomas at (512) 936-2353 or carrie.thomas@dir.texas.gov. The Contract Manager role will be assigned at the time of the contract award.

- 13) **Question:** Which operating platform does the Department currently use?

**Answer:** As this is a master contract, there is not one operating platform.

- 14) **Question:** Which other systems will have to integrate/interface with the Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services, and will the Department provide incumbent vendors for each system?

**Answer:** See Question 13.

- 15) **Question:** What is the number of users anticipated for the Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

**Answer:** See Question 10.

- 16) **Question:** Have you had any external assistance preparing this RFP?

**Answer:** See Question 10. In the development of this RFO, DIR has received input from the vendor community through a Request for Information (RFI) as well as input from DIR customers.

- 17) **Question:** Can vendors respond for the GIS Services only as described in Section 3.1.C beginning page 5? In other words, if we are not a GIS product reseller, but do provide many of the GIS services can we respond?



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**Answer:** Yes. Vendors are encouraged to bid any or all or any combination of the products and services or product and service categories listed in Section 3 of the RFO.

18) **Question:** For GIS Services do we simply show % discount on cost sheet?

**Answer:** This question is not clear. See RFO Section 3.1.1 Pricing for detailed information on how to submit pricing for products and/or services.

19) **Question:** Our company does not offer COTS software, does that mean we do not have to return the VPAT form with our response?

**Answer:** If there are no COTS offerings in your submitted price list, then VPATs are not required. It's suggested that you submit a 1 page document stating that in your bid response. If your submission includes development services with IT deliverables to be used by state employees or members of the public, a VADSIR form should be completed. The PDAA form is required for all submissions.

20) **Question:** *Terms and Conditions [attached are images with the requested edits]*

**Answer:** Vendors may submit any exceptions to the Terms and Conditions with their response as outlined in RFO Section 3.7.2 Proposed Changes and Exceptions. Exceptions to certain terms and conditions will not be allowed and will be indicated as so in the document.

21) **Question:** We are a current holder of TDIR Contract DIR-TSO-3397 and are also planning to respond to the current DIR-CPO-TMP-444 RFO. I have a question (see below) applicable to both our current contract as well as the new RFO related to the ability to add software products that we manufacture to an awarded contract. I did submit the question through BidStamp to follow the process related to the current RFO but am writing you in hopes that I can get an answer sooner so that we can add some newly available products to our current contract (if possible), as well as plan our response to the current RFO.

3.3. Emerging Technologies (Page 9) – As a software manufacturer we have a variety of products that fit within the scope of this RFO. We would like to propose a subset of our products in our response now, and then add others in the future as we identify the need. Is it possible to modify an awarded contract at any point over its lifespan, allowing the addition of software products that may have either existed at the time of our proposal response but were not proposed, or did not exist at that time and were developed after the contract award? I appreciate your consideration of my request. Thank you and I look forward to your response.

**Answer:** Vendors should contact their assigned DIR Contract Manager to discuss any questions they have in regards to a current DIR contract. For contracts awarded through this RFO, See Bid Package 8 – Sample Contract Section 3 for allowable changes to their product offerings.





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22) **Question:** In Bid Package 1 RFO Products and Services pdf (page 7, 3.1.1) a 'Discount Sheet' (spreadsheet) is reference and stated to be part of the zip file. I did not see it in the zip file on the url (<http://www.txsmartbuy.com/sp/DIR-CPO-TMP-444>). Is there a certain format or template (similar to the price sheet list) that should be provided, or is it up to me (prospective vendor) to create?

**Answer:** Per this Addendum 2, the reference to a Discount Sheet has been removed. See Addendum 2 Item 1.1.

23) **Question:** Bid Package 1, Exhibit A (Vendor Information), Page 2, Item 10 states that the instructions for the Vendor Reference Questionnaires can be found in Bid Package 5. Bid Package 5 is VADSQ and VPAT. Should this be Bid Package 4?

**Answer:** Yes. It should read Bid Package 4. See revised Exhibit A per this Addendum 2.

24) **Question:** Section 3.1.1 Line item 4. The pricing sheet example is confusing based only on products. Using an example for Geospatial Products / Lidar Data, how are we to define prices for various resolutions, project area sizes, locations?

**Answer:** Vendors should use the Category and Sub-Category fields to define their pricing structure.

25) **Question:** Can vendors respond for the GIS Services only as described in Section 3.1.C beginning page 5? In other words, if we are not a GIS product reseller, but do provide many of the GIS services and would like clarification as to whether we can respond?

**Answer:** See Question 17.

26) **Question:** It is required that the Comptroller of Public Accounts identifies the Vendor to be "in good standing" and a Vendor with which the state is authorized to do business. Do we need CPA documentation of the "in good standing" requirement? I show two VID #s, one that is 13 characters and one that is six characters. Which # do I use?

**Answer:** DIR will perform the vendor checks as part of its administrative review. Use the Texas taxpayer number issued by the Texas Comptroller of Public Accounts.

27) **Question:** Request for Offer DIR-CPO-TMP-444 page 6 and 7. We do not have list pricing for Geospatial Products such as Orthoimagery acquisition/processing and LiDAR acquisition/processing. How should we format Bid Package 2 - Itemized Price Sheet.

**Answer:** See Question 24.

28) **Question:** Can the work be done offsite?

**Answer:** Work location will be determined by any Customers using the DIR Cooperative Contract program.



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29) Is there an MBE/DBE goal?

**Answer:** HUB goals are outlined in RFO Section 4.4 Historically Underutilized Businesses.

30) Is this a new RFO or a ReBid?

**Answer:** This is a new RFO.

31) **Question:** What was amount of money spent in the prior contracts, exclusively on GIS Services as opposed to product purchase?

**Answer:** GIS accounts for approximately \$28,280,886 (both products and services) in total historical sales.

32) **Question:** Question Regarding bid document 'DIR-CPO-TMP-444 Bid Package 3 Standard Terms and Conditions For Products and Services Contracts', Appendix A, Section Q. Immigration refers to compulsory compliance with US Department of Homeland Security's E-Verify system. The Section includes a note that 'No Exceptions or Revisions will be Considered'. The Section also references 'all persons 1) to whom the E-Verify system applies'. As a Canadian company, we are ineligible to participate in E-Verify and as such, we have been granted an exemption to a similar requirement under our GSA contract. Given that we cannot participate in E-Verify, and that all work would be performed in Canada by our Canadian employees, can you confirm that this does this meet the compliance requirements under Section Q Immigration of the Standard Terms and Conditions? We understand that no exceptions or revisions will be considered, but we want to ensure that our interpretation of "comply" aligns with the DIR's requirements.

**Answer:** The provision applies to all respondents as stated. If Respondent feels it is exempt from the provision for the reasons detailed above, it should so state in its proposal response to DIR. Further, the Respondent should state that should circumstances change, the Respondent should immediately notify DIR of the change, and certify compliance with the E-Verify requirement.

33) **Question:** I have sent the Vendor Reference form to my customer. I seem to remember that in the meeting last week they stated that the customer will actually fill in the Vendor Name portion of the form. Is this correct? What about the other lines in that section? Thank you for your help.

**Answer:** Either the vendor or the reference contact may enter in the Vendor Name to ensure DIR can associate the reference form with the correct vendor/bidder.

34) **Question:** For the submittal purposes, should Bid Package Exhibits A, B, and C be submitted as word documents (as provided) or can each exhibit be submitted as a pdf? Specifically, in Exhibit C, should the org chart be part of the word document or can it be a separate pdf?

**Answer:** Vendors may submit Bid Packet 1 Exhibits A, B and C as either MS Word format or PDF format. Vendor should ensure that signatures are provided where required.





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- 35) **Question:** Regarding DIR-CPO-TMP-444 Bid Package 1 RFO Products and Services, Section 3.6 Electronic and Information Resources (EIR) Accessibility, page 11: Question: For COTS solutions utilized in a mission-critical, urgent emergency response scenario that are exempt from the Electronic and Information Resources (EIR) Accessibility policy, what documentation is required to justify the exemption?

**Answer:** There is no exemption for such products so justifications would not be accepted unless the solution contains NO user interfaces used or viewed by customers or members of the public.

- 36) **Question:** For DIR-CPO-TMP-444, Section 3.1.C GIS Services Pg 5 - Levels of effort for Geospatial Services are highly variable and project specific. Does DIR have recommendations or preferred units of measure for providing line-item costs for services that will not be defined until solicited by Co-Op agency?

**Answer:** This question is not clear. The appropriate unit of measure would depend on the nature of the vendor's business.

- 37) **Question:** RFO DIR-CPO-TMP-444, Section 4.7.2 References Page 19/20 - The RFO identifies that the "Vendor must send the Vendor Reference Questionnaire to three (3) companies or government agencies." If a Vendor proposes several product and service categories (e.g. B.7. Software for geographic query, analysis, and visualization and D.4. Orthoimagery Acquisition and Processing b. Unmanned Aircraft Systems (UAS)/Drones) is the vendor required to submit a total of three (3) Vendor Reference Questionnaires for all categories – or - three (3) Vendor Reference Questionnaires for each Category (e.g. B.7, D.4, etc.)?

**Answer:** A total of 3 references only should be submitted.

- 38) **Question:** RFO DIR-CPO-TMP-444, Section 3.1.D GEOPATIAL PRODUCTS, Page 7 - Items 4 and 7, Will Texas DIR be interested in signing on with Michael Baker for UAS services through their NASPO contract versus the solicitation for GIS and IT services that mentions UAS as a part of this GIS/IT contract. The catalog and pricing structure for the NASPO agreement is similar to the solicitation for Texas DIR, so we don't want to duplicate our efforts or yours as you review these proposals. <https://www.naspo.valuepoint.org/portfolio/unmanned-aerial-vehicle-drone-services-2019-2024/> (our name will be posted as a vendor soon as our master agreement hasn't been added into the NASPO system yet)

**Answer:** DIR does not piggyback on any cooperative contracts such as NASPO.

- 39) **Question:** RFO page 21, Section 5.2.1 Pass/Fail Criteria: Item #1 in this section states, "DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12). Please confirm this reference should be to Item 13 instead of Item 12.



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**Answer:** Per this Addendum 2 Item 1.3, changes have been made to RFO Section 5.2.1 Pass/ Fail Criteria.

- 40) **Question:** RFO page 21, Section 5.2.1 Pass/Fail Criteria: Item #1 in this section states, "DUNS Number and report is a Pass/Fail review conducted by the Finance Group (Exhibit A, Item 12). In Exhibit A, Item 13 there is no reference to a report. Is it the State's expectation that vendors provide a Dun and Bradstreet report with their proposal?

**Answer:** Per this Addendum 2 Item 1.3, changes have been made to RFO Section 5.2.1 Pass/ Fail Criteria.

- 41) **Question:** Exhibit A page 4, Section 16, Statement of Compliance: The table which includes Mandatory Response Contents in this section lists the Vendor ICT Accessibility Policy Assessment (See RFO, Section 3.6). However, this document is not mentioned in RFO Section 3.6. Is this a duplicate reference to the Accessibility Documentation (PDAA) – Bid Package 6 which is also listed in the table? If not, please provide information on where vendors can find the Vendor ICT Accessibility Policy Assessment.

**Answer:** Yes, this is a duplicate reference to the Accessibility Documentation (PDAA) – Bid Package 6. Per this Addendum 2, the attached revised Exhibit A has removed the duplicate reference.

- 42) **Question:** NTT DATA is offering a product for edge computing services used in "Smart Cities" applications. This product is the compilation of multiple commercial hardware and software products. Therefore, we believe this product to be exempt from accessibility requirements. Will the State please grant an exception to the VPAT requirement for this product?

**Answer:** No. Based on your description defining a multi COTS product solution as a single product, a single, accurate VPAT should be submitted that applies to all the user interfaces in that integrated product.

- 43) **Question:** Exhibit A, Page 2, Question #11 - Please confirm that the referenced "Contract for Services" document and "Standard Terms and Conditions for Services Contracts" are the same document.

**Answer:** They are two different documents. For a sample Contract for Products and Services, see Bid Package 8. For the Standard Terms and Conditions, see Bid Package 3.

- 44) **Question:** Bid Package 1 RFO Products and Services, Section 3.6 Electronic and Information Resources (EIR) Accessibility, Page 11 - DataTree offers non consumer-facing solutions. The accessibility requirements are not applicable to our solutions as they are designed for business-to-business use. Can DIR confirm that accessibility requirements are not applicable for B2B offerings?





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**Answer:** This assumption is incorrect. Accessibility applies to all products and services used by government or higher ed employees in any capacity that contains user interfaces of any kind.

45) **Question:** Bid Package 1 – Page 4, Part 3.1 Products and Services – Would bulk parcel-level transactions and building characteristics data with geocodes be considered in scope for this RFO?

**Answer:** Yes.

46) **Question:** Bid Package 1 – Page 11, Part 3.6 Electronic and Information Resources (EIR) Accessibility – “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.” Our company’s offerings under this RFO are all data products and therefore would not be applicable from an accessibility standpoint, rather, the software used to access this data (which we are not providing) is what would be subject to accessibility requirements as the software is what the end user will be interacting with.

**Answer:** It is not clear what your company is providing, but in general, if there is a user interface of any kind that is part of an IT solution, including from a 3rd party IT offerings and that IT solution is used by a Texas employee or member of the public, EIR accessibility is applicable and VPATs are required.

47) **Question:** Are there any issues with vendors supplementing their core project delivery teams with additional offshore personnel resources if required for any potential large-scale projects or to achieve additional cost savings to potential StratMap clients on a given project?

**Answer:** See Bid Package 3 Standard Terms and Conditions for Products and Services Contracts Section 4 - General Provisions I. Data Location.

48) **Question:** For the “GIS Services” and “Geospatial Products” categories, potential task order pricing (consisting of personnel labor and associated other direct costs) will be unique to each project’s defined statement of work and requirements requested under the StratMap contract and would vary accordingly. Therefore, vendors are not able to define an MSRP value for each GIS Service or Geospatial Product line item to be included in the Pricing template. Is it sufficient and will respondents be considered as compliant by DIR in the pricing category if ONLY discounts are provided for GIS Service and Geospatial Product line items and an MSRP value is NOT included? Could DIR please provide an example for the GIS Services and Geospatial Products categories in the pricing spreadsheet (Bid Package 2) to clarify DIR preferences regarding how it should be completed relative to GIS Services and Geospatial Products?



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**Answer:** Where MSRP value is not available, the vendor must establish some kind of base price for the services or geospatial products. Vendor should use the Category and Sub-category fields to define their pricing structure.

49) **Question:** Do vendors need to submit GIS/IT labor categories and associated billing rates in the pricing sheet (Bid Package 2) for GIS/IT services and potential discounts to be offered under the contract?

**Answer:** See Question 48.

50) **Question:** To confirm, is the "Vendor Qualifications Form" item in the drop-down menu for document types to upload as a new response document in BidStamp VIS intended as the option for vendors to select when uploading the signed EDGAR Certification Form (Bid Package 7)?

**Answer:** The Vendor Qualifications Form should be applied to Exhibit B Vendor History and Experience. The signed EDGAR Certification Form should be uploaded as "Other Documents"

51) **Question:** Bid Package 1, Exhibit B (Vendor History and Experience), Question 5. Are you specifically asking about larger state vehicles (such as DIR for example) or at all Vendor contracts that are in use with public entities?

**Answer:** All vendor contracts with public entities outside the state of Texas for the same products and services listed in this RFO.

52) **Question:** Bid Package 1 Exhibit C Page 1-2 Contract Marketing and Support Plan  
Does the contract marketing and support need to be submitted in word format using the sample provided or can a custom marketing plan in another format (PDF) that fulfills all requirements (1-6) be submitted instead?

**Answer:** Vendor may submit in another format, but at a minimum, all questions must be answered that are outlined in Exhibit C.

53) **Question:** 4.5.1 Authorized Vendors: Can a company, which is a wholly owned subsidiary of a parent company, submit a response to this solicitation that includes both its and the parent's software products without any additional documentation or is a vendor authorization letter from the parent company needed?

**Answer:** Vendor that believe that they are exempt from providing a Letter of Authorization, must provide documentation for justification.

54) **Question:** Reference: 3.1.1 - Vendors must offer only one discount for each Product Category listed Question: Is this a strict requirement? We have some product categories with varying discounts. Allowing for only one discount per product category listed could result in a higher total price for DIR.





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**Answer:** Vendor can use the Sub-category field to make the distinctions of various discounts under the same brand.

- 55) **Question:** Reference: Bid Package 1 RFO exhibit A – Manufacturer Resell Authorization Letters  
Question: If Esri has embedded data from another data vendor into an Esri product, does DIR require an authorization letter from that data vendor?

**Answer:** No.

- 56) **Question:** Reference: Exhibit D Question: Esri is considering offering additional services through a subcontractor. How would DIR prefer for us to communicate this information?

