



# Fort Bend County VoIP Upgrades – Scope of Work

## Scope of Work Approvals

### Parties to Agreement

This Statement of Work ("SOW") is made and entered into between DataVox, Inc., 2000 West Sam Houston Parkway South, 9<sup>th</sup> Floor, Houston, TX 77042 ("DataVox") and Fort Bend County, Richmond, Texas 77469 ("Fort Bend County or Customer"), as of the date last written below ("Effective Date").

### Terms

The customer agrees to purchase, and Datavox agrees to provide certain services and deliverables ("Services") as defined in this SOW, subject to the terms and conditions that follow. The terms of this SOW are limited to the scope of this SOW and shall not be applicable to any other SOWs.

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### Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

**DataVox, Inc.**

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

(Signature)

Name: \_\_\_\_\_

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

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

**Fort Bend County**

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

(Signature)

Name: \_\_\_\_\_

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

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

*Ray Webb*  
Ray Webb  
Director Information Technology



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## Roles and Responsibilities

This project will involve cooperative efforts of multiple organizations. A high level description of the various organizational roles is provided below.

### Fort Bend County

- Attend and actively participate in project meetings as required
- Coordinate scheduled work windows
- Coordinate meetings with the network team as needed
- Provide DataVox with access to all sites and devices as needed
- Manage and communicate change windows with key stakeholders
- Provide acceptance of project as required

### Datavox

- Provide project management for the project deliverables
- Attend and actively participate in project meetings as required
- Continue to evolve details as needed based on findings
- Coordinate implementation and programming activities with 3<sup>rd</sup> parties as required
- Complete work defined the Project Plan as developed
- Perform knowledge transfer to Fort Bend County technical team
- Provide project deliverables as defined by the Project Plan

## Project Resources

DataVox will assign a lead project engineer who will remain in this role throughout the project. The lead project engineer will incorporate additional engineering resources in the project as needed. All personnel will have the requisite certifications and skills necessary to perform as experts to fulfill the project scope. DataVox strives to keep the same project team intact throughout the project but reserves the right to make changes to the team as necessary. DataVox will notify Fort Bend County of any changes made to the team resources.

## Project Objectives

The primary objectives of this project are as follows:

- Upgrade the software on the primary/back-up servers at the DataCenter & Justice Center to the latest release:
  - Communication Manager
  - Session Manager
- Install new gateway/phones to support users at the following existing Fort Bend County sites:
  - Tax Office site (1317 Eugene Heimann Circle, Richmond, TX 77469);
  - Morton Street site (902 Morton Street, Richmond, TX 77469);
  - Band Road site (1402 Band Road, Rosenberg, TX 77471);
  - Crabb Service Center (201 Payne Street, Richmond, TX 77469)
  - Needville Service Center (3743 School Street, Needville, TX 77478);
- Install/program/integrate equipment as detailed below into County-wide voice network;



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- Merge licenses from each site onto servers at Data Center; and
- Transition users from each site to County-wide VoIP network and Avaya Aura Messaging.

## Hardware/Software Configuration

The following Avaya hardware/software configuration will be deployed under this agreement:

### Tax Office (1317 Eugene Heimann Circle) site

Material Code	Qty	Description	Unit Price	Extended Price
259401	1	MEDIA ENCRYPTION R6+/MBT	\$ -	\$ -
263254	105	AVAYA AURATM EE R6 MOVE ENTITLE LIC	\$ -	\$ -
269364	1	ENT ED R6 MGMT SITE ADMIN R6 LIC /E	\$ -	\$ -
269365	1	ENT ED R6 MGMT NTWK MGMT R6 LIC /E	\$ -	\$ -
269367	105	ENT ED R6 SM SIP CONN R6 LIC /E	\$ -	\$ -
269407	105	ENT ED R6 PS R6 LIC /E	\$ -	\$ -
269408	105	ENT ED R6 PS SFTW DWNLD R6 LIC /E	\$ -	\$ -
269423	105	ENT ED R6 B5800 SURV STN R6 LIC /E	\$ -	\$ -
269424	105	ENT ED R6 B5800 SIP TRNK R6 LIC /E	\$ -	\$ -
269901	105	ENT ED UCE R6 ONE-X COMM R6 LIC /E	\$ -	\$ -
269902	105	ENT ED UCE R6 AES UNFD DSK R6 LIC /E	\$ -	\$ -
269903	105	ENT ED UCE R6 AES DMCC R6 LIC /E	\$ -	\$ -
269904	105	ENT ED UCE R6 EC500 SM R9 LIC /E	\$ -	\$ -
269905	105	ENT ED UCE R6 ONE-X PRTL R5 LIC /E	\$ -	\$ -
269906	105	ENT ED UCE R6 ONE-X CES R6 LIC /E	\$ -	\$ -
700500754	1	PROGNOSIS VOIP MONITORING R3 CD	\$ -	\$ -
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,760.00	\$ 4,760.00
405362641	1	PWR CORD USA	\$ 12.88	\$ 12.88
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA	\$ 896.00	\$ 896.00
700466618	1	MM714B ANLG 4+4 MEDIA MOD - NON GSA	\$ 650.00	\$ 650.00
700480643	4	BUTTON MOD 12B	\$ 100.80	\$ 403.20
700383326	56	96XX RPLCMNT LINE CORD	\$ 6.48	\$ 362.88
700480593	56	IP PHONE 9611G	\$ 254.80	\$ 14,268.80
<b>Total Avaya Hardware &amp; Software:</b>				<b>\$ 21,353.76</b>

