

**MASTER ORDER
TEXAS DIVISION OF EMERGENCY MANAGEMENT
AUSTIN, TEXAS**

Vendor: <i>ESI Acquisition, Inc</i> <i>235 Peachtree Street NE Ste 2300</i> <i>Atlanta, GA 30303</i> <i>Phone – 203-491-8650</i> <i>Oliver Oetterer. oliver.oetterer@juvare.com</i>

Billing Address: Texas Division of Emergency Management TDEM Fiscal Office 1033 La Posada Dr. Austin, TX 78761 <i>Send Invoices to: apinvoices@tamu.edu</i>
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This Master Order shall be effective as of December 18, 2019 and pertains to all goods and/or services covered by TDEM AggieBuy Contract # C2020-1518.

This document is **NOT** considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis.

CONTRACT NOT TO EXCEED \$1,000,000.00

1. Vendor shall provide goods and/or services as designated on attached specifications, terms and conditions as stated in Invitation-to-Bid #28-ITAV-ITB-1744, and any addenda thereto, are all made a part hereof and collectively evidence and constitute Texas A&M University AggieBuy Contract # C2020-1518.

2. Delivery Information:

Texas Division of Emergency Management Attn: <i>Bradley Jacobs</i> <i>Room Ste 150</i> <i>1033 La Posada Dr</i> <i>Austin, TX 78752</i>
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3. Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later. Vendor shall submit one copy of an itemized invoice referencing the AggieBuy Contract number and any departmental issued purchase order number. Owner will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
4. Term: The term of this Master Order shall be from December 18, 2019 through August 31, 2020. This Master Order may be renewed four (4) additional years, one (1) year at a time, if mutually



5. Freight Terms: FOB Destination, Freight Prepaid and Allowed
6. Changes: Any changes to the Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below.
7. Insurance: Vendor shall provide the Texas A&M Purchasing Agent listed below certificates of insurance as required in the specifications prior to performing work on campus.
8. Tax Exemption: The State of Texas is exempt from all Federal Excise Taxes. Texas Division of Emergency Management is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M.
9. The laws of the State of Texas shall govern this Master Order.

<p><i>David Kirk, C.P.M.</i> Phone – 979-862-5990 dmkirk@tamu.edu</p>
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By: *David Kirk, C.P.M. Buyer TCTS*
Purchasing Agent for TDEM

Master Order for entire WebEOC Catalog from ESI / Juvare

1. TDEM's current End User License Agreement shall remain in effect.
2. Quantity listed in this document is an estimate only. There will be no guarantee of purchase.
3. Orders for Software Licenses, Maintenance or Configuration will be placed on an as-needed basis, referencing this master order number.

See below ten (10) pages for entire catalog of items with prices.

C2020-1518
WEB EOC
Pricing

Contract Item	Catalog Number	Description	Packaging (UOM)	Price	Category Name
1	100-S-CORE-1	WebEOC Core (2 Admin, 50 Users) Subscription	EA	\$ 10,000.00	System and system component administration services
2	100-S-CORE-2	WebEOC Core (3 Admin, 75 Users) Subscription	EA	\$ 15,300.00	System and system component administration services
3	100-S-ENT-NEW	WebEOC Enterprise New (5 Admin, 10 Sub-Admin, 750 Users) Subscription	EA	\$ 62,275.00	System and system component administration services
4	100-S-ENT-NOF	WebEOC Enterprise New without Fusion (5 Admin, 10 Sub-Admin, 750 Users) Subscription	EA	\$ 48,500.00	System and system component administration services
5	100-S-ENT-UNF	WebEOC Enterprise Upgrade without Fusion Subscription	EA	\$ 27,500.00	System and system component administration services
6	100-S-ENT-UPG	WebEOC Enterprise Upgrade Subscription	EA	\$ 40,000.00	System and system component administration services
7	100-S-NMAS-1	WebEOC - NMAS Subscription **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	System and system component administration services
8	100-S-PRO-1	WebEOC Professional (3 Admin, 250 Users) Subscription	EA	\$ 25,500.00	System and system component administration services
9	100-T-CORE-1	WebEOC Core (2 Admin, 50 Users) **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Content management software
10	100-T-CORE-2	WebEOC Core (3 Admin, 75 Users) **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Content management software
11	100-T-ENT-NEW	WebEOC Enterprise New (5 Admin, 10 Sub-Admin, 750 Users)	EA	\$ 165,000.00	Content management software
12	100-T-ENT-NOF	WebEOC Enterprise New without Fusion (5 Admin, 10 Sub-Admin, 750 Users)	EA	\$ 145,000.00	Content management software
13	100-T-ENT-UNF	WebEOC Enterprise Upgrade without Fusion	EA	\$ 79,000.00	Content management software
14	100-T-ENT-UPG	WebEOC Enterprise Upgrade	EA	\$ 115,000.00	Content management software
15	100-T-PRO-1	WebEOC Professional (3 Admin, 250 Users)	EA	\$ 75,000.00	Content management software
16	101-ECM-HTML	External Content Manager - HTML Exporter	EA	\$ 11,000.00	Content management software
17	101-M-MECF-1	WebEOC Mobile Enabled Custom Form	EA	\$ 2,000.00	Content management software
18	101-M-MECF-1-Sub	WebEOC Mobile Enabled Custom Form Subscription	EA	\$ 2,000.00	System and system component administration services
19	101-S-AC-1	Air and Cruise Subscription	EA	\$ 2,550.00	System and system component administration services
20	101-S-AF-1	Advanced File Library Subscription	EA	\$ 3,300.00	System and system component administration services
21	101-S-AGIS-1	ArcGIS Extension Subscription	EA	\$ 6,600.00	System and system component administration services
22	101-S-AU-1	Active Users Subscription	EA	\$ 3,300.00	System and system component administration services
23	101-S-BDM-1	Board Data Manager Subscription	EA	\$ 5,500.00	System and system component administration services
24	101-S-BS-1	Board Scheduler Subscription	EA	\$ 3,300.00	System and system component administration services
25	101-S-CM-1	Contacts Manager Subscription	EA	\$ 5,500.00	System and system component administration services
26	101-S-CMSP-1	Comprehensive Module Subscription Plan	EA	\$ 20,400.00	System and system component administration services
27	101-S-CSUF-1	Comprehensive Module Subscription Plan - Module Set Up Fee	EA	\$ 850.00	System and system component administration services