**Answer:** Every respondent MUST complete the HUB Subcontracting Plan (HSP) included in the RFO

- 57) **Question:** Solicitation Page 9, Section 3.3 Emerging Technologies: The RFO explicitly states that Emerging Technologies may be added to an awarded vendor's offerings (following DIR approval) at any time during the lifecycle of the contract. If a vendor is awarded a contract for a specific product/service, will the vendor be allowed to also qualify for provisioning other allowable GIS/IT products/services listed in the RFO at a later date?

**Answer:** See Question 21.

- 58) **Question:** Bid Package 1 RFO Exhibit A.docx Pg 3, No. 15 – Are firms proposing professional services required to have a URL for manufacturing recycling of our computers?

**Answer:** The section only applies to recycling of computers. Please note RFO Section 3.1 which states that this RFO is not a solicitation for professional or consulting services as defined by Chapter 2254 of the Texas Government Code.

- 59) **Question:** Bid Package 1 RFO Exhibit C.docx Pg 1, No. 1 - Is a sales and marketing strategy required for firm proposing on professional services? If so, what are we expected to include?

**Answer:** Yes. Outline how you intend to promote your DIR contract to potential DIR Customers. Please note RFO Section 3.1 which states that this RFO is not a solicitation for professional or consulting services as defined by [Chapter 2254](#) of the Texas Government Code.

- 60) **Question:** Are subconsultants required to be included in the plan? Pg 1, No. 2 - Same as No. 1 above, but for providing sales, order processing and support.

**Answer.** This question is not clear. Please note RFO Section 3.1 which states that this RFO is not a solicitation for professional or consulting services as defined by [Chapter 2254](#) of the Texas Government Code.

- 61) **Question:** Same as No. 1 above, but for projected sales over the next 12 months (Itemized?).



## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 2

**Answer:** This question is not clear.

- 62) **Question:** Bid Package 1 RFO Products and Services.pdf 1.2.1 If the Vendor is providing product and/or services and pricing information and negotiating service level agreements and additional terms and conditions with customer, why is the vendor required to provide negotiated/discount pricing to DIR?

**Answer:** The DIR contract would be the starting point for further negotiated/discount pricing.

- 63) **Question:** Bid Package 2 - Itemized Price Sheet.xlsx Is the pricing sheet only for commodities/products? How are we expected to show professional GIS services and geospatial products in this format?

**Answer:** See Question 48. See Addendum 2 - Item 1.1.

- 64) **Question:** Bid Package 3 Standard Terms and Conditions For Products and Services Contracts.pdf 4F. "Choice of Law - Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity." This statement is a somewhat concerning. It appears that the vendor can't seek remedy in the event the state creates a liability situation. Is this a valid concern since the state is assuming legal immunity?

**Answer:** The provision addressing sovereign immunity stands as written. There are certain exceptions to the provision detailed in TGC Chapter 2260 RESOLUTION OF CERTAIN CONTRACT CLAIMS AGAINST THE STATE. Respondent should consult with counsel concerning the statute and its applicability.

- 65) **Question:** Bid Package 3 Standard Terms and Conditions for Products and Services Contracts.pdf 4I. Data Location - In the event that a vendor subcontractor is, for example, a satellite imaging company, who may post-process their raw data in off-shore company facilities. Does this create a problem?

**Answer:** This is not acceptable per Section 4.I.

- 66) **Question:** Bid Package 3 Standard Terms and Conditions For Products and Services Contracts.pdf 7H. Does the Trade Show Participation requirement filter down to the Vendor's subconsultants?

**Answer:** No.

- 67) **Question:** Bid Package 3 Standard Terms and Conditions for Products and Services Contracts.pdf 7H. Does DIR negotiate exhibitor rates for contract holders required to exhibit?

**Answer:** Yes.





## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 2

- 68) **Question:** Bid Package 3 Standard Terms and Conditions for Products and Services Contracts.pdf 7H. Is there a cap on fees a vendor is required to spend for the trade shows?  
**Answer:** No.
- 69) **Question:** Bid Package 3 Standard Terms and Conditions for Products and Services Contracts.pdf 8C3. What does DIR consider volume or special pricing purchases?  
**Answer:** Volume pricing can be anything more than 1 item.
- 70) **Question:** Bid Package 3 Standard Terms and Conditions for Products and Services Contracts.pdf 8F. Why is travel time not included as part of the amounts payable by Customer for services?  
**Answer:** The provisions states that any travel must be approved in advance by the Customer, and all expenses must comply with the current State Travel Management Program.
- 71) **Question:** Bid Package 4 Vendor References.docx Are subs required to provide references? Can they be included?  
**Answer:** Subcontractors are not required to provide references and they should not be included.
- 72) **Question:** Vendor references ask about quality of Law Enforcement, should the reference form ask for GIS performance? Bid Package 4  
**Answer:** *[note: There were several questions received regarding this typo, and the following response addresses all of them.]* A revised Reference Form has been attached to this Addendum 2.
- 73) **Question:** Bid Package 1 RFO Products and Services, Section 3.1.1. Pricing, Page 8 - Where can we locate the "Automated Pricing Form" in BidStamp VIS? This does not seem to be currently available on the BidStamp VIS.  
**Answer:** *[note: There were several questions received regarding this technical issue, and the following response addresses all of them.]* The Automated Pricing Form has been added to BidStamp at the time of this Addendum 2 posting.
- +++++Pre-Bid Questions from Webinar Participants+++++
- 74) **Question:** From Synergy Systems & Service Inc - How many vendors are you currently using that are out of state vendor?  
**Answer:** 17
- 75) **Question:** From Synergy: Previously how much of the budget was spent on the GIS hardware vs. GIS services?



## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 2

**Answer:** Approximately, hardware accounted for \$89,742, Software \$18,596,812, and Services \$9,592,715.

76) **Question:** From Synergy: Will the list of the current vendors being used be released and can they rebid?

**Answer:** The list of current vendors is available on the DIR website, [www.dir.texas.gov](http://www.dir.texas.gov). All vendors are eligible to respond to this solicitation.

77) **Question:** Is all of the work currently being done in the U.S.?

**Answer:** See Question 10. The work location will be determined by the DIR customer.

78) **Question:** Will Q&A from this chat be documented and released as well?

**Answer:** All questions and answers have been saved and published in this Addendum 2.

79) **Question:** Can the questions be answered before the 24th so that we can decide where to go after this before that?

**Answer:** See question 78.

80) **Question:** Will you publish attendees and contact information to this event, either in person or webinar?

**Answer:** The pre-bid conference attendee list for webinar attendees and in-person registrants have been published in this Addendum 2.

81) **Question:** If selected as a vendor, our firm had planned to self-perform all services identified in our scope, are we required to sub 26% of the work to a HUB or attempt to sub this work under Method B of the HSP? We are not classified as a HUB.

**Answer:** No. Vendors are not required to subcontract, but must complete the form. If Self-Performing vendors will only complete Section 1, 2, 3, and 4.

82) **Question:** Regarding RFO Section 4.7.1 - Mandatory Response Contents, if we support deployment of open-source software, do we have to submit signed letter(s) from the manufacturer/publisher or software license agreements and/or service agreements? Could submitting a copy of the open-source license suffice? Thank you.

**Answer:** Vendors must submit a letter from the manufacturer/publisher that they are an authorized reseller.

83) **Question:** Can we get a list of DIR customers?

**Answer:** Yes, current DIR contract holders can contact their specific DIR contract manager. Vendors awarded contracts under this RFO will receive a DIR customer contact list.





## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 2

84) **Question:** After award, can vendors add products to their contract?

**Answer:** See Bid Package 8 – Section 3 – Product and Services Offerings.

85) **Question:** What is the recommendation of DIR for vendors who may also be on other DIR contracts that cover GIS software products and services?

**Answers:** This question is not clear.

86) **Question:** Our pricing is based on MSRP given to us by the original manufacturer. We cannot discount. What does DIR advise and how will our response be evaluated?

**Answer:** Responses will be evaluated in accordance with Bid Package 1 – Section 5 – Evaluations, Negotiations and Award.

87) **Question:** Can the delete button be moved away from the submit button!!?

**Answer:** Not at this time.

88) **Question:** If the vendor reference form is being sent by BidStamp, how do we fill in the portion of the form that is stipulated for the Vendor to fill out?

**Answer:** Vendor name can only be filled out in the emailed form.

89) **Question:** Are we to send vendor reference forms directly to our references for them to complete?

**Answer:** Yes. The Reference Forms should be sent through either VIS or email.

90) **Question:** Section 3.1.1.3 mentions that the spreadsheet has a "BidStamp Brand Average Sample" tab, but I did not see that in the provided spreadsheet. Is there a missing tab or is the name incorrect?

**Answer:** The Bid Package 2 has been updated as part of this Addendum 2.

91) **Question:** Related to the vendor references, we fill out the vendor reference forms in Word, then upload them to BidStamp, enter the e-mail address of the reference in BidStamp, and then BidStamp "sends" it to the reference for them to complete, correct?

**Answer:** See Bid Package 4 - Reference Form for instructions on how the form should be submitted.

92) **Question:** There was a slide that was skipped in the discussion about the pricing submission requirements. It looked like it said something about being disqualified if out of scope services were bid, but it went by too quickly for me to be sure. Will that slide be covered in the pre-bid



## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

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meeting? And/or will the slides themselves be provided to bidders in an addendum? Alternatively, will a bidder be disqualified if we bid a service/product not specified in the scope of the RFO?

**Answer:** Pre-bid Presentation slides have been attached to this Addendum 2. See Slide 29 of the pre-bid conference presentation.

- 93) **Question:** It was previously stated we could send our HUB Subcontracting items to Theresa Williamson to review prior to submission, however it states in the RFO we should only contact Carrie Thomas. Can you please clarify?

**Answer:** Lynn Hodde and Theresa Williamson can be contacted questions on HUB forms only. All other solicitation related questions must be directed to Carrie Thomas at [carrie.thomas@dir.texas.gov](mailto:carrie.thomas@dir.texas.gov).

- 94) **Question:** Post contract award, are participating DIR organizations allowed to purchase outside of this contract vehicle?

**Answer:** Texas State agencies are required to follow the [State of Texas Procurement and Contract Management Guide](#).

- 95) **Question:** Please review the pricing requirements, especially related to pricing for hardware and software products.

**Answer:** See Addendum 2 Item 1.1.

- 96) **Question:** Is the 26% HUB goal, a percentage of subcontracted dollars? or percentage of the entire contract value?

**Answer:** It is the percentage of the entire contract.

- 97) **Question:** Can they speak with Jeff Kline?

**Answer:** Jeff Kline can be contacted just for Accessibility forms only. All other solicitation related questions must be directed to Carrie Thomas, [carrie.thomas@dir.texas.gov](mailto:carrie.thomas@dir.texas.gov)

- 98) **Question:** Which parts, if any will become Public record? Specially, if a vendor is chosen or not chosen, will pricing sheets and discounts become publicly available?

**Answer:** Any and all response documents are subject to Public Information Act Open Records Requests.

- 99) **Question:** Does the Vendor get a notification or confirmation when a Reference is returned so we know when we have met that requirement?

**Answer:** No. It would be Vendor's responsibility to follow up with the references. Please refer to RFO Bid Package 1, section 4.7.2 for details.





## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

##### Addendum 2

100) **Question:** Can you elaborate on the required "Monthly Sales Reports"? What information is required if you are chosen as a Vendor? Is there a required format?

**Answer:** More information on the Monthly Sales Reports can be found at:

<https://dir.texas.gov/View-Information-For-Vendors/Pages/Content.aspx?id=26>

101) **Question:** Will a recording of this webinar be made available?

**Answer:** No.

102) **Question:** Can DIR customers purchase GIS software, hardware and services outside of this contract process?

**Answer:** See Question 94.

#### 3. PRE-BID CONFERENCE PRESENTATION SLIDES

Please see the following pages.

#### 4. PRE-BID CONFERENCE SIGN-IN SHEET & WEBINAR ATTENDEES LIST

Please see the following pages.

#### 5. Revised Bid Package 1 – Exhibit A

Please see attached.

#### 6. Revised Bid Package 2 – Price Sheet

Please see attached.

#### 7. Revised Bid Package 4 – Reference Form

Please see attached.

**Geographic Information Systems (GIS) Hardware, Software,  
and Services and Information Technology (IT) Based Surveying  
Hardware, Software and Related Services**

**Request for Offer DIR-CPO-TMP-444**

Vendor Optional Pre-Bid Conference

Tuesday, January 7, 2020

10:00 AM (CT)



Texas Department of Information Resources



# Introduction



<b>Pete Casals, DIR</b>
<b>Contract Manager</b> Chief Procurement Office

<b>Stephanie Harrison, DIR</b>
<b>Contract Manager/ Team Lead</b> Chief Procurement Office

<b>Lynn Hodde and Theresa Williamson, DIR</b>
<b>HUB Coordinators</b> Chief Procurement Office

<b>Colleen Berkley, DIR</b>
<b>Director, Procurement Office</b> Chief Procurement Office

<b>Jeff Kline, DIR</b>
<b>Program Director</b> Statewide EIR Accessibility

<b>Ray Infante, DIR</b>
<b>Contract Manager</b> Chief Procurement Office

# Agenda



- Request for Offer (RFO)
  - RFO Overview
  - RFO Scope
  - RFO Contents
  - Term of Contracts
  - RFO Schedule
  - Evaluation Criteria
- General Information
- BidStamp Vendor Information System Portal (VIS) Overview
- Mandatory Submissions
- Break
- Questions
- Conference Closing

# RFO Overview



- The purpose of this Request for Offer (RFO) is to solicit responses from potential Vendors to provide Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services to the State of Texas, acting by and through the Department of Information Resources (DIR).
- DIR may make multiple awards from this RFO.



# RFO Scope



## Section 3. Scope

DIR intends to contract to provide Geographic Information Systems (GIS) and Information Technology (IT) Based Surveying products and services, including but not limited to:

- GIS Software Products, including programs used to generate, store, analyze, manipulate and display GIS information as well as operate GIS hardware;
- GIS Hardware Products, including devices for collecting, storing and managing GIS data;
- Geospatial Products, such as the outputs of GIS software and hardware, including maps, data, and images; and
- GIS Services, which includes the management and development of GIS solutions.



## **RFO Scope, cont.**



- IT based surveying hardware, software and related services
- GPS surveying equipment
- Robotic survey equipment
- IT Based surveying instruments and kits
- Total Stations

# RFO Scope, cont.



## A. GIS HARDWARE PRODUCTS

1. GIS data collectors, including Global Navigation Satellite System (GNSS) enabled units running GIS software.
  - i. Handhelds
  - ii. Tablets
  - iii. Smart Antennas
  - iv. Imaging Devices
    - a. Unmanned Aircraft Systems (UAS)/Drones
    - b. Land vehicle mounted
    - c. Water based vehicle mounted
    - d. Pole cameras
2. 3D Laser Scanners
3. 3D Displays/Monitors
4. Subsurface scanners
5. Real-time kinematic and post-process kinematic global positioning systems and sensors (RTK-GPS) for positional data collection

# RFO Scope, cont.



## A. GIS SOFTWARE PRODUCTS:

1. Software for office use
2. Software for field use
3. Indoor location tracking and wayfinding inside of buildings
4. Data collection, maintenance, visualization, analysis and sharing
5. Data processing software
  - i. Geospatial Artificial Intelligence (AI)
    - a. Analysis
    - b. Computer vision
    - c. Change detection
6. Database management system (DBMS) software
7. Software for geographic query, analysis, and visualization
8. Building Information Modeling (BIM) and Computer-aided Design (CAD) integration

9. Graphical user interfaces (GUIs)
10. Multiple GIS platforms integration
11. Web based applications to connect users to GIS information
12. Collaboration, community, and stakeholder engagement
13. Leveraging of Artificial Intelligence (AI), Internet of Things (IoT) technologies, and Deep Learning for GIS applications
14. 3D GIS Modeling
15. 4D GIS Modeling (3D geospatial + time component)
16. Cloud applications



# RFO Scope, cont.



## A. GIS SERVICES

1. Maintenance and support services for GIS hardware and software
2. Training, education and knowledge base transfer for GIS hardware and software
3. Data subscription services
4. Data analysis and reporting
5. Data needs/optimization assessment
6. Data Creation (digitization)
7. Database Management
8. Artificial Intelligence application development for GIS user interfaces, process automation and machine learning applications
9. Geometric networks (modeling common networks and infrastructures, such as pipelines and electrical lines)
10. Topological, hydrological and cartographic modeling
11. Photogrammetry (measuring through use of photographs)
12. Hydrographic Surveying
13. Bathymetric Surveying
14. Feature Extraction and Derivative Data Creation
  - i. Map overlay creation (2D, 3D, and 4D), such as property parcels, facilities, utilities, corridors, and other governmental boundaries and public infrastructure
  - ii. Planimetric mapping (manmade and natural features, such as roads, lakes, and buildings)
  - iii. Vegetation Rasters and Vectors
15. Geostatistics
16. GIS application development
17. GIS assessment, health check
18. Development of web-based interfaces