### 902 Morton Street site

Material Code	Qty	Description	Unit Price	Extended Price
263254	55	AVAYA AURATM EE R6 MOVE ENTITLE LIC	\$ -	\$ -
266529	1	R6 LARGE ENT SIMPLX SOL UPG TRACKING	\$ -	\$ -
269364	1	ENT ED R6 MGMT SITE ADMIN R6 LIC /E	\$ -	\$ -



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269365	1	ENT ED R6 MGMT NTWK MGMT R6 LIC /E	\$ -	\$ -
269367	55	ENT ED R6 SM SIP CONN R6 LIC /E	\$ -	\$ -
269407	55	ENT ED R6 PS R6 LIC /E	\$ -	\$ -
269408	55	ENT ED R6 PS SFTW DWNLD R6 LIC /E	\$ -	\$ -
269423	55	ENT ED R6 B5800 SURV STN R6 LIC /E	\$ -	\$ -
269424	55	ENT ED R6 B5800 SIP TRNK R6 LIC /E	\$ -	\$ -
269901	55	ENT ED UCE R6 ONE-X COMM R6 LIC /E	\$ -	\$ -
269902	55	ENT ED UCE R6 AES UNFD DSK R6 LIC /E	\$ -	\$ -
269903	55	ENT ED UCE R6 AES DMCC R6 LIC /E	\$ -	\$ -
269904	55	ENT ED UCE R6 EC500 SM R9 LIC /E	\$ -	\$ -
269905	55	ENT ED UCE R6 ONE-X PRTL R5 LIC /E	\$ -	\$ -
269906	55	ENT ED UCE R6 ONE-X CES R6 LIC /E	\$ -	\$ -
270054	55	ENT ED R6 CMM R6 LIC /E	\$ -	\$ -
700480643	1	BUTTON MOD 12B	\$ 100.80	\$ 100.80
700383326	16	96XX RPLCMNT LINE CORD	\$ 6.48	\$ 103.68
700480593	16	IP PHONE 9611G	\$ 254.80	\$ 4,076.80
<b>Total, Avaya Hardware &amp; Software:</b>				<b>\$ 4,281.28</b>

### Band Road site

Material Code	Qty	Description	Unit Price	Extended Price
229587	152	AVAYA AURATM R6 ENT ED MOVE LIC	\$ 32.48	\$ 4,936.96
259401	1	MEDIA ENCRYPTION R6+/MBT	\$ -	\$ -
269364	1	ENT ED R6 MGMT SITE ADMIN R6 LIC /E	\$ -	\$ -
269365	1	ENT ED R6 MGMT NTWK MGMT R6 LIC /E	\$ -	\$ -
269367	152	ENT ED R6 SM SIP CONN R6 LIC /E	\$ -	\$ -
269407	152	ENT ED R6 PS R6 LIC /E	\$ -	\$ -
269408	152	ENT ED R6 PS SFTW DWNLD R6 LIC /E	\$ -	\$ -
269423	152	ENT ED R6 B5800 SURV STN R6 LIC /E	\$ -	\$ -
269424	152	ENT ED R6 B5800 SIP TRNK R6 LIC /E	\$ -	\$ -
269901	152	ENT ED UCE R6 ONE-X COMM R6 LIC /E	\$ -	\$ -
269902	152	ENT ED UCE R6 AES UNFD DSK R6 LIC /E	\$ -	\$ -
269903	152	ENT ED UCE R6 AES DMCC R6 LIC /E	\$ -	\$ -
269904	152	ENT ED UCE R6 EC500 SM R9 LIC /E	\$ -	\$ -
269905	152	ENT ED UCE R6 ONE-X PRTL R5 LIC /E	\$ -	\$ -
269906	152	ENT ED UCE R6 ONE-X CES R6 LIC /E	\$ -	\$ -
700500/54	1	PROGNOSIS VOIP MONITORING R3 CD	\$ -	\$ -
405362641	1	PWR CORD USA	\$ 12.88	\$ 12.88
700460660	1	10 CHANNEL DSP DAUGHTERBOARD	\$ 280.00	\$ 280.00
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA	\$ 1,680.00	\$ 1,680.00
700476393	1	G430 MEDIA GATEWAY NON-GSA	\$ 840.00	\$ 840.00
700383326	75	96XX RPLCMNT LINE CORD	\$ 6.48	\$ 486.00



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700395445	1	120A CSU CABLE 50FT RHS	\$ 48.72	\$ 48.72
700480593	75	IP PHONE 9611G	\$ 254.80	\$ 19,110.00
<b>Total. Avaya Hardware &amp; Software:</b>				<b>\$ 27,394.56</b>