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Contract Item	Catalog Number	Description	Packaging (UOM)	Price	Category Name
28	101-S-DB-1	Dashboard Subscription	EA	\$ 3,300.00	System and system component administration services
29	101-S-DR-1	Duty Roster Subscription	EA	\$ 5,500.00	System and system component administration services
30	101-S-ECM-HTML	External Content Manager - HTML Exporter Subscription	EA	\$ 5,500.00	System and system component administration services
31	101-S-ECN-EMAIL	External Content Manager - Email Importer Subscription	EA	\$ 5,500.00	System and system component administration services
32	101-S-FUS-1	Fusion Subscription	EA	\$ 31,375.00	System and system component administration services
33	101-S-IEICS-1	Subscription - eICS Interface	EA	\$ 6,600.00	System and system component administration services
34	101-S-IEMR-1	Subscription - EMResource Interface	EA	\$ 6,600.00	System and system component administration services
35	101-S-IEMT-1	Subscription - EMTrack Interface	EA	\$ 6,600.00	System and system component administration services
36	101-S-MAP-1	Maps Add-On Subscription	EA	\$ 8,675.00	System and system component administration services
37	101-S-MM-1	Messages manager Subscription	EA	\$ 5,500.00	System and system component administration services
38	101-S-NFN-1	Notifications Subscription	EA	\$ 5,500.00	System and system component administration services
39	101-S-NPI-1	WebEOC Non-Production Instance Subscription	EA	\$ 5,000.00	System and system component administration services
40	101-S-NPI-ENT	WebEOC Enterprise Non-Production Instance Subscription	EA	\$ 16,500.00	System and system component administration services
41	101-S-RRDM-1	Resource Request and Deployment Manager Subscription	EA	\$ 8,675.00	System and system component administration services
42	101-S-SCP-1	Surge Capacity Plan Subscription	EA	\$ 6,000.00	System and system component administration services
43	101-S-SSO-1	SiSingle Sign On for Active Directory and SAML Subscription	EA	\$ 5,500.00	System and system component administration services
44	101-S-TCC-1	Telephone Call Center Subscription	EA	\$ 2,550.00	System and system component administration services
45	101-S-UB-ADMIN	WebEOC User Bundle (10 Sub-Admin) Subscription	EA	\$ 2,000.00	System and system component administration services
46	101-S-UB-USERS	WebEOC User Bundle (1 Admin, 250 Users) Subscription	EA	\$ 5,000.00	System and system component administration services
47	101-S-UI-1	User Importer Subscription	EA	\$ 3,300.00	System and system component administration services
48	101-T-AC-1	Air and Cruise	EA	\$ 7,500.00	Content management software
49	101-T-AFL-1	Advanced File Library	EA	\$ 6,600.00	Content management software
50	101-T-AGIS-1	ArcGIS Extension	EA	\$ 13,200.00	Content management software
51	101-T-AU-1	Active Users	EA	\$ 6,600.00	Content management software
52	101-T-BDM-1	Board Data Manager	EA	\$ 11,000.00	Content management software
53	101-T-BS-1	Board Scheduler	EA	\$ 6,600.00	Content management software
54	101-T-CM-1	Contacts Manager	EA	\$ 11,000.00	Content management software

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55	101-T-DB-1	Dashboard	EA	\$ 6,600.00	Content management software
56	101-T-DR-1	Duty Roster	EA	\$ 11,000.00	Content management software
57	101-T-DR-CORE	WebEOC Core Disaster Recovery	EA	\$ 5,000.00	Content management software
58	101-T-DR-PRO	WebEOC Professional Disaster Recovery	EA	\$ 10,000.00	Content management software
59	101-T-ECM-EMAIL	External Content Manager - Email Importer	EA	\$ 11,000.00	Content management software
60	101-T-FSSO-1	Fusion Single Sign On for Active Directory	EA	\$ 11,000.00	Content management software
61	101-T-FUS-1	Fusion	EA	\$ 92,275.00	Content management software
62	101-T-ICP-1	CAC/PKI Interface	EA	\$ 13,200.00	Content management software
63	101-T-IEICS-1	eISC Interface	EA	\$ 13,200.00	Content management software
64	101-T-IEMR-1	EMResource Interface	EA	\$ 13,200.00	Content management software
65	101-T-IEMT-1	EMTrack Interface	EA	\$ 13,200.00	Content management software
66	101-T-MAP-1	Maps Add-On	EA	\$ 25,575.00	Content management software
67	101-T-MM-1	Messages Manager	EA	\$ 11,000.00	Content management software
68	101-T-NFN-1	Notifications	EA	\$ 11,000.00	Content management software
69	101-T-NPI-1	WebEOC Non-Production Instance	EA	\$ 7,500.00	Content management software
70	101-T-NPI-ENT	WebEOC Enterprise Non-Production Instance	EA	\$ 16,500.00	Content management software
71	101-T-RRDM-1	Resource Request and Deployment Manager	EA	\$ 25,575.00	Content management software
72	101-T-SCP-1	Surge Capacity Plan	EA	\$ 12,000.00	Content management software
73	101-T-SSO-1	Single Sign On for Active Directory and SAML	EA	\$ 11,000.00	Content management software
74	101-T-TCC-1	Telephone Call Center	EA	\$ 7,500.00	Content management software
75	101-T-UB-ADMIN	WebEOC User Bundle (10 Sub-Admin)	EA	\$ 3,500.00	Content management software
76	101-T-UB-USERS	WebEOC User Bundle (1 Admin, 250 Users)	EA	\$ 7,500.00	Content management software
77	101-T-UI-1	User Importer	EA	\$ 6,600.00	Content management software
78	102-P-LEG	WebEOC Professional Unlimited Perpetual Software Maintenance	YR	\$ 9,900.00	Content management software maintenance
79	102-T-AC-1	Air and Cruise Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
80	102-T-AFL-1	Advanced File Library Software Maintenance	YR	\$ 990.00	Content management software maintenance
81	102-T-AGIS-1	ArcGIS Extension Software Maintenance	YR	\$ 1,980.00	Content management software maintenance