19. Imagery as a service
20. LiDAR processing
  - i. Indoors
  - ii. Outdoors
  - iii. 2D
  - iv. 3D
  - v. 4D (3D geospatial + time component)
21. LiDAR data classification
22. PhoDAR mapping
23. Data Conversion
  - i. CAD to GIS
  - ii. ETL (Extract Transform Load)
  - iii. Coordinate System (Projections) transformation
  - iv. Formatting
24. Geocoding and reverse geocoding
25. Web base application development
26. Global Position Services
27. 3D Point clouds
28. GIS Managed Cloud Services
29. Web Mapping Services
30. IT systems and GIS integration
31. GIS training, education, and knowledge base transfer
32. Aerial imagery Interpretation
33. Field data collection
34. Georeferencing
35. Change detection
36. Direct-downlink and delivery services, including but not limited to:
  - i. Ground to mobile ground terminals
  - ii. Direct access service
  - iii. Direct to cell phones, ships and aircraft



# RFO Scope, cont.



## A. GEOSPATIAL PRODUCTS

1. Datasets
  - i. Spatial Datasets
  - ii. Aspatial Datasets (non-spatial data that can be associated to geographic locations, such as demographic, socioeconomic, business, and other such data)
  - iii. Datasets of governmental boundaries and public infrastructure
  - iv. Land parcel datasets
  - v. Address locator datasets
  - vi. Socioeconomic and demographic datasets
2. Imagery obtained using land or water-based vehicles
3. Satellite Imagery
  - i. Archive
  - ii. Tasking
4. Orthoimagery
  - i. Acquisition and Processing
    - a. Manned aerial platform
    - b. Unmanned Aircraft Systems (UAS)/Drones
5. Oblique Imagery, Historical Imagery and Maps

6. Georeferenced spatial datasets
7. Lidar data
  - i. Acquisition and Processing
    - a. Manned aerial platforms
    - b. Unmanned Aircraft Systems (UAS)/Drones
8. PhoDAR data
9. 2D, 3D and 4D models
10. Other sensor data, including but not limited to:
  - i. Electro-optical
  - ii. Synthetic aperture radar
  - iii. Hyperspectral
  - iv. Geomagnetic field
  - v. gravity field
  - vi. sonar
  - vii. other emerging sensor technologies

# RFO Scope, cont.



## A. IT Based Surveying Hardware, Software and Related Services

1. Surveying robots
2. Global Positioning System (GPS) surveying equipment and systems
3. Digital measuring equipment
4. Surveying instruments and kits
5. Total survey stations
6. Surveying services related to the support of the hardware and software

## **RFO Scope, cont.**



- Vendors are encouraged to bid any or all or any combination of the products or product categories listed above in their proposals.
- Manufacturer Letters of Authorization are required for Resellers



# RFO Scope, cont.



## Section 3.4 TX Natural Resources Information System (TNRIS) Coordination Requirements

- All DIR vendors must comply with Texas Administrative Code Chapter 205 Geographic Information Standards
- For Geospatial Products (i.e. outputs of GIS hardware, software and services, such as datasets, lidar, and imagery), Customers shall first contact the TNRIS Strategic Mapping Program at [StratMap@twdb.texas.gov](mailto:StratMap@twdb.texas.gov) before submitting a statement of work, obtaining quotes or issuing Purchase Orders to DIR Vendors.
- Customers that procure a public domain dataset (Geospatial Products that do not require a license) must make the dataset available to TNRIS, which will make the datasets available to other agencies, institutions of higher education, and the public.
- All non-proprietary geographic datasets must be made available in at least one digital format that is recognized by the most commonly used geographic information systems. This does not preclude Customers from obtaining geographic datasets in other data formats. TNRIS should be consulted for guidance needed on acceptable dataset formats.



# Term of Contract



## Section 3.7.2 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.

### **NEW!**

The contract will **renew automatically for one two (2) year renewal term and one (1) additional one-year 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.

# Evaluation Criteria



## • RFO Section 5.1 – Evaluation of Responses

- Incomplete response package will be rejected
- The financial review and HSP review are on a pass/fail basis.
  - **Failure to provide a DUNs number may result in your response being disqualified.**
- 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 Contract Marketing and Support Plan – 25%



# RFO Schedule



## • Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
12/20/2019	Publish RFO on Electronic State Business Daily
1/7/2020 10:00 AM (CT)	Optional Vendor Conference
1/15/2020 2:00 PM (CT)	Deadline for submitting questions
1/24/2020 2:00 PM (CT)	Estimated deadline for posting answers to questions on the ESB
2/3/2020 2:00 PM (CT)	Deadline for DIR to receive Vendor references
2/3/2020 2:00 PM (CT)	<b>Deadline for submitting Responses to RFO</b>
2/4/2020- until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution



# RFO Contents



Bid Package 1 – RFO DIR-CPO-TMP-444 (contains Exhibits A, B, C, & D)

Bid Package 2 – Pricing List and Submittal Instructions

Bid Package 3 – Standard Terms and Conditions for Product and Services Contracts

Bid Package 4 – Vendor References

Bid Package 5 – Voluntary Product Accessibility Template (VPAT)

Bid Package 6 – Policy Driven Adoption Assessment (PDAA)

Bid Package 7 – EDGAR Certification Form

Bid Package 8 – Sample Product and Services Contract

Bid Package 9 – Sample Master Lease Agreement

Bid Package 10 – Sample Master Operating Lease Agreement

# Bid Package 1



- **Bid Package 1 – RFO DIR-CPO-TMP-444**

- Vendor Information System (VIS) Portal - BidStamp
- 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.)

# 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.



# 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.**



Texas Department of Information Resources

## 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



## Bid Package 1, Exhibit D – HUB Subcontracting Plan



### The HUB Goal for this RFO is 26%

- **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 26% 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

## **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 Hodde or Theresa Williamson  
512-463-9813 or 512-475-4638

Email: [lynn.hodde@dir.texas.gov](mailto:lynn.hodde@dir.texas.gov)  
[theresa.williamson@dir.texas.gov](mailto:theresa.williamson@dir.texas.gov)

or

[dir.hub@dir.texas.gov](mailto:dir.hub@dir.texas.gov)



# Bid Package 2 – Pricing



- **Vendors must submit pricing on DIR's Automated Pricing Form in the BidStamp VIS for products and related services.**
- Volume Pricing will be submitted in Bid Package 2 Pricing Sheet, and uploaded in BidStamp VIS.
- Bid Stamp – Vendors will need to enter the following items:
  - Product Category or
  - Product Subcategory
  - Brand
  - Product Description
  - Service Description
  - Service Category

# Bid Package 2 – Pricing



- Product Part Number
- Manufacturer
- MSRP/List Price
- Discount off MSRP/List Price
  - For the purposes of this RFO, the following definitions will apply:
    - **List Price:** the price at which a product is usually sold to the public and from which a trade discount is computed by a prime Vendor that is an authorized reseller for a manufacturer.
    - **MSRP:** the price of a product which the manufacturer recommends that the reseller sell the product. The intention of the MSRP is to help standardize prices among authorized resellers.

# Bid Package 2 – Pricing



Vendor must also upload Itemized Price Sheet (Bid Package 2) in BidStamp VIS (“RFO Response Documents” area)

- Itemized Price Sheet (Bid Package 2): The detailed products and/or services offerings shall be provided on Bid Package 2 and shall be uploaded in the BidStamp VIS. *Do not make any changes to the format of the spreadsheet.* Vendors may add additional tabs for each proposed brand. Discounts entered in Bid Package 2 must match the discounts entered in the Automated Pricing Form. DIR may disqualify brand(s) proposed if a discrepancy is found.



# Bid Package 2 – Pricing



**Complete Catalog:** Vendors are highly encouraged to submit the entire catalog of manufacture technology offerings within scope of this RFO. Vendors should provide all detailed products and pricing in Bid Package 2, Itemized Price Sheet.

**Vendors, at DIR's discretion, that propose excessive amounts of products/services that are not within the scope of this RFO may be determined to be non-responsive to the RFO and disqualified from further consideration in the solicitation process.**

# 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 EXCEL spreadsheet as a PDF and enter it into Bid Stamp.

# Bid Package 3



- Bid Package 3 – Standard Terms and Conditions for Products and Services Contracts
- Bid Package 8 – Sample Contract for Products and 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 1, Exhibit A, Question 11.**



# Bid Package 4 – Vendor Reference Questionnaire



## Bid Package 4 - 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 on the form.
- 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 February 3, 2020, 2:00 PM (CT) 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.**

# 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.**

This RFO includes the following EIR accessibility related forms:

- **Voluntary Product Accessibility Template (VPAT) – Bid Package 5**
  - Required for all COTS products that contain ANY user interface
  - Referred to an Accessibility Conformance Report (ACR) once completed
- **Vendor Accessibility Development Services Questionnaire (VADSQ) – Bid Package 5**
  - Required for all vendors proposing Non-COTS and services (i.e. development, configuration, implementation, etc.)
- **Policy Driven Adoption for Accessibility (PDAA) – Bid Package 6**
  - Required for all responding vendor companies only (not needed from mfrs it represents)



# Voluntary Product Accessibility Templates (VPATs) – Bid Package 5



## VPATs / ACRs (when completed by mfr)

- 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](#).
  - Completion instructions included in template
  - manufacturer-generated and product / product family specific
- Completed by individuals with relevant knowledge of the product accessibility.
- Based on accessibility testing results and supported by documentation (on request).
- Must be accurate; inaccurate claims of compliance could generate end user complaints under the Americans with Disabilities Act.



# **Vendor Accessibility Development Services Information Request - Bid Package 5**



**Vendors should complete this form if response includes one or more of the following offering types:**

- Website development services
- Web Application Development Services
- Custom development services as part of an integrated solution.
- Client based software application development services
- Other software development services containing one or more user interfaces (end user, admin, etc.)

# Vendor Accessibility Policy Assessment Form - Bid Package 6



## 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/PDAA%20Maturity%20Matrix.pptx>
- **Additional Information**  
<http://dir.texas.gov/View-Resources/Pages/Content.aspx?id=39#Procurement>

**Jeff Kline**  
**Program Director**  
**Statewide Electronic and Information Resources (EIR)**  
**Accessibility**

**Email: [jeff.kline@dir.texas.gov](mailto:jeff.kline@dir.texas.gov)**



# 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 15, 2020.

# General Information (continued)



## • Disqualification of Offers

- Failure to sign Vendor Information Form (Exhibit A)
- Failure to complete Financial Information (DUNS Number)
- Failure to complete a 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.

## **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 – [carrie.thomas@dir.texas.gov](mailto:carrie.thomas@dir.texas.gov)

## Contacts for the following related topics:

Vendor Information Systems (VIS) Portal - BidStamp: Joan Scott – [joan.scott@dir.texas.gov](mailto:joan.scott@dir.texas.gov)

HUB Subcontracting Plan: Lynn Hodde – [dir.hub@dir.texas.gov](mailto:dir.hub@dir.texas.gov)

Statewide Electronic and Information Resources (EIR) Accessibility: Jeff Kline – [jeff.kline@dir.texas.gov](mailto:jeff.kline@dir.texas.gov)

# 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 \$6 billion for fiscal years FY2017 – FY2019. See Bid Package 1, Section 1.2.5, Historical Sales.
- The volume of products sold through the current GIS contracts (21 contracts awarded) is **\$28,280,886**.
- The volume of products sold through the current Land Surveying contracts (7 contracts awarded) is **\$8,101,301**.



# 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.



# Bid Submittal



- 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**

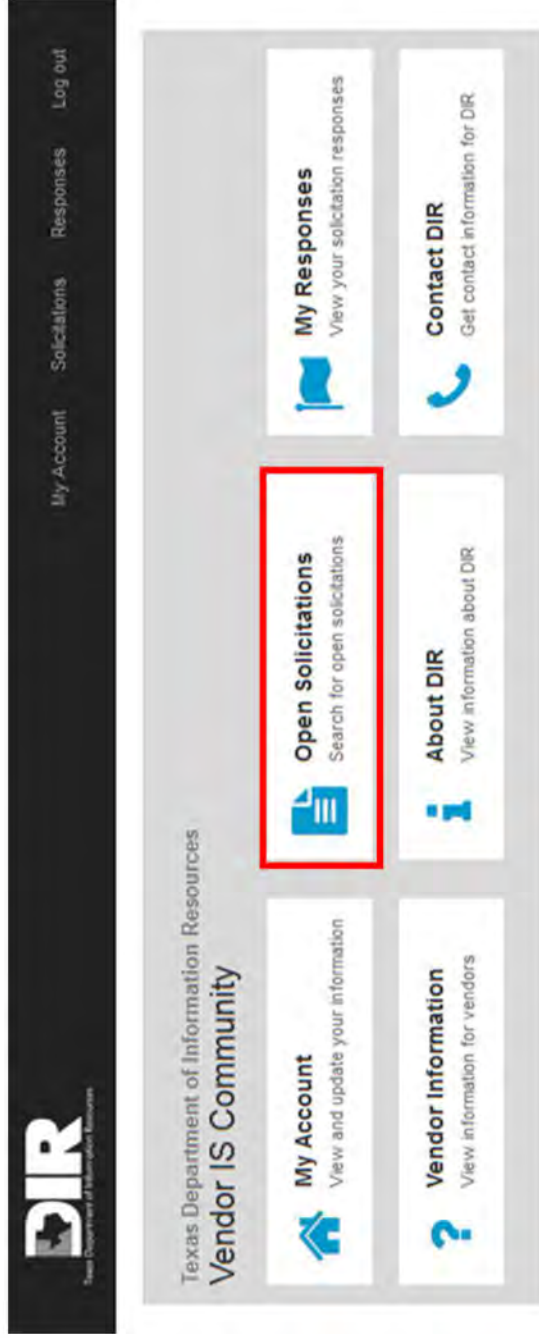


- Persons with disabilities who seek accommodation, under the Americans with Disabilities Act (ADA), in responding to this solicitation may contact DIR at the point of contact in section 4.1 of this solicitation. Please allow at least five business days for response.

# 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



To create a new response:

- 1. Log in to the VIS portal and select the “Open Solicitations” tile
- 2. Click on the “RFO Number” (DIR-CPO-TMP-440) of the solicitation you want to respond to
- 3. You will be navigated to the “RFO Number” detail page

[My Account](#)[Solicitations](#)[Responses](#)[Log out](#)

## All Open Solicitations

Filter

RFO Number *	RFO Description	Solicitation Status	Phase	Type	Date/Time Respo...	Question Submi...
DIR-TSO-TMP-266	testMadan	Posted	RFI - Posted	Cooperative	5/24/2017 9:18 AM	4/30/2017 9:18 AM
DIR-TSO-TMP-267	test	Posted	Posting	Cooperative	11/8/2017 9:49 AM	1/9/2017 6:13 AM
DIR-TSO-TMP-293	Request for Widg...	Posted	Posting	Cooperative	3/31/2017 10:24 AM	3/15/2017 9:52 PM
DIR-TSO-TMP-295	Test RFO Title	Draft	Posting	Cooperative	3/31/2017 2:11 PM	3/13/2017 2:13 PM
DIR-TSO-TMP-296	Dell-branded Prod...	Posted	Posting	Cooperative	4/30/2017 1:47 PM	3/17/2017 10:01 AM
DIR-TSO-TMP-297	RFO		Posting	Cooperative	3/15/2018 6:32 AM	

# Creating a New Response, cont.



My Account   Solicitations   Responses   Log out

RFO Number  
DIR-TSO-TMP-473

RFO Number Detail				Respond To Solicitation	Ask A Question	Subscribe to Solicitation	View Solicitation Documents
Actual Start Date Posting	5/15/2017	Vendor Conference Date	5/25/2017 2:00 PM				
Question Submission Deadline Date	5/31/2017 2:00 PM	RFO Answers to Questions Deadline Date	6/7/2017 5:00 PM				
Date/Time Responses Due	6/15/2018 2:00 PM	Actual Start Date Evaluation	6/16/2017				

New Fields		Type	
Solicitation Status	Posted	Cooperative	

RFO Questions

No records to display

This page will display important deadlines for the solicitation and list any questions Vendor has submitted.

Buttons discussed on the next slide. ➡



# 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.





# 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)**
- 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)
- Signed Letter(s) from Manufacturer/Publisher
- Software License Agreements and/or Service Agreements
- Policy Driven Adoption Assessment (PDAA) – Bid Package 6

- **Any addendum requirements – check the ESBID for these; Vendors do not receive notice**



# Questions



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



# Reminder



- Questions answered today are unofficial until posted on the EBSD in the form of an Addendum.
- Any changes or additional information regarding this RFO will be posted as an addendum to requisition number DIR-CPO-TMP-444 on the Electronic State Business Daily, <http://www.txsmartbuy.com/sp/DIR-CPO-TMP-444>
- It is the responsibility of Vendors to monitor the EBSD web site for addenda.