**Crabb Service Center site**

Material Code	Qty	Description	Unit Price	Extended Price
229587	100	AVAYA AURATM R6 ENT ED MOVE LIC	\$ 32.48	\$ 3,248.00
259401	1	MEDIA ENCRYPTION R6+/MBT	\$ -	\$ -
269364	1	ENT ED R6 MGMT SITE ADMIN R6 LIC /E	\$ -	\$ -
269365	1	ENT ED R6 MGMT NTWK MGMT R6 LIC /E	\$ -	\$ -
269367	100	ENT ED R6 SM SIP CONN R6 LIC /E	\$ -	\$ -
269407	100	ENT ED R6 PS R6 LIC /E	\$ -	\$ -
269408	100	CNT CD R6 PS SFTW DWNLD R6 LIC /E	\$ -	\$ -
269423	100	ENT ED R6 B5800 SURV STN R6 LIC /E	\$ -	\$ -
269424	100	ENT ED R6 B5800 SIP TRNK R6 LIC /E	\$ -	\$ -
269901	100	ENT ED UCE R6 ONE-X COMM R6 LIC /E	\$ -	\$ -
269902	100	ENT ED UCE R6 AES UNFD DSK R6 LIC /E	\$ -	\$ -
269903	100	ENT ED UCE R6 AES DMCC R6 LIC /E	\$ -	\$ -
269904	100	ENT ED UCE R6 EC500 SM R9 LIC /E	\$ -	\$ -
269905	100	ENT ED UCE R6 ONE-X PRTL R5 LIC /E	\$ -	\$ -
269906	100	ENT ED UCE R6 ONE-X CES R6 LIC /E	\$ -	\$ -
700500754	1	PROGNOSIS VOIP MONITORING R3 CD	\$ -	\$ -
405362641	1	PWR CORD USA	\$ 12.88	\$ 12.88
700406416	1	CABLE ASSY B25A 25FT RHS	\$ 25.76	\$ 25.76
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA	\$ 1,680.00	\$ 1,680.00
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA	\$ 1,680.00	\$ 1,680.00
700476385	1	20 CHANNELS DSP DAUGHTERBOARD	\$ 560.00	\$ 560.00
700476393	1	G430 MEDIA GATEWAY NON-GSA	\$ 840.00	\$ 840.00
700383326	27	96XX RPLCMNT LINE CORD	\$ 6.48	\$ 174.96
700395445	1	120A CSU CABLE 50FT RHS	\$ 48.72	\$ 48.72
700480593	27	IP PHONE 9611G	\$ 254.80	\$ 6,879.60
700480643	4	BUTTON MOD 12B	\$ 100.80	\$ 403.20
700501532	2	AVAYA B179 SIP CONF PHONE	\$ 728.00	\$ 1,456.00
700383375	4	9620/08/11 AND 94/9500 WALL MOUNT	\$ 16.20	\$ 64.80
<b>Total. Avaya Hardware &amp; Software:</b>				<b>\$ 17,073.92</b>

**Needville Service Center (3743 Schools Street) site**

Material Code	Qty	Description	Unit Price	Extended Price
259401	1	MEDIA ENCRYPTION R6+/MB1	\$ -	\$ -



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263256	55	AVAYA AURATM SE R6 MV/UPLFT ENT LIC	\$ 44.80	\$ 2,464.00
269364	1	ENT ED R6 MGMT SITE ADMIN R6 LIC /E	\$ -	\$ -
269365	1	ENT ED R6 MGMT NTWK MGMT R6 LIC /E	\$ -	\$ -
269367	55	ENT ED R6 SM SIP CONN R6 LIC /E	\$ -	\$ -
269407	55	ENT ED R6 PS R6 LIC /E	\$ -	\$ -
269408	55	ENT ED R6 PS SFTW DWNLD R6 LIC /E	\$ -	\$ -
269423	55	ENT ED R6 B5800 SURV SIN R6 LIC /E	\$ -	\$ -
269424	55	ENT ED R6 B5800 SIP TRNK R6 LIC /E	\$ -	\$ -
270054	55	ENT ED R6 CMM R6 LIC /E	\$ -	\$ -
700500754	1	PROGNOSIS VOIP MONITORING R3 CD	\$ -	\$ -
269901	55	ENT ED UCE R6 ONE-X COMM R6 LIC /E	\$ -	\$ -
269902	55	ENT ED UCE R6 AES UNFD DSK R6 LIC /E	\$ -	\$ -
269903	55	ENT ED UCE R6 AES DMCC R6 LIC /E	\$ -	\$ -
269904	55	ENT ED UCE R6 EC500 SM R9 LIC /E	\$ -	\$ -
269905	55	ENT ED UCE R6 ONE-X PRTL R5 LIC /E	\$ -	\$ -
269906	55	ENT ED UCE R6 ONE-X CES R6 LIC /E	\$ -	\$ -
700480643	1	BUTTON MOD 12B	\$ 100.80	\$ 100.80
700383326	18	96XX RPLCMNT LINE CORD	\$ 4.48	\$ 80.64
700480593	18	IP PHONE 9611G	\$ 254.80	\$ 4,586.40
<b>Total Avaya Hardware &amp; Software:</b>				<b>\$ 7,231.84</b>

### Avaya Software Support

- **Software Support Plus Upgrades (year 1 of 3 year contract)**

Please note the following **Software Support Plus Upgrades** agreement is a **THREE (3) YEAR AGREEMENT** with Avaya, but the price quoted includes only **one (1) year of support** from Avaya. Additional years (year 2 and year 3) will be billed by DataVox annually, approximately eleven and twenty-three months after installation.