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82	102-T-AU-1	Active Users Software Maintenance	YR	\$ 990.00	Content management software maintenance
83	102-T-BDM-1	Board Data Manager Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
84	102-T-BS-1	Board Scheduler Software Maintenance	YR	\$ 990.00	Content management software maintenance
85	102-T-CM-1	Contacts Manager Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
86	102-T-CMCP-1	SS-CMCP-SOL, WebEOC Comprehensive Module Care Plan	YR	\$ 9,900.00	Content management software maintenance
87	102-T-Core-1	WebEOC Core (2 Admin, 50 Users) Software Maintenance **This is a custom product that can only be quoted after discussion with TDEM.	YR	\$ 1.00	Content management software maintenance
88	102-T-Core-2	WebEOC Core (3 Admin, 75 Users) Software Maintenance	YR	\$ 1.00	Content management software maintenance
89	102-T-DB-1	Dashboard Software Maintenance	YR	\$ 990.00	Content management software maintenance
90	102-T-DR-1	Duty Roster Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
91	102-T-DR-CORE	WebEOC Core Disaster Recovery Software Maintenance	YR	\$ 2,200.00	Content management software maintenance
92	102-T-DR-PRO	WebEOC Professional Disaster Recovery Software Maintenance	YR	\$ 2,200.00	Content management software maintenance
93	102-T-DT-ADV	Double-Take Advanced Software Maintenance	YR	\$ 1,100.00	Content management software maintenance
94	102-T-DT-STD	Double-Take Standard Software Maintenance	YR	\$ 770.00	Content management software maintenance
95	102-T-ECM-EMAIL	External Content Manager - Email Importer Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
96	102-T-ECM-HTML	External Content Manager - HTML Exporter Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
97	102-T-ENT-NEW	WebEOC Enterprise New (5 Admin, 10 Sub-Admin, 750 Users) Software Maintenance	YR	\$ 36,300.00	Content management software maintenance
98	102-T-ENT-NNF	WebEOC Enterprise New without Fusion (5 Admin, 10 Sub-Admin, 750 Users) Software Maintenance	YR	\$ 28,300.00	Content management software maintenance
99	102-T-ENT-UNF	WebEOC Enterprise Upgrade without Fusion Software Maintenance	YR	\$ 15,800.00	Content management software maintenance
100	102-T-ENT-UPG	WebEOC Enterprise Upgrade Software Maintenance	YR	\$ 23,000.00	Content management software maintenance
101	102-T-FSSO-1	Fusion Single Sign On for Active Directory Software Maintenance	YR	\$ 11,000.00	Content management software maintenance
102	102-T-FUS-1	Fusion Software Maintenance	YR	\$ 18,150.00	Content management software maintenance
103	102-T-ICP-1	CAC/PKI Interface Software Maintenance	YR	\$ 1,980.00	Content management software maintenance
104	102-T-IEICS-1	eICS Interface Software Maintenance	YR	\$ 1,980.00	Content management software maintenance
105	102-T-IEMR-1	EMResource Interface Software Maintenance	YR	\$ 1,980.00	Content management software maintenance
106	102-T-IEMT-1	EMTrack Interface Software Maintenance	YR	\$ 1,980.00	Content management software maintenance
107	102-T-MAP-1	Maps Add-On Software Maintenance	YR	\$ 5,627.00	Content management software maintenance
108	102-T-MCF-1	WebEOC Mobile Enabled Custom Form Software Maintenance **This is a custom product that can only be quoted after discussion with TDEM.	YR	\$ 1.00	Content management software maintenance

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Contract Item	Catalog Number	Description	Packaging (UOM)	Price	Category Name
109	102-T-MM-1	Messages Manager Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
110	102-T-NFN-1	Notifications Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
111	102-T-NPI-2	WebEOC Non-Production Instance Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
112	102-T-NPI-ENT	WebEOC Enterprise Non-Production Instance Software Maintenance	YR	\$ 3,630.00	Content management software maintenance
113	102-T-PRO-1	WebEOC Professional (3 Admin, 250 Users) Software Maintenance	YR	\$ 16,500.00	Content management software maintenance
114	102-T-RRDM-1	Resource Request and Deployment Manager Software Maintenance	YR	\$ 3,836.00	Content management software maintenance
115	102-T-SCM-1	Surge Capacity Plan Software Maintenance	YR	\$ 6,000.00	Content management software maintenance
116	102-T-SSO-1	Single Sign On for Active Directory and SAML Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
117	102-T-TCC-1	Telephone Call Center Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
118	102-T-UB-ADMIN	WebEOC User Bundle (10 Sub-Admin) Software Maintenance	YR	\$ 770.00	Content management software maintenance
119	102-T-UB-USERS	WebEOC User Bundle (1 Admin, 250 Users) Software Maintenance	YR	\$ 1,650.00	Content management software maintenance
120	102-T-UI-1	User Importer Software Maintenance	YR	\$ 990.00	Content management software maintenance
121	103-H-AC-1	WebEOC Air and Cruise ASP Hosting	EA	\$ 1,650.00	Co location service
122	103-H-ENT-750	WebEOC Enterprise (Up to 750 Users) ASP Hosting	EA	\$ 25,886.00	Co location service
123	103-H-EUB-250	WebEOC Enterprise User Bundle (250 Users) ASP Hosting	EA	\$ 5,500.00	Co location service
124	103-H-FUS-1	WebEOC Fusion ASP Hosting	EA	\$ 18,150.00	Co location service
125	103-H-MAP-1	WebEOC Maps Add-On ASP Hosting	EA	\$ 4,345.00	Co location service
126	103-H-NPI-PRO	WebEOC Professional Non-Production Instance ASP Hosting	EA	\$ 4,318.00	Co location service
127	103-H-PRO-250	WebEOC Professional (Up to 250 Users) ASP Hosting	EA	\$ 8,635.00	Co location service
128	103-H-PRO-500	WebEOC Professional (Up to 500 Users) ASP Hosting	EA	\$ 12,850.00	Co location service
129	103-H-PRO-750	WebEOC Professional (Up to 750 Users) ASP Hosting	EA	\$ 17,850.00	Co location service
130	103-H-RRDM-1	WebEOC Resource Request and Deployment Manager ASP Hosting	EA	\$ 1,320.00	Co location service
131	103-H-USERS-250	ASP Hybrid Hosting (Up to 250 Users)	EA	\$ 6,450.00	Co location service
132	103-H-USERS-500	ASP Hybrid Hosting (Up to 500 Users)	EA	\$ 11,450.00	Co location service
133	103-PRO-1000	WebEOC Professional (1000+ Users) ASP Hosting	EA	\$ 25,135.00	Co location service
134	103-R-ESUP-1	RAVE/WebEOC Extension Set Up	EA	\$ 1,500.00	Application implementation services
135	103-R-EXT-1	RAVE/WebEOC Extension Subscription	EA	\$ 2,500.00	System and system component administration services