# RFO Schedule



## • Section 4.3.1 Anticipated Schedule:

Date/Time	Activity
12/20/2019	Publish RFO on Electronic State Business Daily
1/7/2020 10:00 AM (CT)	Optional Vendor Conference
1/15/2020 2:00 PM (CT)	Deadline for submitting questions
1/24/2020 2:00 PM (CT)	Estimated deadline for posting answers to questions on the ESB
2/3/2020 2:00 PM (CT)	Deadline for DIR to receive Vendor references
2/3/2020 2:00 PM (CT)	<b>Deadline for submitting Responses to RFO</b>
2/4/2020- until completed	Evaluation of responses, oral presentations (if requested) negotiation and contract execution

# Conference Closing



- All questions, inquiries must be directed to Carrie Thomas

**Carrie Thomas**

**Phone:** 512-936-2353

**Fax:** 512-936-6896

**Email:** [carrie.thomas@dir.texas.gov](mailto:carrie.thomas@dir.texas.gov)

Thank you for attending today's Webinar!



Texas Department of Information Resources  
Request for Offer: DIR-CPO-TMP-444  
Vendor Conference Sign-in Sheet  
January 7, 2020 / 10:00 A.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Ed Turner	Sandex	ed@Sandex.com	NO
Parish Pate	Tessellations Inc	garshpate@tessellations.com	Yes
Beni Pate	Tessellations Inc	beni@tessellations.com	Yes
Verladyne Williams	ICT / TeachMeGIS	verladyne.williams@teachmeGIS.com	yes
Jennifer Harrison	ICT / TeachMeGIS	Jennifer.Harrison@teachmeGIS.com	yes
Ed Copeland	Woolpert	ed.copeland@woolpert.com	NO
Gary Thomas	TURIS/TWDB	Gary.Thomas@twdb.texas.gov	-
Chris Chalmers	Atlantic	chris.chalmers@atlantic.net	NO
Traci Truax	gsri	ttruax@gsri.com	NO
Rosney Cox	AeroGraphics	rosney@aerographics.com	NO
Brian McPherson	Hall Associates, Inc.	brianm@hallassoc.com	NO

Texas Department of Information Resources  
Request for Offer: DIR-CPO-TMP-444  
Vendor Conference Sign-in Sheet  
January 7, 2020 / 10:00 A.M. (CT)

PLEASE PRINT LEGIBLY

REPRESENTATIVE	COMPANY NAME	E-MAIL ADDRESS	HUB STATUS
Felicia D. Retiz	TNRIS / TWDB	felicia.retiz@twdb.texas.gov	
Gayle Mullins	TNRIS / TWDB	gayle.mullins@twdb.texas.gov	N/A
STACY NIGHT	NTT DATA	STACY.NIGHT@NTTDATA.COM	NO
CHRIS FRIEL	MICHAEL BAKER INTERNATIONAL	chris.friel@mbakerintl.com	
Therds Brown	HDIZ	Therds.Brown@HDIZ.com	NO
Budget nigrette	Sanborn	bnrncotte@sanborn.com	NO
Kristi Tefk	AECOM	kristi.tefk@aecom.com	NO

DIR-CPO-TMP-444

Pre-bid conference attendee list - Webinar

<b>Last Name</b>	<b>First Name</b>	<b>Email Address</b>
Beall	Laci	Laci@sss-inc.com
Boyer	Chuck	cboyer@aerialservicesinc.com
Chalmers	Chris	chris.chalmers@atlantic.tech
Clevenger	Sherrie	sclevenger@corelogic.com
Doud	Bernie	bdoud@aero-graphics.com
Dufour	Daniel	daniel@geosurge.io
Fleming	Parker	pfleming@spartnerships.com
Fox	Kelvin	kelvin.fox@cgi.com
Francis	Casey	cfrancis@aero-graphics.com
Gooding	Craig	cgooding@continentalmapping.com
Griffiths	Gary	garygriffiths@cartegraph.com
Gurican	Mike	mike.gurican@planet.com
Hanson	Robert	robert.hanson@wginc.com
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Laughery	Adam	alaughery@corelogic.com
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RILEY	BOBBY	BOBBY.RILEY@AECOM.COM
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Ruenzi	Christian	cruenzi@continentalmapping.com
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Sari	Alina	alina.sari@planet.com
Schuman	William	william.schuman@rizing.com
Shannon	Tripp	tripp.shannon@droneup.com



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Akin	Chris	cakin@dunawayassociates.com
Copeland	Edward	Ed.copeland@woolpert.com
Flynn	Beth	bflynn@appgeo.com
Hinton	Curtis	chinton@geotg.com
Night	Stacy	stacy.night@nttdata.com
Patel	Paresh	paresh.patel@tessellations.us
Teykl	Kristi	kristi.teykl@aecom.com



## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 3

This addendum to Request for Offer (RFO) DIR-CPO-TMP-444 contains:

#### 1. Modifications to RFO

##### 1. Bid Package 1, Request for Offer, Section 3.1.1 Pricing is amended to the following:

##### 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-CPO-TMP-444. All products for Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services may be made available through a Contract.

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.

1. **Automated Pricing Sheet in BidStamp VIS portal:** Vendors must offer only one discount for each Product Category listed. The discount for each product category will be applied to all products within the product category to determine the net DIR Customer price. The price to the DIR Customer shall include all shipping and handling fees. Vendor shall only enter in products. Do not enter product related services in this Automated Pricing Sheet. Do not enter services only in this Automated Pricing Sheet.

The Automated Pricing Sheet BidStamp fields include:

- **Product Category** (Item description) Example: GIS Hardware
- **Product Sub-Category** (Product type) Example: 3D displays
- **Brand Example:** Trimble, Esri, etc. NOTE: **Brand name must be submitted as spelled in the general marketplace.** (Example: HoverCam is correct. Hover Cam is incorrect)
- **Product Description:** if line item is a service enter N/A
- **Product Part Number:** if providing detailed line item provide a product or service number, if not, enter N/A
- **Manufacturer:** check if vendor is the manufacturer
- **Reseller:** check if vendor is an authorized reseller of the line item
- **MSRP:** provide MSRP or List if providing detailed line item or N/A if offering brand discount
- **Discount off MSRP:** provide discount for detailed line item. Provide average discount for each brand.



## **Department of Information Resources**

### **Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services**

#### **Request for Offer DIR-CPO-TMP-444**

##### **Addendum 3**

2. Pricing Sheet/Bid Package 2 Excel Spreadsheet – In addition to entering pricing information on DIR's vendor pricing form in BidStamp VIS, vendor must also upload proposed catalog (Tab 2 of Bid Package 2) of products/services/solutions with pricing and discounts that vendor is proposing on this RFO. Vendors shall enter brand product details in Tab 2 of this spreadsheet. Vendor must offer only one price for each product listed.

For services only, enter service details/information in Tab 3. For Unit of Issue (Column E), enter description of measurement such as hour, day, week or other measurement depending on nature of service provided. Enter discount being offered in Column F. Do not enter anything into Column G as it will automatically calculate DIR customer price.

**IMPORTANT:** The Vendor's discount calculation entered in Bid Package 2 must match the discount entered in the BidStamp pricing sheet. DIR may disqualify brand(s) proposed if a discrepancy is found.





## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 4

This addendum to Request for Offer (RFO) DIR-CPO-TMP-444 contains:

1. Modifications to RFO – extending the due date to **2:00 p.m., February 21, 2020**
2. Modifications to Pre-bid Conference Presentation Slides

#### 1. MODIFICATIONS TO RFO

1. **Bid Package 1, Request for Offer, Section 4.3.1 RFO Schedule is amended to the following:**

##### 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 20, 2019	Publish RFO on Electronic State Business Daily (ESBD)
January 7, 2020 10:00am (CT)	Optional Vendor Conference
January 15, 2020 02:00pm (CT)	Deadline for submitting questions
January 24, 2020 02:00pm (CT)	Estimated date for posting answers to questions on the ESBD
February 21, 2020 02:00pm (CT)	Deadline for DIR to receive Vendor references
<b>February 21, 2020 02:00pm (CT)</b>	<b>Deadline for submitting responses to RFO</b>
February 24, 2020 – until completed	Evaluation of responses, oral presentations (if requested), negotiation and contract execution

#### 2. Modifications to Pre-bid Conference Presentation Slides

1. **Slide 41, General Information (continued) is amended to the following:**

**Contact for inquiries regarding this RFO**

Carrie Thomas – [carrie.thomas@dir.texas.gov](mailto:carrie.thomas@dir.texas.gov)



## Department of Information Resources

### Geographic Information Systems (GIS) Hardware, Software, and Services and Information Technology (IT) Based Surveying Hardware, Software and Related Services

#### Request for Offer DIR-CPO-TMP-444

#### Addendum 4

**Contact for the following related topics:**

Vendor Information System (VIS) Portal – BidStamp:

Stephanie Harrison –Ph: (512) 436-3290 or Email: [stephanie.harrison@dir.texas.gov](mailto:stephanie.harrison@dir.texas.gov)

HUB Subcontracting Plan:

Lynn Hodde – [dir.hub@dir.texas.gov](mailto:dir.hub@dir.texas.gov)

Statewide Electronic and Information Resources (EIR) Accessibility:

Jeff Kline – [jeff.kline@dir.texas.gov](mailto:jeff.kline@dir.texas.gov)

END

**PUBLIC UTILITY COMMISSION OF TEXAS**

**REQUEST FOR PROPOSALS TO PROVIDE DIGITIZING ELECTRIC  
SERVICE AREA BOUNDARIES IN TEXAS**



**Public Utility Commission of Texas  
William B. Travis Building  
1701 North Congress Avenue  
Austin, Texas 78711**

**Closing Time and Date:  
February 27, 2025  
10:00 a.m., Central Time**

**RFP Number: 473-25-00001  
Project Number: 57563**



## SECTION 1 – INTRODUCTION

The Public Utility Commission of Texas (PUCT) is issuing a Request for Proposals (RFP) for a Digitizing Contractor to perform high-quality georeferencing and digitizing electric service area boundaries from historic scanned county maps in Texas.

The PUCT is simultaneously issuing with this RFP a second RFP for a Quality Assurance and Quality Control (QAQC) Contractor to ensure that the work produced by the Digitizing Contractor is accurate and meets all the requirements of the PUCT. Although Proposers may submit a proposal to both RFPs, a single Proposer may not serve as both the Digitizing and QAQC Contractor. To the extent a Proposer submits a proposal to both RFPs, the Proposer should indicate in the proposal its order of preference should it be selected as either the Digitizing or QAQC Contractor.

## SECTION 2 – DEFINITIONS

As used in this RFP, the following terms have the meanings specified:

- (1) **Business day** means a day other than a: (i) Saturday or Sunday; (ii) national holiday under Texas Government Code § 662.003(a); or (iii) state holiday under Texas Government Code § 662.003(b). Unless described as a ‘**business day**’, a ‘**day**’ means a calendar day.
- (2) **Commission** means the governing body of the PUCT.
- (3) **Contractor** means the person, organization, business entity, or other entity that is selected for the contract contemplated by this RFP.
- (4) **May** means “is authorized to.”
- (5) **Parties** means the PUCT and Contractor. **Party** means the PUCT or Contractor.
- (6) **Proposer** means a person, organization, business entity, or other entity that submits a proposal in response to this RFP.
- (7) **PUCT** means the Public Utility Commission of Texas, an agency of the state of Texas.
- (8) **Services** means any and all services performed and any and all goods and products delivered by Contractor as specified in the Statement of Work.
- (9) **Statement of Work** means the description of goods and services to be provided, as specified in Attachment A of this RFP.
- (10) **Vendor** means a person, organization, business entity, or other entity that has been selected for or entered into a contract with a Texas state agency.
- (11) **Vendor Performance Tracking System** means the system the Texas Comptroller of Public Accounts is required to provide under Section 2262.055, Texas Government Code, for evaluating vendor performance. The Vendor Performance Tracking System is located at: <http://txsmartbuy.com/vpts>.
- (12) **Week** means seven consecutive calendar days.

## SECTION 3 — ELIGIBILITY AND EVALUATION CRITERIA

### **3.A. EEO and HUB Statement**

The PUCT is an equal employment opportunity employer and does not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, veteran status, age, or disability in employment or in the provision of services. This commitment extends to Proposers, Vendors, and their employees as well.

The PUCT encourages Historically Underutilized Businesses (HUBs) to compete for this award.

### **3.B. Minimum Eligibility Requirements**

**3.B.1.** To pass the initial screening criteria, proposals must demonstrate that the Proposer has a minimum of ten years' experience similar to that described in Attachment A, Statement of Work, as it relates to high-quality georeferencing and digitizing services.

An entity or company with fewer than ten years' experience is eligible to submit a proposal if each key member of the proposal team, including subcontractors, has at least ten years' experience.

Additionally, proposals must:

- meet all deadlines set out in this RFP;
- follow the appropriate process for submitting proposals (see Section 5 of this RFP, Required Components and Format);
- include all required components described in this RFP (see Section 5); and
- meet all format requirements set out in this RFP (see Section 5).

Proposers who do not meet these requirements are not eligible for award and will be disqualified.

**3.B.2.** Under Texas law, vendors may be barred from participating in state contracts that are subject to Texas Government Code Chapter 2155, Subchapter B (General Purchasing Requirements, Procedures, and Programs). TEX. GOV'T. CODE § 2155.077. If a Proposer is barred from participating in state contracts, its proposal will be disqualified and will receive no further consideration.

**3.B.3.** The PUCT is required to purchase goods and services that provide the best value to the state. TEX. GOV'T. CODE § 2155.074. To that end, the PUCT will review information in the statewide Vendor Performance Tracking System regarding Proposer's past performance. Any of the following conditions may result in a Proposer being disqualified from consideration for this RFP:

- having a score of less than a "C" in the Vendor Performance Tracking System;
- currently being under a corrective action plan through the Texas Comptroller of Public Accounts;
- having repeated negative Vendor Performance Reports for the same or similar reason; or
- having purchase orders that have been cancelled in the previous 12 months for non-performance (for example, late delivery or failing to meet quality standards).

### **3.C. Evaluation Criteria**

The PUCT will make the selection and award on the basis of the proposal substance and the Proposer's demonstrated knowledge, competence, and qualifications to provide the services

described in Attachment A, Statement of Work. A description of the categories under which each proposal will be judged, and the percentage of weight given to each category, are as follows:

- **Proposal Substance – 40%**
  - Proposal demonstrates a clear understanding of the objectives, as described in Attachment A, Statement of Work.
  - Proposed approach is both thorough and practical.
  - Proposed approach for meeting objectives is desirable.
  - Conditions included in the proposal are acceptable.
- **Competence and Knowledge – 40%**
  - Competence and experience are demonstrated by the qualifications described in the proposal.
  - Management structure is well-suited to the objectives described in Attachment A, Statement of Work.
  - Assigned staffing for prime and subcontractors is desirable to meet the objectives described in Attachment A, Statement of Work.
  - The Proposer has the capacity and financial resources to perform the contract and meet deadlines without delay or interference.
  - The proposal demonstrates the team's qualifications and experience, drawing on lessons learned and best practices.
- **Proposed Compensation – 20%**

### **3.D. Texas Vendor Preference**

All other factors being equal, preference will be given to a Proposer who meets one or more of the following criteria:

- Proposer is incorporated in Texas;
- Proposer's principal place of business is in Texas; or
- Proposer has an established physical presence in Texas.

Proposers who may qualify for the Texas Vendor Preference should provide information establishing the applicable criteria as part of the proposal package.

### **3.E. References**

The PUCT may check references as part of the evaluation process, and reference checks may be conducted at any time between receipt of a proposal and acceptance or rejection of a proposal. Information gained through reference checks can be used as grounds for disqualification of a proposal if the information casts doubt upon the ability of the Proposer to successfully meet the objectives of the RFP. However, any information obtained through a reference check that is discriminatory on the basis of race, color, religion, sex, national origin, sexual orientation, veteran status, age, or disability will not be considered.



## **SECTION 4 — POINT OF CONTACT AND PROCESS**

### **4.A. PUCT Point of Contact**

Jay Stone, CTCM, CTCD, or his designated substitute, is the only permitted PUCT point of contact regarding this RFP. Contact or attempted contact with other PUCT employees, including commissioners and their staffs, may result in a Proposer's immediate disqualification. Proposers will be notified if circumstances require a designated substitute contact for this RFP.

### **4.B. Process for Submitting Proposals**

With the sole exception of the filing required to be filed **CONFIDENTIALLY** in the PUCT's Interchange Filer in Docket Number 57563, as specified in Attachment A, Statement of Work, Proposers must submit their proposals by email to [RFPCorrespondence@puc.texas.gov](mailto:RFPCorrespondence@puc.texas.gov) before the stated closing date and time. Proposals will not be considered if received in the [RFPCorrespondence@puc.texas.gov](mailto:RFPCorrespondence@puc.texas.gov) email inbox after 10:00 am, central time, on February 27, 2025. All required information must be provided at that time. The PUCT will only accept the time and date stamp of the email received in the [RFPCorrespondence@puc.texas.gov](mailto:RFPCorrespondence@puc.texas.gov) inbox as evidence of timely submission. The PUCT is the sole arbiter of timeliness, and technical problems will not be considered good cause for late submission. Supplements will only be allowed if information is requested by the PUCT after the closing date of the RFP. The **CONFIDENTIAL** filing specified in Attachment A, Statement of Work, must be filed in the PUCT's Interchange Filer in Docket Number 57563 by 10:00 am, central time, on February 27, 2025.