Material Code	Qty	Description	Unit Price	Extended Price
<b>Licenses moved from Tax Office system:</b>				
219654	105	SSU AURA R6 EE U/M/101-1K N AN	\$ 21.10	\$ 2,215.50
<b>Licenses moved from Morton Street system:</b>				
219654	55	SSU AURA R6 EE U/M/101-1K N AN	\$ 21.10	\$ 1,160.50
<b>Licenses moved from Band Road system:</b>				
219654	152	SSU AURA R6 EE U/M/101-1K N AN	\$ 21.10	\$ 3,207.20
<b>Licenses moved from Crabb Service Center system:</b>				
219654	100	SSU AURA R6 EE U/M/101-1K N AN	\$ 21.10	\$ 2,110.00



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Licenses moved from Needville Service Center system:			
219654	55	SSU AURA R6 EE U/M/101-1K N AN	\$ 21.10
<b>Total. Software Support plus upgrades. Year 1 (of 3) all licenses:</b>			<b>\$ 1,160.50</b>

## Knowledge Transfer

DataVox will provide materials for training End users in the common usage of the Avaya telephone sets and Avaya Aura Messaging application as a part of this project. Fort Bend IT personnel will be responsible for conducting the end user training and making the Fort Bend County personnel proficient in the daily use of the telephone sets and voicemail application.

## DataVox Professional Services

DataVox will provide professional services per this Scope of Work, including all project coordination, technical support, on-site and remote programming, hardware and software installation and “train the trainer” activities as outlined.

DataVox professional services are broken out on per site basis as follows:

Description	Extended Price
<b>Upgrade Servers at Data Center/Justice Center:</b>	\$ 9,875.00
<b>Deployment of equipment at Tax Office site:</b>	\$ 14,700.00
<b>Deployment of equipment at Morton Street site:</b>	\$ 2,900.00
<b>Deployment of equipment at Band Road site:</b>	\$ 19,100.00
<b>Deployment of equipment at Crabb Service Center site:</b>	\$ 11,700.00
<b>Deployment of equipment at Needville Service Center site:</b>	\$ 4,800.00
<b>Total. All Professional Services. all sites:</b>	<b>\$ 63,075.00</b>

## Project Plan

This project requires close communications between all parties involved in order to successfully meet the objectives of Fort Bend County in the timeframes outlines. Failure to meet those timelines will result in both operational and financial impacts to the County.

DataVox will develop a comprehensive, detailed project plan with dates, responsibilities and dependencies to encompass the deliverables in this SOW.

## Total cost

As detailed above, the cost elements of this project can be broken into the sub-parts:



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- a) Avaya hardware & software
- b) Avaya Software Support plus upgrade (three year contract – one year payable at the time of license upgrade); and
- c) DataVox Professional Services.

The total project is summarized as follows:

Site	Avaya H/W & S/W	SSU	DataVox Pro Services	Total
<b>Data Center/Justice Center:</b>	\$ -	\$ -	\$ 9,875.00	\$ 9,875.00
<b>Tax Office:</b>	\$ 21,353.76	\$ 2,215.50	\$ 14,700.00	\$ 38,269.26
<b>Morton Street:</b>	\$ 4,281.28	\$ 1,160.50	\$ 2,900.00	\$ 8,341.78
<b>Band Road</b>	\$ 27,394.56	\$ 3,207.20	\$ 19,100.00	\$ 49,701.76
<b>Crabb Service Center:</b>	\$ 17,073.92	\$ 2,110.00	\$ 11,700.00	\$ 30,883.92
<b>Needville Service Center:</b>	\$ 7,231.84	\$ 1,160.50	\$ 4,800.00	\$ 13,192.34
<b>Total All sites:</b>	<b>\$ 77,335.36</b>	<b>\$ 9,853.70</b>	<b>\$ 63,075.00</b>	<b>\$ 150,264.06</b>

## Project Deliverables

DataVox will coordinate a project wrap up meeting after completion of the project. The project wrap-up meeting will be used to review the project success and discuss lessons learned. DataVox will provide the following project deliverables at this time:

- Provide deployment documentation for the Avaya systems provided as part of this project at the completion of the implementation;
- Provide as built documentation that details the network configuration for all devices deployed as part of this project; and
- Provide project summary and technical knowledge transfer as part of project hand off.

## Project Management Services

Within the scope of work, it is assumed that DataVox's project coordinator will provide and maintain a project schedule and manage all tasks conducted by DataVox (or DataVox subcontractors), including:

- DataVox will provide a Microsoft Project schedule;
- DataVox will work with Fort Bend County on a testing and go live time line which will be included in the project plan;
- Coordinate, monitor and manage tasks throughout the project and make adjustments as necessary to achieve project goals on schedule; and



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- Communicate any changes to Fort Bend County that will impact the completion of any task on the project plan.