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136	103-R-SA-1	RAVE Software Subscription	EA	\$ 35,000.00	System and system component administration services
137	103-R-SSUP-1	RAVE Software Set Up	EA	\$ 1,800.00	Application implementation services
138	103-T-DT-ADV	Double-Take Advanced	EA	\$ 5,000.00	Content management software
139	103-T-DT-STD	Double-Take Standard	EA	\$ 3,500.00	Content management software
140	104-P-GOL	Gold Supplemental Support Bundle	EA	\$ 29,775.00	System and system component administration services
141	104-P-PLA1	Platinum 1/4 Supplemental Support Bundle	EA	\$ 87,300.00	System and system component administration services
142	104-P-PLA2	Platinum 1/2 Supplemental Support Bundle	EA	\$ 154,500.00	System and system component administration services
143	104-P-PLA3	Platinum 1.0 Supplemental Support Bundle	EA	\$ 269,700.00	System and system component administration services
144	104-P-SIL	Silver Supplemental Support Bundle	EA	\$ 19,650.00	System and system component administration services
145	110-JXW-TCOR1	WebEOCx Powered by Juvare Exchange - Term Core (2 Admin, 50 users) Maintenance **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	System and system component administration services
146	110-JXW-TCOR2	WebEOCx Powered by Juvare Exchange - Term Core (3 Admin, 75 users) Maintenance **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	System and system component administration services
147	110-JXW-TENTNF	WebEOCx Powered by Juvare Exchange - Term Enterprise without Fusion (5 Admin, 10 Sub-Admin, 750 U...	EA	\$ 28,300.00	System and system component administration services
148	110-JXW-TPRO	WebEOCx Powered by Juvare Exchange - Term Professional (3 Admin, 250 Users) Maintenance	EA	\$ 16,500.00	System and system component administration services
149	111-JXW-SCOR1	WebEOCx Powered by Juvare Exchange - Subscription Core (2 Admin, 50 users)	EA	\$ 13,520.00	System and system component administration services
150	111-JXW-SCOR2	WebEOCx Powered by Juvare Exchange - Subscription Core (3 Admin, 75 users)	EA	\$ 18,820.00	System and system component administration services
151	111-JXW-SENTNF	WebEOCx Powered by Juvare Exchange - Subscription Enterprise without Fusion (5 Admin, 10 Sub-Admi...	EA	\$ 62,650.00	System and system component administration services
152	111-JXW-SPRO	WebEOCx Powered by Juvare Exchange - Subscription Professional (3 Admin, 250 Users)	EA	\$ 35,050.00	System and system component administration services
153	111-JXW-TCOR1	WebEOCx Powered by Juvare Exchange - Term Core (2 Admin, 50 users)	EA	\$ 21,520.00	System and system component administration services
154	111-JXW-TCOR2	WebEOCx Powered by Juvare Exchange - Term Core (3 Admin, 75 users)	EA	\$ 35,520.00	System and system component administration services
155	111-JXW-TENTNF	WebEOCx Powered by Juvare Exchange - Term Enterprise without Fusion (5 Admin, 10 Sub-Admin, 750 U...	EA	\$ 159,150.00	System and system component administration services
156	111-JXW-TPRO	WebEOCx Powered by Juvare Exchange - Term Professional (3 Admin, 250 Users)	EA	\$ 82,050.00	System and system component administration services
157	112-JXW-COR	Juvare Exchange - WebEOC Core	EA	\$ 5,280.00	System and system component administration services
158	112-JXW-ENT	Juvare Exchange - WebEOC Enterprise without Fusion	EA	\$ 21,225.00	System and system component administration services
159	112-JXW-PRO	Juvare Exchange - WebEOC Professional	EA	\$ 10,575.00	System and system component administration services
160	700-P-CORE-JXS	Professional Services - WebEOCx Powered by Juvare Exchange Core Subscription Implementation	EA	\$ 13,500.00	Application implementation services
161	700-P-CORE-OP	WebEOC Core On Prem Implementation	EA	\$ 3,500.00	Application implementation services
162	700-P-CORE-S	WebEOC Core Subscription Implementation	EA	\$ 3,500.00	Application implementation services