Jay Stone, CTCM, CTCD, or his designated substitute will file the sealed proposals confidentially in Project Number 57563 with the PUCT's Central Records Division.

**4.C.1.** Confidential filing is required because this RFP is conducted using a sealed bid process. Confidential filing does not guarantee confidentiality after the RFP has ended and a contract has been executed. Any portion of the proposal considered to be confidential after the RFP has been cancelled or a contract has been awarded (for example, trade secrets) must be marked with the word "**CONFIDENTIAL**" in all-caps and bold on each page considered to contain confidential information.

**4.C.2.** Proposers are advised to seek legal counsel regarding the best way to protect any trade secrets or other proprietary information.

**4.C.3.** For more information about how the PUCT will respond to PIA requests relating to this RFP, please see Section 6.C. of this RFP, Public Information Act Notice.

### **4.D. PUCT's Standard Process for Selecting Vendors**

**4.D.1.** The PUCT will assemble an evaluation team that will begin proposal evaluation as soon as practicable after the submission deadline. Evaluation team members will score each proposal individually based on the factors described under Section 3.C. of this RFP, Evaluation Criteria. Maximum point values will be assigned to each scoring factor according to the percentage of weight given to that factor, and evaluators will assign a point value up to the maximum allowed for each factor. The purchaser will calculate scoring for compensation. The compensation score

will be calculated using the following formula: Compensation Score = (Lowest Price / Price of Response Being Evaluated) x Maximum Number of Available Points for Compensation. Evaluation team members will not have access to compensation information while they are reviewing and scoring the proposals.

**4.D.2.** After individual scoring, the evaluation team will email their scoring sheets to the purchaser. The purchaser will review the individual scoring sheets and compile a summary scoring sheet combining all evaluation team scoring and including the compensation scoring to calculate overall scores.

**4.D.3.** After overall scores are calculated, the evaluation team, with guidance from the purchaser, will then take one of the following actions: recommend selection of a specific Proposer, gather more information before selecting a specific Proposer; or recommend that the RFP be withdrawn or reposted.

**4.D.4.** If the evaluation team needs more information to make a decision, the PUCT may request any of the following from one or more Proposers: additional information or clarification, an oral presentation, or a best and final offer. Additional information, clarification, oral presentations, or best and final offers will be used to re-score proposals, based upon the same criteria used to score the initial proposals, unless different criteria is specified by the purchaser when the additional information is requested.

**4.D.5.** The PUCT may require selected Proposers to participate in conference calls, attend meetings in Austin, Texas, give presentations, or participate in all of these activities to provide additional information about their proposals. Any cost associated with any such call, meeting, or presentation will be borne solely by the Proposer.

**4.D.6.** If clarification, presentations, or best and final offers are requested, the evaluation team may request the clarification, presentations, or best and final offers from the top-ranked Proposer or Proposers only, or all of the Proposers, at the discretion of the evaluation team.

**4.D.7.** Final recommendations will be presented to the Executive Director of the PUCT. The Executive Director may do one of the following: approve the recommended selection in whole or in part; disapprove the recommendation; or defer action on the selection.

**4.D.8.** The PUCT will begin contract negotiations shortly after the Executive Director approves a recommendation to select a specific Proposer. The PUCT may negotiate all portions of any proposal, including, but not limited to: the proposed fee, a final schedule for performance to be incorporated into the contract, and any terms of the contract.

**4.D.9.** The PUCT will notify each Proposer of the final action taken upon execution of the contract with the selected Proposer.

**4.D.10.** No questions about the status of the proposals will be answered while proposals are under evaluation.

**4.D.11.** The PUCT may reject any and all proposals, amend this RFP, or cancel this RFP at any time. After the proposal due date, the PUCT will only notify Proposers who submitted a proposal prior to the proposal submission deadline of amendments to the RFP.

## **SECTION 5 – REQUIRED COMPONENTS AND FORMAT**

### **5.A. Components**

Proposals must include all required attachments and certifications. The PUCT will not accept attachments or certifications submitted after the proposal deadline. Proposals that do not include all required information will be considered non-responsive and will be disqualified.

Proposals must include the contents described in 5.A.1 through 5.A.10 with each section clearly defined on a table of contents page.

#### **5.A.1. Statement of the Requirements**

In this section, each Proposer must succinctly state its understanding of the RFP's requirements and describe how it would perform the tasks described in Attachment A, Statement of Work.

#### **5.A.2. Competence and Knowledge**

Each Proposer must provide a detailed work plan to demonstrate how it intends to fulfil the requirements identified in Attachment A, Statement of Work. The proposal must include an organizational chart identifying functions and reporting relationships of the personnel who will be assigned to this work. The Proposer should also describe any prior experience Proposer's organization has in providing similar services.

#### **5.A.3. Qualifications**

For each person a Proposer identifies to perform the work described in this RFP, the Proposer must provide a detailed resume that describes the services they would perform, their qualifications, and their experience.

#### **5.A.4. Compensation**

Each Proposer must propose pricing to provide the services identified in Attachment A, Statement of Work.

Compensation for the services identified in Attachment A, Statement of Work, may be proposed as a firm fixed price, cost per image, or an hourly rate. The proposal must include detailed information that establishes the bases for the price proposed. The proposal must identify the Proposer's regularly charged rates (firm fixed price, cost per image, or hourly rate) and identify the Texas Department of Information Resources (DIR) discounted rate and if there are any price breaks based upon the number of image scans.

Unless otherwise approved in writing by the PUCT, payments will be made based upon the invoicing and payment terms of the resulting contract. The PUCT will not reimburse any out-of-pocket expenses or expenses not contemplated at the time of contract execution.

Proposer must demonstrate how elements of the price correspond to elements of the proposed work plan.

#### **5.A.5. References**

Each Proposer must provide at least three references. Proposers must include a phone number and email address for each reference.



The PUCT prefers references from clients for whom the Proposer has performed similar work, including other state commissions or boards.

Proposers must not use the PUCT or any individuals employed by the PUCT as a reference.

#### **5.A.6. Conflicts Statement**

Proposers must be neutral and impartial, must not be an entity that has a specific interest in the PUCT's regulation, and must not have a direct financial interest in the provision of electric, telephone, water, or sewer service in the state of Texas.

Proposers having a conflict of interest, as determined by the PUCT, will not be eligible for contract award. Proposers may also be disqualified if there are facts that would create an appearance of impropriety, even if no actual conflict exists.

The PUCT will determine whether a conflict of interest or an appearance of impropriety exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. The PUCT is the sole arbiter of whether a conflict or an appearance of impropriety exists.

The requirements for the conflicts statement are as follows:

- It must be **signed and notarized** by the highest-ranking officer of Proposer's entity having responsibility for vetting corporate conflicts of interest.
- It must identify any personal or business relationships of Proposers, including all employees and subcontractors of Proposers with any electric, telecommunications, water, or sewer utility or any utility affiliate operating in Texas or any entity having a pending application at the PUCT to enter the Texas retail electric market, telecommunications market, water utility market, or sewer utility market, and any entity likely to have a direct interest in this RFP. It must identify the extent, nature, and time aspects of those relationships.
- If a Proposer does not have any known or potential conflict of interest or appearance of impropriety, the conflicts statement must include a statement that there is no known or potential conflict of interest or appearance of impropriety. Failure to provide either a statement describing potential conflicts of interest or appearances of impropriety or a statement that no potential conflict or appearance of impropriety exists will automatically disqualify the Proposer.
- The conflicts statement must address how the Proposer intends to address any known conflicts of interest or appearance of impropriety.
- The conflicts statement must address how the Proposer intends to ensure that no interest may arise as a result of its activities or those of its parent, affiliate, or other related entity that will conflict with the Proposer's duty should it be selected to provide the services described in Attachment A, Statement of Work.
- The conflicts statement must identify a Proposer's lobbyists who are registered or required to register with the Texas Ethics Commission and their compensation. The conflicts statement must also describe any involvement the Proposer's lobbyists will have in

connection with this engagement or electric utility, telecommunication utility, water utility, or sewer utility legislation or policy.

- The conflicts statement must identify any owner, executive, board member, employee, or subcontractor of Proposer who has been employed by the PUCT or another state agency in Texas fewer than four years ago. If any individual is identified under this provision, the conflicts statement must disclose: 1) the former PUCT or state agency employee's name and current position with Proposer; 2) the name of the state agency; 3) the nature of the previous employment with the state agency; and 4) the dates the employment ended with the state agency and began with Proposer. The PUCT is restricted in its ability to enter into contracts with individuals and entities that employ these individuals under some circumstances. *See* Texas Government Code § 669.003.
- The conflicts statement must certify either that the Proposer does not employ an individual who has been employed by the PUCT or another agency of the State of Texas at any time during the two years preceding the submission of the proposal or that it has disclosed in its proposal the following: (i) the nature of the previous employment with the PUCT or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination. The PUCT is restricted in its ability to enter into contracts with individuals and entities that employ certain individuals under some circumstances. *See* Texas Government Code §§ 2254.033 and 2252.901.
- If the circumstances described by a Proposer change or additional information is obtained subsequent to the submission of proposals, the Proposer must supplement its conflicts statement as soon as reasonably possible upon learning of any change to their statement. If a supplement to the conflicts statement is required after the deadline for submission of proposals, the supplement is exempt from the requirement that all proposal documents must be submitted before the deadline in order for the proposal to be considered.
- The PUCT encourages Proposers to provide complete disclosure of any matters that might be considered a conflict of interest or appearance of impropriety. The PUCT may consider completeness of disclosure in evaluating whether a conflict of interest or an appearance of impropriety exists.

#### **5.A.7. Historically Underutilized Business (HUB) Certification and HUB Subcontracting Plan (HSP)**

Any Proposer that is HUB certified by the Statewide Procurement Division (SPD) of the Comptroller of Public Accounts (CPA) or one of its predecessors must submit a copy of its HUB certificate.

Additionally, the PUCT has determined that subcontracting opportunities may be available under this contract. Therefore, all Proposers, including State of Texas certified HUBs, must complete and submit a State of Texas HSP with their proposal if the total dollar amount of the proposal response is \$100,000 or more.

Proposers can find HSP forms and instructions on the Texas CPA website at: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

Responses that do not include a completed HSP will be rejected, as required by Texas Government Code § 2161.252(b).

#### **5.A.8. Certifications**

Each proposal must contain a signed statement with the following certifications:

- The Proposer has made a good faith effort to ensure all statements and information Proposer submitted in response to this RFP are current, complete, and accurate. The Proposer represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a proposal with a false statement or making material misrepresentations during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract.
- The Proposer has not given nor 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 proposal.
- The Proposer is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- The Proposer, the firm, corporation, partnership, institution, or other legal entity represented by the Proposer, and anyone acting for such a firm, corporation, partnership, institution, or other legal entity, have not, in connection with this RFP:
  - Violated the antitrust laws of this state or federal antitrust laws;
  - Communicated directly or indirectly the bid made to any competitor or other person engaged in such line of business; or
  - Otherwise violated 15 U.S.C. § 1, *et. seq.*, or Texas Business and Commerce Code § 15.01, *et. seq.*

- Under Texas Government Code § 2155.004, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

[A Proposer is ineligible to receive a contract award if the Proposer is a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. *See* Texas Government Code § 2155.004(a).]

- The Proposer is in compliance with Texas Government Code § 669.003, relating to contracting with the current or former executive head of a state agency.



- Under Texas Government Code §§ 2155.006 and 2261.053, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that any contract may be terminated and payment withheld if this certification is inaccurate.

(A Proposer is ineligible to receive a contract award if the Proposer has violated certain laws or been subject to certain penalties in connection with hurricane relief, recovery, or reconstruction efforts. *See* Texas Government Code §§ 2155.006 and 2261.053.)

- Under Texas Family Code § 231.006, the Proposer certifies that the individual or business entity named in this proposal is not ineligible to receive payment under the proposed contract and acknowledges that any contract resulting from this proposal may be terminated and payment may be withheld if this certification is inaccurate.

[(A child support obligor who is more than 30 days delinquent in paying child support, or a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent, is not eligible to receive payments from state funds under a contract to provide property, materials, or services. *See* Texas Family Code § 231.006(a).]

- If a Proposer includes a Texas address in its proposal, the Proposer must certify whether or not it qualifies as a Texas Resident Bidder, as defined in Texas Government Code § 2155.444(c)(2).
- Proposer represents and warrants that it is not aware of any court or government agency actions, proceedings or investigations pending or threatened against Proposer or any of the individuals or entities included in the response within the five calendar years immediately preceding the submission of the proposal that would impair Proposer's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to the PUCT's consideration of the proposal. If Proposer is unable to make the preceding representation and warranty, then Proposer instead represents and warrants that it has included as a detailed attachment in its proposal a complete disclosure of any such court or governmental agency actions, proceedings, or investigations. In addition, Proposer represents and warrants that it will notify the PUCT in writing within five business days of any changes to the representations or warranties in this clause and understands that failure to timely update the PUCT may result in the Proposer's disqualification at the PUCT's sole discretion, or if during the performance of the contract, will constitute a breach of contract and may result in immediate termination of the contract for cause at the PUCT's sole discretion.
- Pursuant to Texas Government Code § 2275.0102, Proposer certifies that neither it nor its parent company, nor any affiliate of Proposer or its parent company, is: (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code § 2275.0103; or (ii) headquartered in any of those countries.

#### **5.A.9. Evidence of Financial Capability**

Proposer must provide evidence of financial capability. The preferred evidence of financial capability is an audited financial statement, if Proposer has a current audited financial statement available or if it is practicable to obtain one for the proposal. If no audited financial statement is available, Proposer must demonstrate its financial capability in whatever manner it deems appropriate. Evidence of financial capability will be considered in evaluating the competence of the Proposer.

#### **5.A.10. Other Required Items**

- Any Proposer incorporated in Texas must include a copy of its current franchise tax Certificate of Good Standing, issued by the Texas State Comptroller's Office, and the corporation's charter number, issued by the Texas Secretary of State's Office.
- Each Proposer must provide its 9-digit Federal Employer's Identification Number (EIN) or its 5-digit State of Texas Vendor's Identification Number (VIN).
- Each Proposer must certify that neither it, nor its holding companies or subsidiaries, is:
  - (a) Listed in Section 889 of the 2019 National Defense Authorization Act;
  - (b) Listed in Section 1260H of the 2021 National Defense Authorization Act;
  - (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or
  - (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.
- Each Proposer must provide the name and social security number of each of the following, as applicable: an individual or sole proprietor; or each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the proposal. Proposers may decline to provide social security numbers at the time of submission but will be required to provide the information before the contract is executed.

**FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of each applicable SSN is required under Texas Family Code §§ 231.006(c) and 231.302(c)(2). The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Texas Family Code § 231.302(e).**

#### **5.B. Format Requirements**

**5.B.1. Information Sheet** – The first page of the proposal submission must be an information sheet that clearly states: the name of the Proposer; the name, address, telephone number, and email address of the Proposer's point of contact; the project number; and the RFP title and number. The information sheet will be the only portion of the proposal that will not be filed under seal. Information sheets will be filed publicly in Project No. 57563. If a Proposer is selected, the Proposer will be expected to maintain current contact information with the PUCT during the term of the contract.

**5.B.2. Copies and Price Information** – Proposers must submit via email four versions of their proposals: one PDF and one Word version with the compensation component, and one PDF and

one Word version without the compensation component. The PDF copy with the compensation component must be clearly marked “Original” and include all required signatures and notarized statements.

Price information must be excluded from one PDF and one Word version. This requirement is to allow the evaluation team to review proposals for the evaluation factors of “Proposal Substance” and “Competence and Knowledge” only. Each proposal will separately be given a score for pricing and that score will be applied to the scoring matrix to ensure that price does not inadvertently influence the evaluation of the other factors.

The copies of the proposal must be identical to the original except for the omission or redaction of the price information and the Word rather than PDF file format.

**5.B.3.** Proposers are prohibited from using the Texas State Seal or the PUCT Seal in or on the proposal.

**5.B.4.** Proposals must not contain any extrinsic items, such as promotional items or other things not contemplated in this RFP.

**5.B.5.** Page Limit – Proposals must be limited to 20 pages, including all attachments and certifications, but excluding financial capability submittal and resumes or writing samples. The PUCT may reject any proposals longer than 20 pages without review. In any case, evaluation team members will not be provided any pages past the 20<sup>th</sup> page.

## **SECTION 6 – CONDITIONS**

### **6.A. Irrevocable Offer**

Proposals may be withdrawn in writing before the deadline for receipt of proposals. After the deadline, a proposal becomes an irrevocable offer to provide the services described in Attachment A, Statement of Work, with the terms and conditions specified in Attachment B, provided they do not contradict any terms or conditions contained within a current contract between the Proposer and DIR, for the shorter of: a period of 90 days from the RFP closing date or until a contract resulting from this RFP is signed. The PUCT will not return withdrawn proposals.