## Out of Scope Tasks

Any item or task *not specifically enumerated* in this document will be considered outside the scope of this project and will be billable by DataVox as the rates shown below when proposed by DataVox and authorized by Fort Bend County in writing. No other charges will be allowed and no other services, items or tasks will be performed under this Agreement.

This scope is intended to cover the deployment of the Avaya equipment itemized within this document and **excludes** the following:

- Installation or programming of any equipment provided by Fort Bend County or procured from a vendor other than DataVox;
- Resolving interoperability issues with other vendors not acting as a sub-contractor to DataVox;
- Any engineering, or re-engineering, of existing equipment – whether previously supplied by DataVox or another vendor;
- Any re-installation, relocation or modification of previously installed equipment, conduit, cable rack(s) or fiber duct(s);
- Coordination of the installation of cabling or inside wiring at any of the Fort Bend County facilities;
- Testing for network-wide integration of the Fort Bend County network;
- Removal and disposal of any previously installed Fort Bend County owned equipment or cabling unless specifically outlined in this Scope of Work;
- Performing any work requiring an electrician;
- Any operating system patches or anti-virus software installation not specifically outlined in this Scope of Work;
- Any modification to existing Fort Bend County customized applications or 3<sup>rd</sup> party vendor solutions;
- Network issues, such as bandwidth, static, call quality (except as related to the equipment specified in this Scope of Work), packet loss, jitter, delay, etc.; and
- Any additional functionality not specifically outlined in this Scope of Work.

## Fort Bend County Responsibilities

In order to meet the deadlines of this project, it is vital that all parties work together towards the mutual goal of a successful project. While many of the tasks, as outlined, are the responsibility of DataVox, the project cannot be successful without the full support and participation of the Fort Bend County Information Systems department and County employees.

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Specifically, Fort Bend County is responsible to:

- Designate a single point of contact (SPOC) for DataVox. This individual will have a thorough understand of the requirements of the County in an overall sense, the specific goals of this project, the technical environment and the responsibilities outlined in this Scope of Work. Additionally, this individual will be authorized to make binding decisions on behalf of Fort Bend County and authorize additional work, which may result in additional fees as outlined in this document;
- Complete forms and questionnaires in a timely manner as required by DataVox and sub-contractors working on behalf of DataVox;
- Provide accurate and current topology maps of the Wide Area Network (WAN) and Local Area Network (LAN) infrastructure;
- Provide dialing plans, numbering schemes and required call routing information;
- Provide access to all part of Fort Bend's network that are within the scope of this project, as required for the delivery of services in this Scope of Work;
- Provide network information as required by DataVox project team to ensure deployment of equipment can be done in accordance with industry standards;
- Provide end point IP addresses, VLAN assignments for trusted and un-trusted networks, port assignments and gateway IP addressing for edge routers at each location;
- Provide sufficient IP address space for Primary and Secondary utility addresses (network interface) for DataVox-deployed devices;
- Conduct subscriber mailbox data gathering in accordance with DataVox provided instructions;
- Provide scripts for Automated Attendant, custom announcements and caller applications (if applicable);
- Participate in weekly project meetings and provide notification to DataVox on any changes that will impact the completion of any task on the project plan;
- Provide input to DataVox project team and approve the schedule PRIOR to the implementation phase of the project;
- Provide all power, heat and cooling in the equipment rooms as specified by Avaya/DataVox;
- Provide all network cabling (horizontal and station cabling) outside of the equipment room;
- Provide backbone (riser) cabling as required;
- Ensure participation of Fort Bend County employees in database gathering and training as requested by the DataVox project team;
- Provide a safe, clean and secure workplace free from interference for DataVox employees;
- Provide on-site parking and access to facilities for DataVox employees;



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- Provide secure on-site storage for all equipment, tools and devices belonging to DataVox for the duration of the project;
- Provide feedback to DataVox regarding any requirements of the project that have not been completed to the satisfaction of Fort Bend IT department within a reasonable amount of time; and
- Accept the installation of the equipment without unreasonable delay after notification by DataVox that the project has been completed.

### Project Cost

The entire project cost, including the equipment and DataVox Professional Services to perform the Scope of work as defined herein will cost **\$ 150,264.06.**

Additional work performed outside of this Scope of Work, will be billable to Fort Bend County at DataVox's current labor rates. No work shall be performed by DataVox until and unless it is authorized in advance by Fort Bend County in writing. Any work performed by DataVox without the explicit, written authorization by Fort Bend County, will not be billable.

Alternatively, Fort Bend County may elect to purchase in advance a block of prepaid hours to be used for work to be performed by DataVox personnel not explicitly outlined in this Scope of Work. In that case, the written authorization by Fort Bend County personnel will enable DataVox to "deduct" the number of hours from the total block of hours purchased and available.