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Contract Item	Catalog Number	Description	Packaging (UOM)	Price	Category Name
163	700-P-DS-F	Dedicated Services - Full Time Dedicated Staff	EA	\$ 259,200.00	Application implementation services
164	700-P-DS-H	Dedicated Services - 1/2 Time Dedicated Staff	EA	\$ 144,000.00	Application implementation services
165	700-P-DS-Q	Dedicated Services - 1/4 Time Dedicated Staff	EA	\$ 76,800.00	Application implementation services
166	700-P-EPAR-1	Express Process & Architecture Review	EA	\$ 5,000.00	Application implementation services
167	700-P-ERP-1	Emergency Response Program - Daily Rate	EA	\$ 3,000.00	Application implementation services
168	700-P-INTER-1	Professional Service - Interface Implementation	EA	\$ 1,000.00	Application implementation services
169	700-P-JXW-1	Professional Services - Juvare Exchange for WebEOC Implementation	EA	\$ 10,000.00	Application implementation services
170	700-P-JXW-JXE	Professional Services - WebEOCx Powered by Juvare Exchange Subscription Implementation - Enhanced	EA	\$ 82,000.00	Application programming services
171	700-P-PAR-1	Process & Architecture Review	EA	\$ 25,000.00	Application implementation services
172	700-P-PMAC-1	WebEOC - On Prem Implementation - Air and Cruise	EA	\$ 11,000.00	Application implementation services
173	700-P-PMAFL-1	WebEOC - On Prem Implementation - Advanced File Library	EA	\$ 1,000.00	Application implementation services
174	700-P-PMAGE-1	WebEOC - On Prem Implementation - ArcGIS Extension	EA	\$ 4,000.00	Application implementation services
175	700-P-PMAU-1	WebEOC - On Prem Implementation - Active Users	EA	\$ 1,000.00	Application implementation services
176	700-P-PMBDM-1	WebEOC - On Prem Implementation - Board data Manager	EA	\$ 1,000.00	Application implementation services
177	700-P-PMBS-1	WebEOC - On Prem Implementation - Board Scheduler	EA	\$ 1,000.00	Application implementation services
178	700-P-PMCM-1	WebEOC - On Prem Implementation - Contacts Manager	EA	\$ 1,000.00	Application implementation services
179	700-P-PMDB-1	WebEOC - On Prem Implementation - Dashboard	EA	\$ 2,000.00	Application implementation services
180	700-P-PMDR-1	WebEOC - On Prem Implementation - Duty Roster	EA	\$ 2,000.00	Application implementation services
181	700-P-PMCEM-1	WebEOC - On Prem Implementation - External Content Manager - Email Importer	EA	\$ 2,000.00	Application implementation services
182	700-P-PMCEM-2	WebEOC - On Prem Implementation - External Content Manager - HTML Exporter	EA	\$ 2,000.00	Application implementation services
183	700-P-PMENPI-1	WebEOC - On Prem Implementation - Enterprise Non-Production Instance	EA	\$ 4,000.00	Application implementation services
184	700-P-PMF-1	WebEOC - On Prem Implementation - Fusion	EA	\$ 35,050.00	Application implementation services
185	700-P-PMFSSO-1	WebEOC - On Prem Implementation - Fusion SiSingle Sign On for Active Directory	EA	\$ 3,000.00	Application implementation services
186	700-P-PMMAO-1	WebEOC - On Prem Implementation - Maps Add-On	EA	\$ 4,000.00	Application implementation services
187	700-P-PMMM-1	WebEOC - On Prem Implementation - Messages Manager	EA	\$ 2,000.00	Application implementation services
188	700-P-PMN-1	WebEOC - On Prem Implementation - Notifications	EA	\$ 1,000.00	Application implementation services
189	700-P-PMNPI-1	WebEOC - On Prem Implementation - Non-Production Instance	EA	\$ 4,000.00	Application implementation services

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Pricing

Contract Item	Catalog Number	Description	Packaging (UOM)	Price	Category Name
190	700-P-PMRRDM-1	WebEOC - On Prem Implementation - Resource Request and Deployment Manager	EA	\$ 11,000.00	Application implementation services
191	700-P-PMSSO-1	WebEOC - On Prem Implementation - SiSingle Sign On for Active Directory and SAML	EA	\$ 2,000.00	Application implementation services
192	700-P-PMTCC-1	WebEOC - On Prem Implementation - Telephone Call Center	EA	\$ 2,000.00	Application implementation services
193	700-P-PMUI-1	WebEOC - On Prem Implementation - User Importer	EA	\$ 1,000.00	Application implementation services
194	700-P-SC-1	Professional Services - Surge Capacity Implementation	EA	\$ 2,000.00	Application implementation services
195	700-P-SCP-1	Service Credit Hours	EA	\$ 250.00	Application implementation services
196	700-P-SCP-100	Service Credit Plan - 100 hours	EA	\$ 22,500.00	Application implementation services
197	700-P-SMAC-1	WebEOC - Subscription Implementation - Air and Cruise	EA	\$ 11,850.00	Application implementation services
198	700-P-SMADF-1	WebEOC - Subscription Implementation - Advanced File Library	EA	\$ 1,850.00	Application implementation services
199	700-P-SMAGE-1	WebEOC - Subscription Implementation - ArcGIS Extension	EA	\$ 4,850.00	Application implementation services
200	700-P-SMAU-1	WebEOC - Subscription Implementation - Active Users	EA	\$ 1,850.00	Application implementation services
201	700-P-SMBDM-1	WebEOC - Subscription Implementation - Board Data Manager	EA	\$ 1,850.00	Application implementation services
202	700-P-SMBS-1	WebEOC - Subscription Implementation - Board Scheduler	EA	\$ 1,850.00	Application implementation services
203	700-P-SMCM-1	WebEOC - Subscription Implementation - Contacts Manager	EA	\$ 1,850.00	Application implementation services
204	700-P-SMDB-1	WebEOC - Subscription Implementation - Dashboard	EA	\$ 2,850.00	Application implementation services
205	700-P-SMDR-1	WebEOC - Subscription Implementation - Duty Roster	EA	\$ 2,850.00	Application implementation services
206	700-P-SMECM-1	WebEOC - Subscription Implementation - External Content Manager - Email Importer	EA	\$ 2,850.00	Application implementation services
207	700-P-SMECM-2	WebEOC - Subscription Implementation - External Content Manager - HTML Exporter	EA	\$ 2,850.00	Application implementation services
208	700-P-SMENPI-1	WebEOC - Subscription Implementation - Enterprise Non-Production Instance	EA	\$ 4,850.00	Application implementation services
209	700-P-SMF-1	WebEOC - Subscription Implementation - Fusion	EA	\$ 35,900.00	Application implementation services
210	700-P-SMMAO-1	WebEOC - Subscription Implementation - Maps Add-On	EA	\$ 4,850.00	Application implementation services
211	700-P-SMMM-1	WebEOC - Subscription Implementation - Messages Manager	EA	\$ 2,850.00	Application implementation services
212	700-P-SMN-1	WebEOC - Subscription Implementation - Notifications	EA	\$ 1,850.00	Application implementation services
213	700-P-SMNP-1	WebEOC - Subscription Implementation - Non-Production Instance	EA	\$ 4,850.00	Application implementation services
214	700-P-SMRRDM-1	WebEOC - Subscription Implementation - Resource Request and Deployment Manager	EA	\$ 11,850.00	Application implementation services
215	700-P-SMSSO-1	WebEOC - Subscription Implementation - SiSingle Sign On for Active Directory and SAML	EA	\$ 2,850.00	Application implementation services
216	700-P-SMTCC-1	WebEOC - Subscription Implementation - Telephone Call Center	EA	\$ 2,850.00	Application implementation services