### **6.B. Proposals are the Property of the PUCT**

All proposals and copies of proposals, as well as any best and final offer, and any records provided to the PUCT by the Proposer associated with the evaluation of the proposal, will become the property of the PUCT after receipt and will be retained in accordance with the PUCT’s records retention schedule.

### **6.C. Public Information Act Notice**

Following the award of a contract, all proposals are public information and subject to release. If the PUCT receives a request for any information in connection with this RFP, the PUCT will follow the requirements of the Texas Public Information Act (Texas Government Code Chapter 552). This includes notifying Proposers and the Office of the Attorney General if information that the PUCT knows Proposer considers to be confidential is requested under the Texas Public Information Act. The PUCT assumes no obligation to assert legal arguments on behalf of a Proposer. The PUCT may release portions of proposals and other information provided by a



Proposer without notifying the Proposer if the information is not conspicuously marked “confidential” on each page.

A copy of the contract resulting from this RFP will be posted on the PUCT’s public website. Information in PUCT contracts is public information unless it is made confidential by law. *See* Texas Government Code § 552.022(a)(3).

#### **6.D. Publicity**

Proposers are prohibited from making any public disclosures or news releases pertaining to this RFP, any resulting contract, or any results or findings based on information provided or obtained to fulfill the requirements of this RFP or resulting contract. This prohibition may only be waived by prior written approval of the PUCT for the specific disclosure or news release.

#### **6.E. No Proposal Costs Reimbursed**

Neither the PUCT nor the State of Texas will reimburse any Proposer for any costs related to: preparing a response to this RFP, preparing a best and final offer, providing additional information requested as part of the evaluation of proposals, or making any presentation requested as part of the evaluation of proposals.

#### **6.F. Contract Terms and Conditions**

Any contract resulting from this RFP will use standard general terms and conditions similar to those found in Attachment B to this RFP unless changes are negotiated in advance of contract finalization, so long as the terms and conditions in Attachment B to this RFP do not contradict any existing contract term or condition contained within a current contract between the Proposer and DIR. The terms and conditions found in Attachment B to this RFP are provided as a matter of convenience and may be altered during contract finalization. Many of the terms and conditions are required by law, and the PUCT will not negotiate when a term or condition is required by law. **Proposers must include any requested changes to the terms and conditions in their proposals.**

#### **6.G. Vendor Performance Tracking System**

At the end of any contract resulting from this RFP, the PUCT will input required information into the Vendor Performance Tracking System regarding the Contractor’s performance and whether the Contractor satisfied the best value standard for this contract. This information is public and other state agencies seeking goods or services are required, under most circumstances, to use the information in the Vendor Performance Tracking System to determine whether or not a particular vendor will meet the best value standard for the purchase of the goods or services.

# ATTACHMENT A - Digitizing Electric Service Area Boundaries in Texas

## Statement of Work

### 1. Introduction

The Public Utility Commission of Texas (PUCT) issues this Statement of Work (SOW) for high-quality georeferencing and digitizing electric service area boundaries from historic scanned county maps in Texas. This document describes the scope and specific requirements of the digitizing project. The digitizing project covers all Texas counties. There are a total of 300 scanned maps to be digitized, including 299 high-resolutions scans and 1 low-resolution scan.

### 2. Background

The Digitizing Contractor must georeference, digitize, and create the electric service area boundaries from scanned maps to a geospatial dataset using the latest Geographic Information Systems (GIS) software, products, and technology. The PUCT will procure a Quality Assurance and Quality Control (QAQC) Contractor to review the work of the Digitizing Contractor. The Digitizing Contractor will coordinate with the QAQC Contractor and PUCT Project Team to verify the necessary requirements to meet accuracy and quality controls. Accurate electric service area boundary data acquired from the Digitizing Contractor will allow the PUCT to manage and maintain the geospatial dataset using GIS software to help support statewide mapping needs in the electric industry. The digitizing project facilitates the PUCT's efforts to make the electric service area boundaries official and available in the public domain through the PUCT for use by government entities and the public.

### 3. Scope

The Digitizing Contractor will work in a team-based, collaborative work environment with the PUCT Project Team to create and maintain project plans, meeting notes, and establish acceptance criteria for deliverables. The Digitizing Contractor must provide georeferencing and digitizing procedures, methodologies, and requirements applicable to this SOW as part of its response to the Request For Proposals (RFP). Proposals should primarily address proposed procedures, requirements, capabilities, equipment, software, and experience to meet the project specifications. An innovative and cost-effective project approach is encouraged, and the PUCT welcomes alternate methods, suggestions, and pricing to meet or exceed the SOW requirements.

**Project Plan** - Provide a project plan that outlines the Digitizing Contractor's capabilities and experience with georeferencing scanned maps, digitizing, and generating geospatial datasets and file geodatabases. The project plan should also:

- Discuss the Digitizing Contractor's experience with georeferencing and digitizing boundaries on scanned maps to capture polygon feature datasets in a file geodatabase;
- Provide a list of resources, software, methods, and equipment capable of satisfying accurate and quality georeferencing and digitization of polygon boundaries from a scanned map into a file geodatabase;
- Define the Digitizing Contractor's key staff that will implement georeferencing and digitization of polygon feature datasets into a file geodatabase;
- Propose a contingency plan to ensure milestones and deliverables are met;
- Propose a clear representation of the commitment of resources to ensure timely, successful performance; and

- Describe the Digitizing Contractor's past similar project performance that was successfully completed and met delivery deadlines.

**Communication Plan and Project Schedule** – Digitizing Contractor's schedule should be defined by the planned contract start date, total project length, and adherence to the delivery schedule noted in the SOW. The schedule should include:

- Reporting and expectations:
  - Proposed timeframe for kick-off and subsequent meetings; and
  - Proposed timeframe for reporting percentage completion according to schedule of deliverables;
- Clear presentation of timelines and production length, including the final project completion date and required time to complete the project; and
- Information on warranty of deliverables.

**Product Samples** – As part of its response to the RFP, the Digitizing Contractor should upload into the PUCT's Interchange Filer in Docket Number 57563 at least one (1) previously completed scanned map and corresponding GIS feature dataset of georeferenced and digitized polygons. The sample documentation should include:

- Date of sample completed project;
- Relevance of submitted sample(s);
- Relationship of submitted sample(s) to proposed processes;
- Level of accuracy for georeferencing, including the Transformation and Root Mean Square Error (RMS Error);
- Number of control points; and
- Digitizing errors encountered and description of how they were resolved for the completed project.

**The Digitizing Contractor must designate the filing as a CONFIDENTIAL filing when uploading the file into Docket Number 57563. The CONFIDENTIAL filing must be filed in the PUCT's Interchange Filer in Docket Number 57563 by 10:00 am, central time, on February 27, 2025.**

#### **Scanned map sample files**

The PUCT has provided scanned map sample files in the PUCT's Interchange Filer in Docket Number 57563.

The Digitizing Contractor should review the electric service area boundaries on the scanned map sample files as an example of the types of maps that need to be georeferenced under this SOW and the electric service area boundaries that need to be digitized from the maps under this SOW.

The Digitizing Contractor should review the scanned map sample files to inform its responses to the RFP.

## **4. Deliverables**

### **Coordination and Meetings**

PUCT staff and Digitizing Contractor will meet in a kick-off meeting to discuss, document, and mutually agree on the proposed Project Plan, Communications Plan, and Project Schedule



(Deliverables) used to implement the proposed best practices and methodologies used for georeferencing scanned maps and digitizing of electric service area boundaries. The kickoff meeting will be held at a location and time selected by the PUCT where the Digitizing Contractor and its staff will be introduced to the PUCT.

All meetings between PUCT Project Team and the Digitizing Contractor must be documented in writing by the Digitizing Contractor and delivered to PUCT Project Team by email. All meetings between the Digitizing Contractor and the QAQC Contractor must be documented in writing by both the Digitizing Contractor and the QAQC Contractor and delivered to PUCT Project Team by email.

The Digitizing Contractor must document in writing any proposed changes to the Project Plan, Communications Plan, Project Schedule, or if there are any proposed changes to best practices and methodologies used to complete any tasks and deliverables in the SOW. The proposed changes must be delivered and agreed upon by PUCT Project Team before the Digitizing Contractor implements them.

If there are any QAQC Contractor recommendations, improvement changes to the best practices, GIS industry standards and methodologies used by the Digitizing Contractor to georeference maps and digitize electric service area boundaries, the QAQC Contractor must document in writing and provide them to Digitizing Contractor and PUCT Project Team for review. The purpose of these efforts is to reduce and quickly resolve any quality and accuracy issues related to completed tasks and deliverables by the Digitizing Contractor. The QAQC Contractor must submit these recommendations in writing to PUCT Project Team and must be agreed upon by PUCT Project Team before the Digitizing Contractor implements them.

Any meetings between the Digitizing Contractor and the QAQC Contractor must be documented in writing by the Digitizing Contractor. The documented meetings must be submitted to PUCT Project Team once the quality and accuracy issues have been resolved by the Digitizing Contractor as part of the scheduled tasks and deliverables stated in the SOW.

### **Accuracy and Quality of Products**

The PUCT uses prequalified commercial data providers to collect and process geospatial data. The selected Digitizing Contractor will document procedures and perform internal quality assurances and quality controls to minimize errors, and to ensure the deliverables (digitized electric service area boundaries from georeferenced maps) will satisfy the requirements in this SOW. Deliverables submitted to the QAQC Contractor that do not meet the requirements must be corrected by the Digitizing Contractor before review by the PUCT. The accuracy and quality of all deliverables must be satisfactory to the PUCT in its sole discretion, prior to payment.

Digitizing Contractor must first submit all tasks and deliverables to QAQC Contractor to verify if the quality and accuracy of tasks and deliverables have been met. All quality and accuracy issues and errors detected by the QAQC Contractor must be resolved by the Digitizing Contractor within 60 working days from the date of receipt of the QAQC Report. The QAQC Report should include recommendations on improvements to georeference and digitize using GIS industry standards, best practices, and methodologies to help facilitate the Digitizing Contractor's ability to quickly resolve accuracy issues and errors. The Digitizing Contractor must resolve all errors identified in the QAQC Report.

If a task or deliverable cannot be provided within the scheduled timeframe, the Digitizing Contractor is required to contact the PUCT Project Team in writing with the reason(s) for the delay and include a request for a revised schedule that includes the impact on related tasks, deliverables, and the overall project. The proposed revised schedule must be reviewed and approved in writing by the PUCT Project Manager before it can be placed in effect.

The Deliverables Schedule is outlined in Table 1. The Project Deliverables are outlined and described in detail in Table 2. All tasks and deliverables must be submitted in a format approved by the PUCT Project Team.

### **Deliverables Schedule**

**Table 1: Deliverables Schedule** prescribes the timeframe for completion of the tasks and deliverables required in Phases 1-7. Each phase includes an estimated specific start date and end date based upon the completion and approval of the preceding phase. There are a specific set of tasks and deliverables that must be completed by the Digitizing Contractor during each phase. Each phase includes evaluation by the QAQC Contractor and PUCT Project Team and the requirement for the Digitizing Contractor to resolve any accuracy issues or errors detected before the PUCT will render payment for the tasks and deliverables completed in that phase. In Phases 2 – 5, the Digitizing Contractor is expected to proceed to work on tasks and deliverables in the next Phase while continuing to resolve all accuracy issues or errors detected in the current or previous Phase until all tasks and deliverables are approved by the PUCT Project Team.

**Table 1: Deliverables Schedule**

PHASE	ESTIMATED START DATE	ESTIMATED END DATE
Phase 1 = Project Planning & Pilot	Feb. 3, 2025	February 24, 2025
Phase 2 = 8 weeks from completion and approval of Phase 1	February 25, 2025	April 22, 2025
Phase 3 = 8 weeks from completion of Phase 2	April 23, 2025	June 18, 2025
Phase 4 = 8 weeks from completion of Phase 3	June 19, 2025	August 14, 2025
Phase 5 = 8 weeks from completion of Phase 4	August 15, 2025	October 10, 2025
Phase 6 = 8 weeks from completion of Phase 5	October 13, 2025	December 8, 2025
Phase 7 = 1 year from completion and approval of Phase 6	December 9, 2025	December 8, 2026

*Please Note: Georeferencing and digitizing errors to be resolved within 60 days of notice by the QAQC Contractor.*

### **Detailed Deliverables by Phase**

In each phase, the georeferenced maps, file geodatabase of digitized electric service area boundaries, georeferencing and digitizing workflows, and work documentation in final form are to be delivered to QAQC Contractor and the PUCT Project Team via OneDrive delivery established by the PUCT.

In each phase, the Digitizing Contractor must timely provide tasks and deliverables from **Table 2** and the following:

1. Maps georeferenced from Texas counties located in each of the five State Plane Zones:
  - a. Phase 2: TX-North = 30 maps,
  - b. Phase 3: TX-North Central = 94 maps,
  - c. Phase 4: TX Central = 93 maps,
  - d. Phase 5: TX-South Central = 57 maps,
  - e. Phase 6: TX-South = 26 maps;
2. the digitized electric service area boundaries in a file geodatabase;
3. georeferencing and digitizing workflows; and
4. work documentation that meets the specifications established in this SOW.

Please Note: Tasks and deliverables in Phases 2 - 6 are cumulative, which must be completed until all required deliverables, georeferencing and digitizing workflows, and work documentation of all georeferencing of all 300 scanned maps and digitizing electric service area boundaries in a file geodatabase are provided to PUCT Project Team.

The QAQC Contractor must evaluate Digitizing Contractor's deliverables and provide a QAQC Report on georeferenced maps, digitizing of electric service area boundaries, and file geodatabases for each phase indicated in this SOW to the Digitizing Contractor and the PUCT Project Team. This QAQC Report should highlight achieved accuracy and detection of any errors that require edits and revisions by the Digitizing Contractor.

The Digitizing Contractor must resolve all georeferencing and digitizing errors and submit revised deliverables to the QAQC Contractor within 60 days of being alerted by the QAQC Contractor. Payment for each task and deliverable is contingent upon the PUCT Project Team's review and determination that the task and deliverable is satisfactory.

If there is a disagreement between the Digitizing Contractor and the QAQC Contractor about the georeferencing and digitizing errors detected by the QAQC Contractor, the PUCT Project Team will determine how the Digitizing Contractor and the QAQC Contractor must resolve the matter.

**Table 2: Project Deliverables** provides a detailed explanation of the requirements for tasks and deliverables associated with Phases 1 – 7. Each phase corresponds to an estimated start date and end date, as specified in Table 1. There are specific set tasks and deliverables to be completed by the Digitizing Contractor, QAQC Contractor, and PUCT Project Team during each phase. Each phase includes evaluation by the QAQC Contractor and PUCT Project Team and the requirement for the Digitizing Contractor to resolve any accuracy issues or errors detected before the PUCT will render payment for the tasks and deliverables completed in that phase. In Phases 2 – 5, the Digitizing Contractor is expected to proceed to work on tasks and deliverables in the next Phase while continuing to resolve all accuracy issues or errors detected in the current or previous Phase until all tasks and deliverables are approved by the PUCT Project Team.



**Table 2: Project Deliverables**

Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
<b>Phase 1</b>	<b>Task</b>	Kick-off meeting to be held no later than 5 business days after execution of contract in order to organize and establish workflows for georeferencing maps, digitizing electric service area boundaries, establish project and communication plans, inventory spreadsheet to track completed work and determining required attributes for file geodatabase.	Attend kick-off meeting and be available for questions.	Attend kick-off meeting and be available for questions.
	<b>Deliverable 1</b>	Deliver detailed workflow process documents for georeferencing maps and digitizing electric service area boundaries to PUCT Project Team in Phase 1.	Review and comment.	Review and comment. Approve prior to starting pilot task and deliverables of georeferencing and digitization of maps.
	<b>Pilot Task</b>	Perform pilot georeferencing and digitizing of electric service area boundaries from sample maps provided by PUCT, including 4 to 6 adjacent counties.	Available for questions and meetings.	Test delivery of sample maps using OneDrive to Digitizing Contractor.
	<b>Pilot Deliverable</b>	Deliver results of pilot task in file geodatabase along with workflow documents and inventory spreadsheet of work completed to PUCT Project Team in Phase 1.	Review and provide comments as to quality and accuracy of Pilot Task and Pilot Deliverable.	Review and comment. Approve prior to paying invoice and beginning Phase 2.
<b>Phase 2</b>	<b>Task</b>	Georeference maps and digitize electric service area boundaries from at least 30 counties located in <i>TX-North in State Plane Zone</i> to create updated file geodatabase.  Delivery to PUCT Project Team after all errors detected by QAQC Contractor have been completely resolved in Phase 2.	Available for questions and meetings.	Deliver maps in TX-North in State Plane Zone to Digitizing Contractor using OneDrive.  Available for questions and meetings.
	<b>Deliverable 2</b>	Deliver georeferenced maps and file geodatabase from at least 30 counties located in <i>TX-North in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.  Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 2.	Review quality and accuracy of Phase 2 tasks and deliverables and provide a QAQC report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's Report must identify all errors detected, which must be resolved by the Digitizing Contractor.	Review and comment. Approve prior to paying invoice.

Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
Phase 3	Task	<p>Georeference maps and digitize electric service area boundaries from at least 94 counties located in <i>TX-North Central in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 3.</p>	Available for questions and meetings.	<p>Deliver maps in TX-North Central in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	Deliverable 3	<p>Deliver georeferenced maps and updated file geodatabase from at least 94 counties located in <i>TX-North Central in State Plane Zone</i> with updated workflow documents and inventory spreadsheet of work completed.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 3.</p>	Review quality and accuracy of Phase 2 - 3 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by the Digitizing Contractor.	Review and comment. Approve prior to paying invoice.
Phase 4	Task	<p>Georeference maps and digitize electric service area boundaries from at least 93 counties located in <i>TX-Central in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 4.</p>	Available for questions and meetings.	<p>Deliver maps in TX-Central in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	Deliverable 4	<p>Deliver georeferenced maps and updated file geodatabase from at least 93 counties located in <i>TX-Central in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 4.</p>	Review quality and accuracy of Phases 2 - 4 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by the Digitizing Contractor.	Review and comment. Approve prior to paying invoice for Phase 4.

Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
Phase 5	<b>Task</b>	<p>Georeference maps and digitize electric service area boundaries from at least 57 counties located in <i>TX-South Central in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 5.</p>	Available for questions and meetings.	<p>Deliver maps in TX-South Central in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	<b>Deliverable 5</b>	<p>Deliver georeferenced maps and updated file geodatabase from at least 57 counties located in <i>TX-South Central in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the deliverables encountered in Phase 5.</p>	Review quality and accuracy of Phases 2 - 5 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by Digitizing Contractor.	Review and comment. Approve prior to paying invoice.
Phase 6	<b>Task</b>	<p>Georeference maps and digitize electric service area boundaries from at least 26 counties located in <i>TX-South in State Plane Zone</i> to create updated file geodatabase.</p> <p>Resolve any errors detected by QAQC Contractor prior to delivery to PUCT Project Team in Phase 6.</p>	Available for questions and meetings.	<p>Deliver maps in TX-South in State Plane Zone to Digitizing Contractor using OneDrive.</p> <p>Available for questions and meetings.</p>
	<b>Deliverable 6</b>	<p>Deliver georeferenced maps and updated file geodatabase from at least 26 counties located in <i>TX-South in State Plane Zone</i> with updated workflow document and inventory spreadsheet of work completed.</p> <p>By the end of Phase 6, the Digitizing Contractor to resolve all remaining errors detected during Phases 2-6 by QAQC Contractor and the PUCT Project Team.</p>	Review quality and accuracy of Phases 2 - 6 tasks and deliverables and provide a QAQC Report to the Digitizing Contractor and the PUCT Project Team regarding the accuracy and detections of any errors in the georeferenced maps, digitizing electric service area boundaries, and file geodatabases. The QAQC Contractor's QAQC Report must identify all errors detected, which must be resolved by the Digitizing Contractor.	Review and comment. Approve prior to paying invoice for Phase 6.



Phase	Task/ Deliverable	For Digitizing Contractor	For QAQC Contractor	For PUCT Project Team
Phase 7	Task	<p>Address any quality control and accuracy of the final deliverables encountered by the PUCT during beta testing.</p> <p>Submit corrections to QAQC Contractor and the PUCT Project Team to address any quality control and accuracy of the final deliverables encountered by the PUCT during beta testing. Digitizing Contractor to resolve all remaining errors detected by QAQC Contractor and the PUCT Project Team by end of Phase 7.</p>	Review and comment as to quality and accuracy of Phase 7 tasks and deliverables.	<p>Beta testing final 300 georeferenced maps, digitizing of all electric service area boundaries into file geodatabase, and final work documentation, including executed project plan, communication plan, georeferencing and digitizing workflows, and quality assurance and quality control measures for the entire project contemplated in the SOW.</p> <p>PUCT Project Team to discuss results and address issues with Digitizing Contractor and QAQC Contractor.</p> <p>All remaining errors must be resolved to the satisfaction of the PUCT Project Team without additional charge.</p>

*Please Note: Georeferencing and digitizing errors to be resolved by the Digitizing Contractor within 60 days of notice by the QAQC Contractor.*

### **Georeferencing and Digitizing Workflow Documentation**

The Digitizing Contractor must document a workflow that uses available and widely accepted GIS industry best practices to georeference maps and digitize electric service area boundaries from scanned maps to create geospatial features in a file geodatabase. The Digitizing Contractor must meet specifications indicated in this SOW. A detailed step-by-step process used to georeference maps and digitize the electric service area boundaries using the latest GIS technology and methodologies available is required and must be provided to PUCT Project Team.

### **Project workflow considerations**

- Start the georeference process with lower-level transformations and minimum stated number of control points until values are below the acceptable error rate as jointly agreed upon by QAQC Contractor and the PUCT Project Team are achieved.
- When georeferencing, the Digitizing Contractor must consider the best selection and the number of control points between the georeferenced scanned map and current TxDOT roads and other basemaps utilized, to obtain the best alignment between

county boundaries (general), road intersections, and intersections of county roads with county boundaries along each side of the county boundary.

- Use a mix of graticules and road intersections distributed evenly across the map, select 12 or more control points as needed to get better alignment between the roads on scanned maps and current TxDOT roads.
- At least 4 control points should be on the county boundaries, with irregular county boundaries using more control points.
- Selection of control points should focus on improving accuracy and minimizing errors when digitizing electric service area boundaries from scanned maps.
- Check adjacent county maps for continuation of the electric service area boundaries for each unique electric provider. If the electric service area boundary continues on to an adjacent county, all the polygons must be merged to constitute the boundary into one single polygon for the electric service area boundaries.
- The minimum attributes for the electric service area boundary polygons provided in the file geodatabase are specified by the PUCT Project Team.
- Repeat the process until all 300 maps have been georeferenced and each electric service area boundary has been digitized into geospatial features in a file geodatabase.

The Digitizing Contractor will provide a written Project Report to the PUCT Project Team detailing workflow methodology and processes that will be used to achieve the required specifications of this SOW for georeferenced maps and digitized electric service area boundaries. This Project Report will include GIS and related software used, georeferencing and digitizing step-by step processes (workflows), work documentation (project plan, communication plan, and project schedule), and any other resources, software, or processes used to georeference maps and digitize electric service area boundaries. The Project Report should outline assurances that the proposed process and methods used will produce the required documentation and data products for delivery. This Project Report will be incorporated into publication of these datasets and function as metadata to produce these datasets.

***Georeferencing Requirements.*** *The Digitizing Contractor must meet the georeferencing requirements in the following **Table 3** to complete each phase of the project indicated in the SOW. The Digitizing Contractor should maintain and share all georeferencing documentation that accounts*

*for the all the requirements listed below, in addition to any explanations to account for conditions in which minimum requirements could not be met.*

**Table 3: Georeferencing Requirements**

<b>Resolution</b>	Maps will not be resampled upon georeferencing and will maintain original scanned resolution.
<b>Scanned Maps</b>	Scanned maps will not be rescaled or stretched by georeferencing process.
<b>Scanned Map preservation</b>	Original image will be preserved geometrically by georeferencing process and will not present warping when viewed independently in image viewing software.
<b>Naming convention</b>	Naming convention will be maintained from the original scanned county map name.
<b>Projection</b>	Maps will be georeferenced in Texas Statewide Mapping System, Datum NAD 1983 (meters). The projection and datum must be defined for every georeferenced scanned map.
<b>Reference source data</b>	Scanned General Highway Maps of Certified Electric Service Area Boundaries.
<b>Transformation</b>	All maps are to be georeferenced to a 1st order polynomial with at least 12 control points placed uniformly across the entire scanned map.
<b>Accuracy</b>	The relative accuracy of georeferenced maps should correspond to the map scale ratio. e.g. Alignment along the TxDOT centerline of roads should fall within the width of road from the georeferenced map (Error tolerance 1/10 mi for 1in:1mi; 1/5 mi for 1in:2mi; or 1/16 mi for 1in:1/4mi).
<b>Root Mean Square (RMS) Error</b>	The root mean square error, is a value indicating the transformation and accuracy of each georeferenced maps. An RMS Error value is generated for each georeferenced map, which must be tracked in an inventory spreadsheet for each map.

**Liquidated Damages.** Liquidated damages may be assessed, in the PUCT's sole discretion, at the rates set forth below. The liquidated damages are not intended to be a penalty and are solely intended as compensation for damages.

- A. If the Digitizing Contractor fails to resolve all remaining errors detected during Phases 2 - 6 by the QAQC Contractor and the PUCT Project Team by the end of Phase 6, 5% of the total contract price will be withheld from



the Digitizing Contractor's total payment until all errors are resolved to the PUCT's satisfaction.

- B. If the Digitizing Contractor fails to resolve all remaining errors detected by the QAQC Contractor and the PUCT Project Team by the end of Phase 7, including any issues with quality control and accuracy of the final deliverables encountered by the PUCT during beta testing, 5% of the total contract price will be withheld from the Digitizing Contractor's total payment until all errors are resolved to the PUCT's satisfaction.

The penalties in each of the preceding paragraphs (paragraphs A and B) will be applied cumulatively.

## ATTACHMENT B – Proposed General Terms and Conditions

### Article 1. DEFINITIONS

When used in this contract, the following terms have the following meanings:

- (1) **Business day** means a day other than a: (i) Saturday or Sunday; (ii) national holiday under Texas Government Code § 662.003(a); or (iii) state holiday under Texas Government Code § 662.003(b). Unless described as a ‘**business day**’, a ‘**day**’ means a calendar day.
- (2) **Commission** means the governing body of the PUCT.
- (3) **Contractor** means the person, organization, business entity, or other entity that is selected for the contract contemplated by this RFP.
- (4) **May** means “is authorized to.”
- (5) **Parties** means the PUCT and Contractor. **Party** means the PUCT or Contractor.
- (6) **Proposer** means a person, organization, business entity, or other entity that submits a proposal in response to this RFP.
- (7) **PUCT** means the Public Utility Commission of Texas, an agency of the state of Texas.
- (8) **Services** means any and all services performed and any and all goods and products delivered by Contractor as specified in the Statement of Work.
- (9) **Statement of Work** means the description of goods and services to be provided, as specified in Attachment A of this RFP.
- (10) **Vendor** means a person, organization, business entity, or other entity that has been selected for or entered into a contract with a Texas state agency.
- (11) **Vendor Performance Tracking System**” means the system the Texas Comptroller of Public Accounts is required to provide under Section 2262.055, Texas Government Code, for evaluating vendor performance. The Vendor Performance Tracking System is located at: <http://txsmartbuy.com/vpts>.
- (12) **Week** means seven consecutive calendar days.

### Article 2. COMPENSATION

**2.1 Compensation.** Contractor agrees to provide all Services (including labor, expenses, and any other services) described in the Statement of Work, as follows: [PUCT will insert summary of payment terms in final contract]. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of Services to be performed will require Contractor to increase its fee, it must request the PUCT’s written authorization to increase its fee. Contractor must document the changes in the scope of Services and why they will require additional effort. The PUCT must approve the increase in fee by written amendment to this contract before Contractor performs any Services or may invoice the increased fee.

**2.2 Payment Process.** Contractor must submit an invoice to the PUCT contract administrator no later than the final day of the month after the month that all the Services have been performed and completed. The invoice must contain the name of the person performing Services and a brief description of work performed, including a description of any applicable deadlines for deliverables during the period invoiced and the date those deliverables were provided to the PUCT. No payment will be made for administrative overhead, overtime, or other costs not specifically described in this contract.

On the statement or invoice, Contractor must include a statement that the invoice accurately describes the Services performed and the Services were performed in compliance with the contract. The statement or invoice must include the vendor identification number issued by the Texas Comptroller or Contractor's federal taxpayer identification number, a description of the Services provided, and the name and division of the PUCT contract administrator.

Contractor must submit the invoice to the PUCT as follows:

By email to: [Payables@puc.texas.gov](mailto:Payables@puc.texas.gov), with a copy to [Jay.Stone@puc.texas.gov](mailto:Jay.Stone@puc.texas.gov)

Or by mail to: Accounts Payable

Public Utility Commission of Texas

P.O. Box 13326

Austin, TX 78711-3326

The PUCT contract administrator will review the invoice and any other relevant documentation to ensure the Services were performed in compliance with the contract. If the invoice does not contain required information or documentation, or if the PUCT disputes that the Services were performed in compliance with the contract, the PUCT will reject the invoice and give the contractor its reasons and the opportunity to submit a corrected invoice.

Upon approval of the invoice, the PUCT will direct the payment of the invoice.

The PUCT reserves the right to withhold payment of any invoice(s) for poor performance, default, or non-compliance with the terms of the contract, without penalty to the PUCT. In such event, payment(s) may be withheld until the poor performance, default, or non-compliance is resolved in a manner satisfactory to the PUCT. The Contractor will not be entitled to any additional compensation from the PUCT for any damages or expenses incurred as a result of withheld payment(s) under this section.

**2.3 Release of Claims.** Contractor's acceptance of payment releases the PUCT of all claims for compensation owed in connection with this contract.

**2.4 Refund.** Contractor will promptly refund or credit within thirty calendar days any funds erroneously paid by PUCT which are not expressly authorized under the contract.

**2.5 Payments Made to Subcontractors.** Contractor must pay its subcontractors, if any, the appropriate share of payments received not later than the 10th day after the date Contractor receives the payment. The subcontractor's payment is overdue on the 11th day after the date

Contractor receives the payment. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Section 5.1 of this contract).

**2.6 Records Retention.** Contractor shall maintain and retain all records relating to the performance of the contract, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Contractor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Contractor must make all records available to the PUCT, PUCT's designee, or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT contract administrator.

**2.7 Contracting Information Responsibilities.** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the PUCT for the duration of the contract, (2) promptly provide to the PUCT any contracting information related to the contract that is in the custody or possession of the Contractor on request of the PUCT, and (3) on termination or expiration of the contract, either provide at no cost to the PUCT all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the PUCT. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the PUCT agrees that the contract can be terminated if the PUCT knowingly or intentionally fails to comply with a requirement of that subchapter.

**2.8 Sole Compensation.** Payments under this Article are Contractor's sole compensation under this contract. Contractor must not incur expenses not contemplated under the Statement of Work, with the expectation that the PUCT, the State of Texas, or any other agency of the State of Texas will pay the expense.

### **Article 3. CONTRACT ADMINISTRATION**

**3.1 PUCT Contract Administration.** The PUCT designates Tracy Montes to serve as its primary point of contact and contract administrator throughout the term of this contract. Contractor acknowledges that the PUCT contract administrator does not have any authority to amend this contract on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission exercising its authority through a vote in an open meeting, or the Executive Director of the PUCT as the Commission's authorized designee.

**3.2 Contractor Contract Administration.** Contractor designates its contract administrator as [insert name].

**3.3 Reporting.** Contractor must report directly to the PUCT contract administrator and must perform all activities in accordance with the reasonable instructions, directions, and requests conveyed to Contractor by the PUCT contract administrator.



**3.4 Cooperation.** The Parties' respective contract administrators must handle all communications between them in a timely and cooperative manner. The Parties must timely notify each other by email or other written communication of any change in designee or contact information.

**3.5 Media Releases.** Contractor shall not use the PUCT's name, logo, or other likeness in any press release, marketing material, or other announcement without the PUCT's prior written approval. The PUCT does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the response, or the services to which they relate without the PUCT's prior written consent, and then only in accordance with explicit written instructions from the PUCT. Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a Party to this contract to the PUCT contract administrator.

#### **Article 4. REPORTS AND RECORDS**

**4.1 Written Reports.** Contractor must provide written reports to the PUCT in the form and with the frequency specified in the Statement of Work or as otherwise agreed in writing between the Parties.

**4.2 Distribution of Consultant Reports.** Contractor agrees the PUCT has the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. The PUCT will also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that the PUCT may assert for the report or any portion thereof.

#### **Article 5. SUBCONTRACTING PARTIES**

**5.1 Use of Subcontractors.** The Parties acknowledge and agree that, at the time of execution of this contract, [Contractor intends to perform the Services required under this Contract using the following subcontractors/Contractor intends to perform the Services without the use of subcontractors]. Contractor may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the PUCT. Subcontracts, if any, entered into by the Contractor shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Contractor will notify the PUCT contract administrator of any other proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any subcontract not contemplated at the initiation of this contract and any subsequent substitution of a subcontractor must be approved by an amendment according to the terms of Article 7.

**5.2 Sole Responsibility.** Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts in accordance with the terms of this contract.

**5.3 Prime Vendor Contract.** The Parties expressly agree that this contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the Services described in this contract, notwithstanding the engagement of any subcontractor to perform an obligation under this contract.

## **Article 6. TERM AND TERMINATION**

**6.1 Term.** The term of this contract will begin on the date of the last signatory to sign the contract and will continue in effect for two (2) years unless terminated sooner under Sections 6.2 or 6.3 of this contract or unless extended. The parties may elect to extend this contract for one year. Any extension must be executed in writing and agreed to by both parties.