### ADDITIONAL HOURLY BILLING PROCESS Prepaid hours will be used at the following rate:

	STANDARD HOURS	AFTER-HOURS*	WEEKENDS*	HOLIDAYS*
Hours	M-F 8 a.m. to 5 p.m. (CST)	M-F 5 p.m. to 8 am. (CST) *	All Days & Hours*	All Days & Hours*
Hourly Rate	\$165 / hr.	1½ hr. / hr. worked*	2 hr. / hr. worked*	2 hr. / hr. worked*
Onsite Bill Rate	(1 hr. minimum) 1 hr. increments	(2 hr. minimum) * 1 hr. increments	(2 hr. minimum)* 1 hr. increments	(4 hr. minimum)* 1 hr. increments
Remote Bill Rate	(½ hr. minimum) ½ hr. increments	(1 hr. minimum)* ½ hr. increments	(2 hr. minimum) * 1 hr. increments	(4 hr. minimum)* 1 hr. increments
Hours	M-F 8 a.m. to 5 p.m. (CST)	M-F 8 a.m. to 5 p.m. (CST) *	All Days & Hours*	All Days & Hours*

\* THE HOURLY MINIMUMS LISTED FOR AFTER-HOURS, WEEKENDS AND HOLIDAYS ARE FOR HIGH PRIORITY, EMERGENCY SERVICE ONLY. Scheduled support outside of listed standard hours may vary from the above minimums. Resource availability and scheduling for non-emergency after-hours, weekend and holiday support is provided at the sole discretion of DataVox.



# Fort Bend County VoIP Upgrades – Scope of Work

\*\*\*\*\* PLEASE NOTE THAT THE PRICING, TERMS AND CONDITIONS OF THE DATAVOX CONTRACT WITH STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES (CONTRACT NUMBER DIR-SDD-1513) APPLY TO THIS PURCHASE. THE FOLLOWING DATAVOX TERMS AND CONDITIONS APPLY ONLY WHERE THE DIR CONTRACT IS SILENT; THE TERMS OF THE DIR CONTRACT GOVERN IN THE EVENT OF A CONFLICT. \*\*\*\*\*

## Terms and Conditions

### Purchase Orders and Limitations of Warranties.

Any purchase order submitted by FORT BEND COUNTY in connection with this SOW shall be deemed subject to the terms of this SOW; DataVox's performance of such purchase order shall not constitute DataVox's acceptance of new or different terms, including pre-printed terms on such order. DataVox shall invoice FORT BEND COUNTY for services in accordance with the terms stated in the SOW. FORT BEND COUNTY shall pay all taxes, except for taxes due on DataVox's net income. DataVox warrants that services shall be provided by competent personnel in accordance with applicable professional standards. DataVox MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FORT BEND COUNTY acknowledges that DataVox, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with services performed hereunder; any DataVox software provided to FORT BEND COUNTY as part of the services provided shall be subject to the vendor's copyright and licensing policy. To the extent such software is prepared by DataVox, it is provided by nontransferable, nonexclusive license for FORT BEND COUNTY's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. FORT BEND COUNTY shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.

### Work Hours

DataVox has priced the professional service proposal assuming that all work will be done during normal business hours which DataVox defines as Monday – Friday, 8am – 5pm, excluding holidays. DataVox has accounted for two after hours activities which includes the system go live of the network and communication system. These project milestone activities can be scheduled outside of normal business hours Monday – Friday, excluding holidays. The start time for this activity can be scheduled to start no later than 7pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs. Scheduling and availability of resources outside of normal business hours is not guaranteed.

### Non-Solicitation of Employees

Customer agrees not to hire or otherwise solicit employment of any DataVox employee for a period of two (2) years after the date of this agreement. Customer agrees that the damages to DataVox for any breach of this section will be substantial, but difficult to ascertain. Accordingly, if Customer breaches this agreement, it shall pay to DataVox an amount equal to the annual compensation of the DataVox employee solicited or hired, which amount shall be paid as liquidated damages, as a good faith effort to estimate the fair, reasonable and actual damages to DataVox, and not as a penalty.



# Fort Bend County VoIP Upgrades – Scope of Work

Nothing in this agreement shall be construed to prohibit DataVox from pursuing any other available rights or remedies it may have against the employee.

## **Virus Protection**

Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that DataVox, Inc shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

## **Data Back-Up**

Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of databases. DataVox assumes no responsibility for retaining a system backup or ensuring that standard system back up procedures are in place or operational. FORT BEND COUNTY is responsible for maintaining its own procedures for the reconstruction of lost or altered files, backup or saving of data or programs to the extent deemed necessary by FORT BEND COUNTY and for actually reconstructing any lost or altered files, data or programs. DataVox assumes no responsibility for the protection of FORT BEND COUNTY's data. DataVox is not liable for damage to software or data caused by service to the computer hardware equipment. FORT BEND COUNTY agrees that it shall have the sole responsibility for safeguarding the software and data during service work performed by DataVox. DataVox is not liable for software damage due to any outside factor, i.e. software virus.