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Pricing

Contract Item	Catalog Number	Description	Packaging (UOM)	Price	Category Name
217	700-P-SMUI-1	WebEOC - Subscription Implementation - User Importer	EA	\$ 1,850.00	Application implementation services
218	700-P-SSI-OP	Solutions Services Implementation - On Prem - Custom/Multi-Product **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Application implementation services
219	700-P-SSI-S	Solutions Services Implementation - Subscription- Custom/Multi-Product **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Application implementation services
220	700-P-SSP-1	Solutions Services Project - Custom WebEOC **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Application implementation services
221	700-P-SSP-2	Solutions Services Project - Other/MultiProduct **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Application implementation services
222	700-P-TFIF	Professional Services - 15 Days Travel	EA	\$ 5,250.00	Application programming services
223	700-P-TFIVE	Professional Services - 5 Days Travel	EA	\$ 2,250.00	Application programming services
224	700-P-TPD-1	Travel and Per Diem	EA	\$ 1,050.00	Application programming services
225	700-P-TTEN	Professional Services - 10 Days Travel	EA	\$ 3,750.00	Application programming services
226	700-P-TTHREE	Professional Services - 3 Days Travel	EA	\$ 1,650.00	Application programming services
227	700-P-WOP-E	WebEOC On Prem Implementation - Enhanced	EA	\$ 72,000.00	Application programming services
228	700-P-WOP-EDS	WebEOC Perpetual Implementation - Express with Dedicated Services **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Application programming services
229	700-P-WOP-JXE	Professional Services - WebEOCx Powered by Juvare Exchange On Prem Implementation - Enhanced	EA	\$ 82,000.00	Application programming services
230	700-P-WOP-JXEDS	Professional Services - WebEOCx Powered by Juvare Exchange On Prem Implementation - Express with ...	EA	\$ 39,400.00	Application programming services
231	700-P-WOP-JXS	Professional Services - WebEOCx Powered by Juvare Exchange On Prem Implementation - Standard	EA	\$ 55,000.00	Application programming services
232	700-P-WOP-S	WebEOC On Prem Implementation - Standard	EA	\$ 4,500.00	Application programming services
233	700-P-WP-EDS	WebEOC Subscription Implementation - Express with Dedicated Services	EA	\$ 29,400.00	Application programming services
234	700-P-WS-E	WebEOC Subscription Implementation - Enhanced	EA	\$ 7,200.00	Application programming services
235	700-P-WS-EDS	WebEOC On Prem Implementation - Express with Dedicated Services	EA	\$ 29,400.00	Application programming services
236	700-P-WS-JXEDS	Professional Services - WebEOCx Powered by Juvare Exchange Subscription Implementation - Express ...	EA	\$ 39,400.00	Application programming services
237	700-P-WS-JXOP	Professional Services - WebEOCx Powered by Juvare Exchange Core On Prem Implementation	EA	\$ 13,500.00	Application programming services
238	700-P-WS-JXS	Professional Services - WebEOCx Powered by Juvare Exchange Subscription Implementation – Standard	EA	\$ 55,000.00	Application implementation services
239	700-P-WS-S	WebEOC Subscription Implementation - Standard	EA	\$ 45,000.00	Application programming services
240	800-R-ABB-1	WebEOC Advanced Board Building Training	EA	\$ 2,000.00	Education and Training Services
241	800-R-ABB-O	Onsite WebEOC Advanced Board Building Training	EA	\$ 6,000.00	Education and Training Services
242	800-R-IBB-1	WebEOC Intermediate Board Building Training	EA	\$ 2,000.00	Education and Training Services
243	800-R-IBB-O	Onsite WebEOC Intermediate Board Building Training	EA	\$ 6,000.00	Education and Training Services

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WEB EOC
Pricing

Contract Item	Catalog Number	Description	Packaging (UOM)	Price	Category Name
244	800-R-STS-1	Specialized Training Services - Custom **This is a custom product that can only be quoted after discussion with TDEM.	EA	\$ 1.00	Education and Training Services
245	800-R-WBT-1	Web-Based Training	EA	\$ 895.00	Education and Training Services
246	800-R-WEOCB-1	WebEOC Bootcamp Training	EA	\$ 2,000.00	Education and Training Services
247	800-R-WEOCB-O	Onsite WebEOC Bootcamp Training	EA	\$ 6,000.00	Education and Training Services

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PURCHASE
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions for Texas Division of Emergency Management, hereafter referred to as TDEM.

1. SUPPLIER REQUIREMENTS

- 1.1 Suppliers must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Supplier guaranteed product or service offered will meet or exceed specifications included.
- 1.3 Purchases should be "F.O.B. destination, freight prepaid and allowed". However, if Supplier quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
- 1.4 Prices are firm for within 30 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
- 1.5 Purchases made for the Agency's use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by TDEM upon request.
- 1.6 TDEM reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the Supplier that best serves the interests of the State. Any contract may also be extended up to three (3) months at the sole discretion of TDEM.
- 1.7 Consistent and continued tie offers could cause rejection of offers by TDEM and/or investigation for antitrust violations.

2. SPECIFICATIONS

- 2.1 Any catalogue, brand name, or manufacturer's reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Supplier will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 TDEM will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated.

3. DELIVERY

- 3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in receiving agency's designated location under normal conditions. Failure of Supplier to state delivery time obligates supplier to complete delivery in 14 calendar days.
- 3.2 If delay is foreseen, supplier shall give written notice to TDEM. TDEM has the right to extend delivery date if reasons appear valid. If the supplier fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, TDEM reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the Supplier.
- 3.3 No substitutions or cancellation permitted without written approval of the Texas A&M Engineering Purchasing Department.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the TDEM.

4. INSPECTION AND TESTS

All goods will be subject to inspection and test by TDEM to the extent practicable at all times and places. Authorized TDEM personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT

A response to an Invitation for Bid is an offer to contract with TDEM based upon the terms, conditions, and specifications contained herein. Offers do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.

6. PAYMENT

Supplier shall submit one copy of an itemized invoice showing order number and TDEM purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. TDEM will incur no penalty for late payment if payment is made in 30

or fewer days from receipt of goods or services on an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

- 6.1 The late payment rate established annually by the State of Texas shall be applicable after thirty (30) days.
- 6.2 Final invoices must be submitted within sixty (60) days after completion of the Services or delivery of the Goods.
- 6.3 Invoices must be addressed and emailed to TDEM unless specifically instructed otherwise in writing. Failure to do so will delay payment.

7. PATENTS OR COPYRIGHTS

The supplier agrees to protect TDEM from claims involving infringement of patents or copyrights.