**6.2 Termination for Cause.** If Contractor fails to provide the goods or services contracted for according to the provisions of the contract or fails to comply with any terms or conditions of the contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. If the PUCT terminates Contractor for a violation of Section 18.21 of this contract, the PUCT need not provide any notice or opportunity for curing the default. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for cause.

**6.3 Termination for Convenience.** The PUCT reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days' advance written notice, if the PUCT determines that such termination is in the best interest of the State. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The PUCT shall be liable for payments limited only to the portion of work the PUCT authorized in writing and which Contractor has completed, delivered to the PUCT and which has been accepted by the PUCT. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. The PUCT shall have no other liability, including no liability for any costs associated with the termination.

**6.4 Transfer of Duties.** In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the contract to another entity without disruption to the provision of Services.

**6.5 Remedies for Breach.** All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of

other remedies. Actual damages, cost projections, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

### **Liquidated Damages.**

Contractor's failure to meet any deliverables set forth in the Statement of Work would result in damages to the PUCT that, by their nature are difficult to ascertain. Deadlines will not be considered unmet if delays arise from circumstances outside the Contractor's reasonable control, including force majeure events, delays caused by the PUCT, or delays arising from mutual agreement between the Contractor and PUCT. Liquidated damages may be assessed, in the PUCT's sole discretion, at the rates set forth below. The liquidated damages are not intended to be a penalty and are solely intended as compensation for damages.

- A. If the Digitizing Contractor fails to resolve all remaining errors detected during Phases 2 - 6 by the QAQC Contractor and the PUCT Project Team by the end of Phase 6, 5% of the total contract price will be withheld from the Digitizing Contractor's total payment until all errors are resolved to the PUCT's satisfaction.
- B. If the Digitizing Contractor fails to resolve all remaining errors detected by the QAQC Contractor and the PUCT Project Team by the end of Phase 7, including any issues with quality control and accuracy of the final deliverables encountered by the PUCT during beta testing, 5% of the total contract price will be withheld from the Digitizing Contractor's total payment until all errors are resolved to the PUCT's satisfaction.

The penalties in each of the preceding paragraphs (paragraphs A and B) will be applied cumulatively.

**6.6 Survival.** Expiration or termination of the contract for any reason does not release Contractor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

## **Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS**

**7.1 Material Change Requests.** The PUCT may propose changes to the Statement of Work. Upon receipt of a written request from the PUCT for a change to the Statement of Work, Contractor must, within the deadline specified in the request, or if no deadline is specified within a reasonable time after the request, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustments to this contract. No changes to the Statement of Work will occur without the Parties' written consent as provided in accordance with the terms stated in this contract.

**7.2 Change in Law and Compliance with Laws.** Contractor shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products

required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. The PUCT reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for the PUCT's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

**7.3 Assignment.** Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the PUCT. Any attempted assignment in violation of this provision is void and without effect.

**7.4 Amendments and Modifications.** This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this contract.

**7.5 Binding Effect.** The contract shall be binding upon and shall inure to the benefit of the PUCT and Contractor and to their representatives, successors, and assigns.

## **Article 8. REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**8.1 Warranty of Performance.** Contractor represents, warrants, and covenants that it will perform the Services outlined in the Statement of Work in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

**8.2 Warranty of Services.** Contractor warrants that the Services will be rendered by the qualified personnel named in Section 19.8 of this contract. If Services provided under this contract require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

## **Article 9. RISK OF LOSS AND PROPERTY RIGHTS**

**9.1 Risk of Loss.** The risk of loss for all items to be furnished hereunder will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

**9.2 Ownership.** Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished materials, deliverables, conceptions, or products created or prepared for or on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of Services hereunder, will be the PUCT's property exclusively and will be given to the PUCT either at the PUCT's request during the term of the contract or upon termination or expiration of the contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCT's exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.

**9.3 Prior Works.** Except as provided herein, all previously owned materials, conceptions, or products prior to execution of the contract will remain the property of Contractor and nothing



contained in this contract will be construed to require Contractor to transfer ownership of such materials to the PUCT.

**9.4 Trademark Ownership.** Contractor hereby acknowledges and agrees that trademarks remain the exclusive property of the PUCT, that all right, title, and interest in and to the trademarks are exclusively held by the PUCT, and all goodwill associated with such trademarks inures solely to the PUCT.

**9.5 Program Information.** Program information, data, and details relating to Contractor's Services under this contract must be maintained separately from Contractor's other activities. Contractor must undertake all reasonable care and precaution in the handling and storing of this information.

**9.6 Provision to be Inserted in Subcontracts.** Contractor must insert a provision containing Sections 9.2 and 9.5 of this contract in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this contract.

#### **Article 10. PUBLIC INFORMATION**

**10.1 Public Information Act.** Contractor understands that the PUCT will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with the solicitation of, or this resulting contract, may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the 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. For the purpose of this paragraph, paper documents, Adobe Portable Document Format files (.pdf), Microsoft Excel spreadsheets (.xls), Microsoft Word documents (.docx), and Hypertext Markup Language (.html) files will be considered "accessible by the public," unless another format is specified by the PUCT, at the PUCT's sole discretion.

The Parties acknowledge that not all terms of this contract may be confidential under the PIA, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." The PUCT will notify Contractor of requests for Contractor's information as required under the PIA. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the PIA, Contractor will not be required to make the information available to the public but may be required to facilitate the PUCT's provision of the information to the Texas Attorney General for a decision on the information's confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractor's information or data; it will be Contractor's sole responsibility to do so.

#### **Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION**

**11.1 No Conflicts of Interest.** Contractor 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 or reasonably create an appearance of impropriety.

**11.2 Prohibition on Transactions with Parties Adverse to the PUCT.** Contractor agrees that during the term of this contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT. The PUCT may waive this provision in writing if, in the PUCT's sole judgment, such activities of the Contractor will not be adverse to the interests of the PUCT.

**11.3 Notice of Conflict.** Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. If Contractor fails to do so, it will be grounds for termination of this contract for cause, pursuant to Section 6.2 of this contract.

**11.4 Prohibited Employment.** Contractor agrees that it will not hire any person whose employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

#### **Article 12. INDEMNIFICATION**

CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE PUCT, 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 CONTRACTOR 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 CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND THE PUCT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### **Article 13. INSURANCE**

**13.1 Contractor Responsibility.** Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance or workers' compensation or any benefit available to a state employee.

**13.2 Minimum Insurance.** Contractor must, at its sole cost and expense, secure and maintain as a minimum, from the effective date of this contract and thereafter during the term of this contract

and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas:

- a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv) products or completed operations – \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;
- b) automobile liability coverage for vehicles driven by Contractor’s employees (\$500,000 per occurrence);
- c) workers’ compensation insurance in accordance with the statutory limits, as follows: (i) employer’s liability - \$1,000,000 each incident; and (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit; and
- d) cyber incident coverage to include: privacy breach related legal expenses to review and determine responsibilities under privacy breach laws; expenses related to compliance with privacy law notification requirements; credit and identification monitoring for up to 12 months after a cyber incident; expenses related to forensic investigations to investigate a system intrusion into the Contractor’s computer system; and expenses to hire a public relations firm for public communications response; and

The PUCT and the State of Texas must be named an additional insured on the commercial liability and automobile policies.

Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an “A” rating from A.M. Best and authorized to provide the corresponding coverage.

**13.3 Certificates of Insurance.** Contractor must furnish to the PUCT certificates of insurance and any applicable endorsements, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the effective date of this contract, and upon request thereafter. Contractor must provide the PUCT contract administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates or endorsements promptly, will constitute a material breach of this contract. Contractor must provide thirty (30) days written notice of any notice for renewal or cancellation of insurance.

#### **Article 14. DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.

#### **Article 15. SOVEREIGN IMMUNITY**

Nothing in the contract shall be construed as a waiver of the PUCT’s or the State’s sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas under the contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The PUCT does not waive any privileges, rights, defenses, or

immunities available to the PUCT by entering into the contract or by its conduct prior to or subsequent to entering into the contract.

#### **Article 16. GOVERNING LAW**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the PUCT.

#### **Article 17. COMPLIANCE WITH LAW**

**17.1 General.** Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all Services sold hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject. Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**17.2 Taxes.** Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Agency will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The PUCT shall not be liable for any taxes resulting from the contract.

**17.3 Workers' Compensation.** Contractor agrees that it will be in compliance with applicable state workers' compensation laws throughout the term of this contract and any renewals or extensions thereof.

**17.4 Conflicts.** Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT. Contractor agrees to inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT. In the event that Contractor becomes aware of inconsistencies between this Contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this contract, as necessary.

**17.5 Unfair Business Practices.** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.



**17.6 Americans with Disabilities Act.** Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

**17.7 Lobbying Prohibition.** Contractor represents and warrants that the PUCT's payments to Contractor and Contractor's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

**17.8 Disclosure of Interested Parties.** Contractor represents and warrants that if selected for award of a contract as a result of the solicitation, it will submit to the PUCT a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.

#### **Article 18. CONTRACTOR'S CERTIFICATION**

By accepting the terms of this Contract, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this contract for cause.

**18.1 Dealings with Public Servants Affirmation.** Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract..

**18.2 Debt and Delinquency Affirmation.** Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

**18.3 Excluded Parties.** Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

Contractor further represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

**18.4 Antitrust.** Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of the RFP, proposal, or this contract to any competitor or any other person engaged in the same line of business as Contractor.

**18.5 Prohibited Compensation.** Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this contract.

**18.6 Financial Participation Prohibited Affirmation.** Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract

is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

**18.7 Child Support Obligation Affirmation.** Under Section 231.006 of the Family Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified payments and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate in addition to other remedies set out in § 231.006(f).

**18.8 Executive Head of State Agency Affirmation.** In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the PUCT, (2) a person who at any time during the four years before the date of the contract was the executive head of the PUCT, or (3) a person who employs a current or former executive head of the PUCT.

Further, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the PUCT during the twelve (12) month period immediately prior to the date of execution of the contract.

**18.9 Buy Texas Affirmation.** In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

**18.10 Prior Disaster Relief Contract Violation.** Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this 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.

**18.11 E-Verify Program.** Contractor certifies that for contracts for services, it shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant the contract within the United States of America.

**18.12 Suspension and Debarment.** Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

**18.13 Entities that Boycott Israel.** Contractor represents and warrants that (1) it does not, and shall not for the duration of the contract, boycott Israel; or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

**18.14 COVID-19 Vaccine Passport Prohibition.** Under Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive this contract.

**18.15 Human Trafficking Prohibition.** Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this 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.

**18.16 Energy Company Boycott.** Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies; or (2) the verification required by Section 2276.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

**18.17 Firearm Entities and Trade Associations Discrimination.** Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the PUCT.

**18.18 Data Management and Security Controls.** In accordance with Texas Government Code § 2054.138, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the PUCT as evidence of Contractor's compliance with the required controls.

**18.19 Critical Infrastructure Affirmation.** Pursuant to Texas Government Code § 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (i) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code § 2275.0103; or (ii) headquartered in any of those countries.

**18.20 Disaster Recovery Plan.** Upon request of the PUCT, Contractor shall provide the descriptions of its business continuity and disaster recovery plans.

**18.21 False Statements.** Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a contract with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void any resulting contract.

**18.22 Compliance with Executive Order GA 48.** Contractor certifies that neither it, nor its holding companies or subsidiaries, is: (a) Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); (b) Listed in Section 1260H of the 2021 NDAA; (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

**18.23 Disclosure of Prior State Employment.** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Contractor certifies that it does not employ an individual who has been employed by the PUCT or another agency at any time during the two years preceding the submission of the response to RFP 473-25-00001 or, in the alternative, Contractor has disclosed in its response the following: (i) the nature of the previous employment with the PUCT or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

**18.24 Restricted Employment for Certain State Personnel.** Pursuant to Section 572.069 of the Texas Government Code, Contractor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the PUCT involving Contractor within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

## **Article 19. GENERAL PROVISIONS**

**19.1 Independent Contractor.** Contractor and Contractor's employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither Party is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against the PUCT for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between the Parties.

**19.2 Non-Exclusivity.** Nothing in this contract is intended nor will be construed as creating any exclusive arrangement between Contractor and PUCT. This contract will not restrict from acquiring any similar, equal, or like goods or services from other entities or sources.

**19.3 Taxes and Statutory Withholdings.** Contractor acknowledges that it is not a PUCT employee but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this contract. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor must defend, indemnify, and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under



this contract. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

**19.4 Notice.** Except as otherwise stated in this contract, all notices provided for in this contract must be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this contract), (c) sent by FedEx, with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice with the carrier.

IF TO THE PUCT:

ATTENTION: Executive Director  
1701 N. Congress Ave., 7th Floor  
Austin, TX 78701

With copies to the PUCT contract administrator, and Jay Stone, CTCD, CTCM, at the same address.

IF TO CONTRACTOR:

ATTENTION:

ADDRESS

CITY, STATE, ZIP CODE

**19.5 Headings.** Titles and headings of articles and sections within this contract are provided merely for convenience and must not be used or relied upon in construing this contract or the Parties' intentions with respect thereto.

**19.6 Export Laws.** Contractor represents, warrants, agrees and certifies that it (a) will comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) will not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this contract in violation of any such laws, rules or regulations.

**19.7 Preprinted Forms.** The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this contract is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this contract cannot be amended, modified, or altered by any conflicting terms, provisions, or conditions contained in a proposal or a preprinted form, such as purchase orders or acknowledgments. If any conflict exists between this Contract and any terms and conditions on a proposal, purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Contract will govern.

**19.8 Specific Personnel.** Contractor has identified the personnel for this assignment (“Team”), as follows: [list]

Contractor warrants that it will use its best efforts to avoid any changes to the Team during the course of this Contract. Should personnel changes occur during the term of this Contract or any extensions or renewals thereof, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor must provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor must remove from the project any individual whom the PUCT finds unacceptable for any reason in the PUCT's sole discretion. Contractor must replace such individual with another individual satisfactory to the PUCT as soon as practicable.

**19.9 No Felony Criminal Convictions.** Contractor represents and warrants that neither Contractor, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents or representatives of such subcontractors, has been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised of the facts and circumstances surrounding the conviction.

**19.10 No Third-Party Beneficiaries.** Nothing contained in the contract, either express or implied, is intended to confer on any person other than the Parties, or their respective permitted successors, assigns, or transferees any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, this contract.

**19.11 Prompt Payment.** All payments by PUCT to Contractor, any payments by Contractor to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract must be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code § 20.487.

## **Article 20. NO IMPLIED WAIVER**

The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

## **Article 21. ORDER OF PRECEDENCE**

In the event of conflicts or inconsistencies between the provisions of this contract and any attachments or exhibits, the following are given preference in the order listed below:

- 1) The terms and conditions of DIR Contract XXXXX;
- 2) The Statement of Work, including any exhibits;
- 3) The terms and conditions of this contract;
- 3) The RFP and any addendums; and
- 4) The Contractor's proposal and any amendments to the proposal.

## **Article 22. FORCE MAJEURE**

Neither Party shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

#### **Article 23. SEVERABILITY**

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

#### **Article 24. EXCESS OBLIGATIONS PROHIBITED**

The contract is subject to termination or cancellation, without penalty to the PUCT, either in whole or in part, subject to the availability of state funds. The PUCT is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If the PUCT becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either Party's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Article, the PUCT will not be liable to Contractor for any damages that are caused or associated with such termination or cancellation, and the PUCT will not be required to give prior notice.

#### **Article 25. DRUG FREE WORKPLACE POLICY**

Contractor must comply with the applicable provisions of the Drug-Free Work Place Act of 1988, (41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and Contractor must comply with the relevant provisions thereof, including any amendments that may hereafter be issued. Contractor must provide the PUCT a copy of its drug-free work environment policy upon request.

#### **Article 26. SUBSTITUTIONS**

Substitutions are not permitted without written approval of the PUCT.

#### **Article 27. STATE AUDITOR'S RIGHT TO AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**Article 28. DAMAGE TO GOVERNMENTAL PROPERTY.**

In the event of loss, destruction, or damage to any PUCT or State of Texas property by Contractor or Contractor’s employees, agents, subcontractors, and suppliers, Contractor shall be liable to the PUCT and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property. Contractor will reimburse the PUCT and the State of Texas for such property damage within ten (10) calendar days after the Contractor’s receipt of the agency’s notice of amount due.

**ARTICLE 29. CYBERSECURITY TRAINING.** Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

**Article 30. SIGNATURE AUTHORITY**

The undersigned signatories represent and warrant that they have full authority to enter into this contract on behalf of the respective parties.

**Article 31. ENTIRE AGREEMENT**

This contract, including the Statement of Work, constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these Services. Any terms and conditions attached to a solicitation will not be considered unless incorporated into this contract by specific reference.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of [DATE].

**The Public Utility Commission of Texas**

**Contractor**

By:

By:

\_\_\_\_\_  
Connie Corona  
Executive Director

\_\_\_\_\_  
Name  
Title

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_