## **Force Majeure, Choice of Law and Venue**

Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority. This SOW and all matters relating thereto shall be governed exclusively by the substantive law of the State of Texas and any dispute relating directly or indirectly to this SOW or any other contract or agreement between the parties shall be brought in a court of competent jurisdiction in Harris and Fort Bend County, Texas, that being the exclusive venue for any dispute between or any claims held by any of the parties to this SOW.

## **Miscellaneous**

This SOW constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof. This SOW shall not be amended or modified except by written instrument signed by the parties.

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT FOR PRODUCTS AND RELATED SERVICES**

**DataVox, Inc.**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and DataVox, Inc. (hereinafter "Vendor"), with its principal place of business at 2000 W. Sam Houston Parkway S., 9<sup>th</sup> Floor, Houston, Texas 77042.

**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-SDD-TMP-153, on December 18, 2009, for Data Communications & Telecommunications Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-153 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Avaya Service Agreement; Appendix D1, Sagem-Interstar Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-153, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-153, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix D1, 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 term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

**3. Product and Service Offerings**

**A. Products**

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

**B. Services**

Services available under this Contract are limited to those services specifically related to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

**A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

**B. Customer Discount**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Customer Discount includes the DIR administrative Fee specified in Section 5.

**C. Customer Price**

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

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

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 are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

**D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**E. Shipping and Handling Fees**

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

**F. Tax-Exempt**

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

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**H. Changes to Prices**

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

**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 one and one quarter percent (1.25%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$1,250.

**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. 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:

Sherry Parks, Director  
Contracting & Procurement Services  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Facsimile: (512) 475-4759  
Email: [sherry.parks@dir.state.tx.us](mailto:sherry.parks@dir.state.tx.us)

If sent to the Vendor:

Neil Ferguson  
DataVox, Inc.  
2000 W. Sam Houston Parkway S. 9<sup>th</sup> Floor  
Houston, Texas 77042  
Phone: (713) 881-7107  
Facsimile: (713) 881-7203  
Email: [neil@datavox.net](mailto:neil@datavox.net)

**7. Software License and Service Agreements**

**A. Shrink/Click-wrap License Agreement**

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

**B. Service Agreement**

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendix D and D1 of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**8. Intellectual Property Matters**

**A. Definitions**

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

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

Vendor Contract No. \_\_\_\_\_

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 not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

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

**B. Ownership.**

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

**C. Further Actions.**

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

**D. Waiver of Moral Rights.**

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

**E. Confidentiality.**

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

**F. Injunctive Relief.**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor

acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

**G. Return of Materials Pertaining to Work Product.**

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

**H. Vendor License to Use.**

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

**I. Third-Party Underlying and Derivative Works.**

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

**J. Agreement with Subcontracts.**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this

Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

**K. License to Customer.**

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

**L. Vendor Development Rights.**

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

**9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions.

**(Intentionally left blank)**

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

**DataVox, Inc.**

Authorized By: Signature on File

Name: Steve Ferguson

Title: President

Date: 9/9/10

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

Authorized By: Signature on File

Name: Cindy Reed

Title: Deputy Executive Director  
Operations & Statewide Technology Sourcing

Date: 9/10/10

Legal: cjk 9/10/10

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

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

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

**1. Contract Scope**

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

**2. No Quantity Guarantees**

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

**3. Definitions**

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

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

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- B. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- C. CPA** – refers to the Texas Comptroller of Public Accounts
- D. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. 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.
- E. 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.
- F. Purchase Order** - the Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- G. State** – refers to the State of Texas.

**4. General Provisions**

**A. Entire Agreement**

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

**B. Modification of Contract Terms and/or Amendments**

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

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

**C. Invalid Term or Condition**

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

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

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valid and in full force and effect.

**D. Assignment**

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

**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 Order Fulfiller shall survive expiration or termination of the Contract.

**F. Choice of Law**

The laws of the State of Texas shall govern the construction and interpretation of the Contract. 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 of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

**5. Product Terms and Conditions**

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

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

2) Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible

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Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

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

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

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

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

**6. Contract Fulfillment and Promotion**

**A. Service, Sales and Support of the Contract**

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

**B. Use of Order Fulfillers**

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

**1) Designation of Order Fulfillers**

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State’s Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor

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shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

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

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

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

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

**2) Changes in Order Fulfiller List**

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

**3) Order Fulfiller Pricing to Customer**

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

**C. Product Warranty and Return Policies**

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

**D. Customer Site Preparation**

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

**E. Internet Access to Contract and Pricing Information**

**1) Vendor Website**

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract

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which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Go DIRECT program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

**2) Accurate and Timely Contract Information**

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

**3) Website Compliance Checks**

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

**4) Website Changes**

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to 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 termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

**5) Use of Access Data Prohibited**

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

**6) Responsibility for Content**

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

**F. DIR Logo**

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when

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displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

**G. Vendor and Order Fulfiller Logo**

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

**H. Trade Show Participation**

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

**I. Orientation Meeting**

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

**J. Performance Review Meetings**

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

**K. DIR Cost Avoidance**

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

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**7. Purchase Orders, Invoices, and Payments**