8. SUPPLIER ASSIGNMENTS

Supplier hereby assigns to purchaser any and all 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. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. Sec. 15.01, et seq. (1967).

9. SUPPLIER AFFIRMATION

By accepting this order, the Supplier affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the Supplier shall be removed from all bid lists. By signature hereon affixed, the Supplier hereby certifies that:

- 9.1 The Supplier has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 9.2 The Supplier is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 9.3 Pursuant to Section 2155.004, Texas Government Code, relating to collection of state and local sales and use taxes, the Supplier certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 9.4 Neither the Supplier nor the firm, corporation, partnership or institution represented by the Supplier, or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 9.5 The Supplier had not received compensation for participation in the preparation of the specifications for order.
- 9.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subSupplier, or supplier of supplier in the execution or performance of this purchase order.
- 9.7 Supplier hereby 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.
- 9.8 Supplier certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive of a state TDEM, Supplier represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M Engineering Experiment Station or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If Supplier employs or has used the services of a former executive head of Texas A&M Engineering Experiment Station, or other state agency, then respondent shall provide the following information relating to contracting with an executive head of a state agency.

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Supplier: _____
Date of Employment with Supplier: _____

- 9.9 Supplier agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 9.10 Supplier understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor TDEM, to conduct an audit or investigation in connection with those funds. Supplier 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. Supplier will ensure that this clause concerning the authority to audit funds received indirectly by Suppliers through Supplier and the requirement to cooperate is included in any subcontract awards.
- 9.11 Supplier represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to TDEM under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent Supplier becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Supplier represents and warrants that it will, at no cost to TDEM, either (1) perform all necessary

remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Supplier is unable to do so, then TDEM may terminate this Agreement and Supplier will refund to TDEM all amounts TDEM has paid under this purchase order within thirty (30) days after the termination date.

10. NOTE TO SUPPLIERS

Any terms and conditions attached to a quote will not be considered unless the Supplier specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

11. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Pursuant to Texas Government Code, Sections 552.021 and 552.023, individuals are entitled to request, receive, review, and correct information collected by TDEM related to the individual. To request information, please email vicki.newlin@dps.texas.gov.

12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to receive state grants or loans, or receive bids or payments on state contracts.

- 12.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to: (1) receive payments from state funds under a contract to provide property, materials, or services; or (2) receive a state-funded grant or loan.
- 12.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 12.3 Pursuant to Section 231.006 (c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Suppliers that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & Social Security number for each person. Otherwise this information must be provided prior to contract award.
- 12.4 Pursuant to Section 231.006, Family Code, re: child support, the Supplier certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 12.5 If a state TDEM determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 12.6 If the certificate required under Subsection (d) is shown to be false, the Supplier is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.
Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by TDEM, and the Supplier to attempt to resolve any claim for breach of contract made by Supplier:

- 13.1 Supplier's claim for breach of this contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, Supplier shall submit written notice, as required by Subchapter B, to:

Ms. Vicki Newlin
State Coordinator, Emergency
Management Support
512-424-2214
Vicki.Newlin@dps.texas.gov

Said notice shall also be given to all other representatives of TDEM and Supplier otherwise entitled to notice under the parties' contract. Compliance by Supplier with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- 13.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is Supplier's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by TDEM if the parties are unable to resolve their disputes under subparagraph (a) of this paragraph.

13.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by TDEM, nor any conduct of any representative of TDEM thereafter, shall be considered a waiver of sovereign immunity to suit.

- (1) The submission, processing, and resolution of Supplier's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
- (2) Neither the occurrence of an event, nor the pendency of a claim, constitutes grounds for the suspension of the performance by Supplier, in whole or in part.
- (3) The designated individual responsible on behalf of TDEM for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Ms. Lisa Akin.

14. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

As required by 1 Texas Administrative Code, Chapter 213 (Applicable to State TDEM and Institution of Higher Education Purchases Only):

14.1 Effective September 1, 2006, TDEM shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

14.2 Supplier shall provide TDEM 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>). Suppliers not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TDEM 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/>.

15. TERMINATION

15.1 TDEM may at any time by written notice suspend or cancel this Purchase Order without cause.

15.2 This Purchase Order and any TDEM Contract are subject to termination, without penalty, in whole or in part, if funds are not appropriated by the legislature of the State of Texas.

15.3 Either Supplier or TDEM may terminate this Purchase Order upon 30 days written notice to the other, if the other party fails to perform or comply with any of the material terms, covenants, agreements, or conditions hereof, and such failure is not cured during such 30-day period.

15.4 TDEM may terminate this Purchase Order immediately without further notice if Supplier: (i) petitions for reorganization under the Bankruptcy Code or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment or sale of Supplier's assets or business for the benefit of creditors.

15.5 In no event will such termination by TDEM as provided for under this section give rise to any liability on TDEM's part including, but not limited to, Supplier's claims for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. TDEM's sole obligation hereunder is to pay Supplier for Goods or Services received prior to the date of termination.

16. GOVERNING LAW

This Purchase Order and all of the rights and obligations of the parties and all of the terms and conditions under this Purchase Order will be construed, interpreted and applied in accordance with, governed by and enforced under the laws of the State of Texas, Brazos County, Texas will be the proper place of venue for any proceeding.

17. EXPORT CONTROL

SUPPLIER agrees to comply with all applicable US Export Control laws and regulations to include the Export Administration Regulations (EAR), the International Traffic in Arms (ITAR) and any other applicable US export laws and regulations. As an institution of higher learning, TDEM typically does not take receipt of export controlled goods, technical data, services or technology ("Materials") except as may be specifically agreed by TDEM. SUPPLIER agrees that it will not provide or make accessible to TDEM any export controlled Materials without first informing TDEM of the export-controlled nature to the Materials and obtaining from TDEM its written consent to accept such Materials as well as any specific instructions for delivering controlled Materials to TDEM. SUPPLIER agrees to obtain government approval or export license if required from the appropriate US Government agency and to share that information with TDEM prior to delivery of such Materials. In the event that any purchased item is export controlled under the U.S. Export Control Regulations, SUPPLIER shall provide TDEM with the export control classification and failure to do so may result in the cancellation of the respective purchase order or agreement.

18. INFORMATION SECURITY

Pursuant to Title 1, Chapter 202, §202.77 of the Texas Administrative Code, SUPPLIER hereby acknowledges responsibility to comply with all applicable TDEM policies, rules, standards, practices, and agreements, including but not limited to: safety policies, privacy policies, security policies, auditing policies, software licensing policies, acceptable use policies, and nondisclosure as required by TDEM. For purposes of this section concerning SUPPLIER Access, Confidential Information is defined as information

that must be protected from unauthorized disclosure or public release based on state or federal law or other legally binding agreement and may include but is not limited to the following: personally identifiable information (social security number and/or financial account numbers, student education records); intellectual property (as set forth in Section 51.914 of the Texas Education Code); and medical records. Mission Critical Information is information that is defined by TDEM to be essential to the continued performance of the mission of TDEM, the unavailability of which would result in consequences to TDEM. In the event SUPPLIER should obtain or be granted access to Confidential and/or Mission Critical Information of TDEM ("TDEM Information"), SUPPLIER will keep and protect TDEM Information confidential to no less than the same degree of care as required by TDEM policies, rules and procedures. At the expiration or early termination of this Agreement, SUPPLIER agrees to return all TDEM Information or agrees to provide adequate certification that the TDEM Information has been destroyed. SUPPLIER, its employees, agents, Suppliers, and subSuppliers shall use the TDEM Information solely in connection with performance by SUPPLIER of the services provided to TDEM pursuant to this Agreement, and for no other purpose. Should SUPPLIER, its employees, agents, Suppliers, or subSuppliers acquire other TDEM Information during the course of this Agreement, it shall not be used for SUPPLIER'S own purposes or divulged to third parties. SUPPLIER shall comply with all terms and conditions of any TDEM non-disclosure agreement applicable to this Agreement. Both parties shall each provide contact information for specific individuals. The designated contact for TDEM or the Supplier shall be the Information Security Office for TDEM, 3126 TAMU, College Station, TX 77843-3126, phone (979)458-7705, email: engr-iso@tamu.edu. The designated contact for SUPPLIER shall be _____ (include email address and phone number). Should the designated contact for either party need to be changed, the new contact information shall be updated and provided to the respective parties within 24 hours of any staff changes. Should SUPPLIER have a need to access TDEM Information, that request shall be directed to TDEM' designated contact. Further, SUPPLIER is responsible for reporting all security breaches directly to TDEM.

19. SUSTAINABILITY

TDEM is committed to campus sustainability initiatives. Support of these initiatives necessarily includes the purchase of goods and services that minimize the impact on the environment to the greatest extent possible. TDEM requests SUPPLIER's assistance in campus sustainability initiatives by informing in any bid response, or other discussions, of SUPPLIER's sustainability practices or environmentally sustainable product offerings. For example, alternative products available from SUPPLIER which may be recyclable or reusable, end of life (obsolescence) return of equipment to SUPPLIER, energy-saving devices, return to SUPPLIER of shipping containers, packaging or like excess materials.

18. SUPPLIER CERTIFICATION REGARDING BOYCOTTING ISRAEL

For solicitations:

To the extent that Texas Government Code, Chapter 2270 applies to this solicitation, Respondent certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of any resultant Agreement. Respondent acknowledges any resultant Agreement may be terminated and payment withheld if this certification is inaccurate.

For contracts:

To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Supplier/Supplier certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Supplier/Supplier acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

19. SUPPLIER CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code SUPPLIER certifies SUPPLIER is not engaged in business with Sudan, Iran or a foreign terrorist organization. SUPPLIER acknowledges its purchase order or contract with TDEM may be terminated and payment withheld if this certification is inaccurate.

FEDERALLY FUNDED PURCHASES

The Supplier shall comply with all federal regulations relating to the performance of services or deliverables provided for in this Purchase Order. In addition, Supplier agrees to flow-down all applicable clauses to lower-tier suppliers.

FEDERAL REQUIREMENTS ON ALL PURCHASES

- Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
- Copeland Anti-kickback Act (for construction and repair 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
- Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
- Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3
- Filing of Patent Applications – Classified Subject Matter FAR 52.227-10
- Patents Rights – Ownership by Supplier and Government FAR 52.227-11 and 52.227.13

- Rights in Data – General FAR 52.227-14
- Authorization and Consent Patents and Copyrights 52.227-1
- Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- Buy American Act – Supplies FAR 52.225-3
- Government Property FAR 52.245-5
- Notice of Radioactive Materials FAR 52.223-7
- Privacy Act FAR 52.224-2

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500

- Restrictions on Certain Foreign Purchases FAR 52.225-13
- McNamara –O’Hara Service Contracts Act 41 U.S.C. 351 *et seq.*

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000

- Prohibition of Segregated Facilities FAR 52.222-21
- Equal Opportunity FAR 52.222-26
- Affirmative Action for Workers with Disabilities FAR 52.222-36
- Walsh-Healy Public Contracts Act FAR 52.222.20

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000

- Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
- Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
- Debarment and Suspension Executive Orders 12549 and 12689

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000

- Anti-kickback procedures FAR 52.203-7
- Restrictions on Supplier Sales to the Government FAR 52-203.6
- Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
- Integrity of Unit Prices FAR 52.215-14
- Contract Work Hours and Safety Standards Act FAR 522.222-4
- Clean Air and Water FAR 52.223-2
- Clean Air Act (42 U.S.C. 7401 *et seq.*)
- Federal Water Pollution Control Act 33 U.S.C. 1251, *et seq.*
- Drug-Free Workplace FAR 52.223-6
- Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
- Utilization of Small Business Concerns FAR 52.219-8
- Preference for US Flag Carriers FAR 52.247-63
- Toxic Chemical Release Reporting 52.223-14

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000

- Cost Accounting Standards – Educational Institutions FAR 52.230-5
- Administration of Cost Accounting Standards FAR 52.230-6
- Supplier Cost or Pricing Data – Modifications FAR 52.215-13

FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000

- Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
- Liquidated Damages – Subcontracting Plan FAR 52.219-16

AFFIRMATIVE ACTION

The Supplier shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Supplier agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with TDEM the policies and practices relating to the Supplier’s Affirmative Action program.

FEDERAL EQUAL OPPORTUNITY

The Supplier shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Suppliers to employ and advance in employment qualified individuals with disabilities.