**A. Purchase Orders**

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

**B. Invoices**

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

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

**C. Payments**

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

**8. Contract Administration**

**A. Contract Administrators**

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

**1) State Contract Administrator**

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

**2) Vendor Contract Administrator**

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

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**B. Reporting and Administrative Fees**

**1) Reporting Responsibility**

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

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

**2) Detailed Monthly Report**

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR Go DIRECT E-Mail Box at [GoDirect.Sales@dir.state.tx.us](mailto:GoDirect.Sales@dir.state.tx.us). Reports are due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

**3) Historically Underutilized Businesses Subcontract Reports**

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

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

**4) DIR Administrative Fee**

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The administrative fee is specified in Section 5 of the Contract. Payment of the administrative fee shall be due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period.

b) Vendor shall reference the DIR Contract number 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

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late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

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

**C. Records and Audit**

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

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

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to DIR, including the compliance checks designated by DIR, the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall

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be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to DIR staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check.

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

**D. Contract Administration Notification**

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

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

**9. Vendor Responsibilities**

**A. Indemnification**

**1) 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 AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**2) 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

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service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) 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.

**3) Independent Contractor**

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

**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. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 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, ASSIGNEES, AND/OR DESIGNEES

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FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS 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 THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**C. Vendor Certifications**

Vendor certifies that it and its designated Order Fulfillers: (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 of Texas 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 of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) 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) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328; (x) Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas; (xi) Vendor certifies that they are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency; (xii) Vendor represents and warrants that the Customer's payment to Vendor and Vendor's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and (xiii) under Section

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2155.006, Government Code, Vendor certifies that the individual or business entity 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. In addition, Vendor acknowledges the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

**D. Ability to Conduct Business in Texas**

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

**E. Equal Opportunity Compliance**

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

**F. Use of Subcontractors**

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

**G. Responsibility for Actions**

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.

**H. Confidentiality**

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

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

**I. Security of Premises, Equipment, Data and Personnel**

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

**J. Background and/or Criminal History Investigation**

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

**K. Limitation of Liability**

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, 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 patent, trademark, or copyright infringement.

**L. Overcharges**

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

**M. Prohibited Conduct**

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order

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Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

**N. Required Insurance Coverage**

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

**1) Commercial General Liability**

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:

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

**2) Workers' Compensation Insurance**

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

**3) Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for

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bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

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

**O. Use of State Property**

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

**P. Immigration**

Vendor shall comply with the requirements of 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 1996 Act., who will perform any labor or services under this Contract.

**Q. Public Disclosure**

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

**R. Substitutions**

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

**10. Contract Enforcement**

**A. Enforcement of Contract and Dispute Resolution**

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

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not

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inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

**B. Termination**

**1) Termination for Non-Appropriation**

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers.

**2) Absolute Right**

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

**3) Termination for Convenience**

DIR or Vendor 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 if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

**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. 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**

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Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above. The non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

**5) Customer Rights Under Termination**

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

**6) Vendor or Order Fulfiller Rights Under Termination**

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

**C. Force Majeure**

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

**11. Notification**

**A. Notices**

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

**B. Handling of Written Complaints**

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

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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

**12. Captions**

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

**From:** Stewart, Paul  
**To:** Canty, Danita; Reveles, Mary  
**Subject:** RE: Please review and advise - IT Datavox  
**Date:** Tuesday, September 04, 2012 4:42:07 PM

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Danita,

The agreement is approved as to legal form. Please note, the agreement includes a commitment to purchase three years of software support. However, the contract price only includes Year 1. Years 2 and 3 will be billed eleven and twenty-three months after installation respectively.

Please feel free to contact me if you have any questions.

Thanks.

Paul J. Stewart  
Assistant County Attorney  
Chief- General Counsel Division  
Fort Bend County  
301 Jackson Street, Suite 728  
Richmond, Texas 77469  
Telephone No. 281-341-4555  
Fax No. 281-341-4557  
paul.stewart@co.fort-bend.tx.us

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**From:** Canty, Danita  
**Sent:** Tuesday, September 04, 2012 3:47 PM  
**To:** Stewart, Paul; Reveles, Mary  
**Subject:** Please review and advise - IT Datavox

Danita R. Canty  
Fort Bend County - Buyer 1  
281-341-8648 phone  
281-341-8645 fax

"A strong woman masters others, a wise woman masters self"

**\*\*\*NOTICE\*\*\***

As of **October 1st** all quote opportunities will be done through our Supplier Portal. When an event (**quote request**) is created that matches the commodity code you select, an email notification will be sent with the options to review or respond to the event. Please see link below for registration:

<https://fbclawpvendor.co.fort-bend.tx.us/procurement/SourcingSupplier/controller.servlet?dataarea=procurement&context.session.key.SupplierGroup=1>

If you have questions regarding the registration process please see link:

<http://www.co.fort-bend.tx.us/upload/images/purchasing/SupplierRegistrationGuide.pdf>

Please see below link for a list of commodity codes associated with registration by this being correct it will insure that you are properly notified of opportunities on the Supplier Portal.

<http://www.co.fort-bend.tx.us/upload/images/purchasing/SupplierRegistrationGuide.pdf>