

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division:	611	Program Name:	End User Computing Seat Management
Org Code:		Legal/Funding Authority:	
Speed Chart:		Contract #:	3597
Payee Name:	SHI Government Solutions	PO #:	35912
Payee ID:	12236954785		

## TEXAS EDUCATION AGENCY STANDARD CONTRACT

### ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between the Texas Education Agency ("TEA"), a Texas State Agency and SHI Government Solutions ("SHI" or "Contractor").

### ARTICLE II. PERIOD OF CONTRACT

TEA shall pay Contractor for the reasonable and approved costs incurred by Contractor in connection with the Contract Project during the period beginning November 1, 2016 and ending August 31, 2019 unless extended or terminated as otherwise provided for this Contract. TEA, at its own discretion, may extend the Contract awarded for up to three (3) additional fiscal years under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. If the Contract is renewed, the first renewal period shall be from September 1, 2019 through August 31, 2020, the second renewal period shall be from September 1, 2020 through August 31, 2021, and the third renewal period shall be from September 1, 2021 through August 31, 2022.

### ARTICLE III. PURPOSES OF CONTRACT

Contractor shall perform all of the functions and duties set described herein and in the appendices and attachments to this Contract, which are attached hereto and incorporated by reference. Attachment 1, Description of Services End User Computing Seat Management, describes the business requirements, technical requirements, service levels, refresh cycles and other items essential to TEA seat management services. Seat Management includes, but not limited to, account management, transition services, acquisition services, repair services, installation and de-installation services, equipment moves, software installations, return services, refresh services, and other services as needed by the TEA locations. This includes desktop computers (both Windows and Mac), laptop computers, and the thin client environment, along with warranty/break fix for each.

### ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose(s) of this Contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$2,460,443.05 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract and Attachment 2, Pricing Proposal/Spreadsheet dated October 17, 2016 (with enclosed tabs titled Summary Per Month Pricing, Dell, and Configurations).

Payment to Contractor by TEA will be made in accordance with Attachment 1 Description of Services End User Computing and Attachment 3 - Pricing Summary (with enclosed tabs titled Pricing Summary and Pricing Refresh Schedule) which is attached hereto and incorporated herein by reference. Fiscal Year Amounts are as follows:

FY2017: \$672,610.65  
FY2018: \$893,916.20  
FY2019: \$893,916.20

### ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF CONTRACT

Attached hereto and incorporated herein by reference are the General Provisions and the Special Provisions indicated below with an "X" beside each:

- Special Provisions A, Program Specific
- Special Provisions B, Debarment (required if utilizing federal funds)
- Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000)
- Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP) (required for projects over \$100,000.00)

Texas Government Code §2252.901 prohibits the agency from entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure

from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

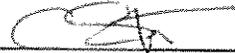
Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

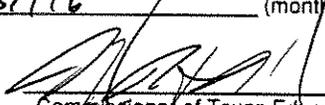
**ARTICLE VI. ENTIRE CONTRACT**

This contract together with the documents including but not limited to Appendices, Attachments, Exhibits, Proposal Responses, mentioned herein and incorporated by reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

AGREED and accepted on behalf of Contractor effective beginning on the date of the Contract as specified above and as indicated by signature below of a person authorized to bind Contractor.

Typed name: ~~Natalie Slowik~~ Cassie Skelton  
Typed title: SHI Government Solutions,  
Senior Manager Contracts  
Contracts Specialist

  
Authorized Signature

<b>This section reserved for TEA use.</b>	
I, an authorized official of the Texas Education Agency, hereby certify that this Contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.	
AGREED and accepted on behalf of Agency on <u>10/31/16</u> (month/day/year) by a person authorized to bind Agency.	
Return three (3) copies with original signature to: <u>Norma Barrera</u> Texas Education Agency Purchasing, Contracts and Agency Services Division 1701 North Congress Avenue Rm. 2-125 Austin, Texas 78701-1494 Or Return signed copy to TEAContracts@tea.texas.gov	 Commissioner of Texas Education Agency, Mike Morath

## CONTRACT TERMS AND CONDITIONS

- A. The definitions of terms in the Contract Terms and Conditions are incorporated herein.
- B. The attached proposal entitled Request for Offer 701-16-042 End User Computing Seat Management and its Addendums are incorporated herein by reference and are therefore made a part of this contract.
- D. If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if that conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the following order of priority:
- Special Provisions A – Program Specific
  - Contract Terms and Conditions of the Standard Contract;
  - The Standard Contract, inclusive of all appendices and attachments;
  - Contractor's End User Computing Seat Management Clarifications dated June 29,2016;
  - Contractor's Proposal to the Texas Education Agency entitled End User Computing Seat Management RFO# 701-16-042 submitted June 8, 2016 and
  - The Request for Offer entitled RFO No.: 701-16-042 End User Computing Seat Management released May 2, 2016.
- E. Description of Services/Activities:  
See, Attachment 1 – Description of Services – End User Computing Seat Management.
- F. Budget:  
The Pricing Proposal, labeled Attachment 2 – Pricing Proposal.xlsx dated October 17, 2016 is attached. Payment shall be monthly upon completion of designated tasks/activities.

Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines. TEA may at its discretion approve requests for reimbursement of travel which exceed the State of Texas Travel Guidelines. Contractor shall maintain receipts in accordance with item H of the Terms and Conditions. The Comptroller's website for travel rules and regulations – textravel:  
<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>.

Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

State travel expense reimbursement is not a per diem. Contractors must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.

**Attachment 1**  
**Description of Services**  
**End User Computing Seat Management**

**1. INTRODUCTION**

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This Attachment 1 describes the End User Computing Seat Management (Seat Management) services in accordance with all requirements stated herein. SHI Government Solutions (SHI) will provide services including:

- I. Seat Management Hardware Services
  - a. Acquisition of Equipment, to include Desktops, Laptops, Thin Client and peripherals
  - b. OEM hardware maintenance
- II. Seat Management Support Services
  - a. Transition services
  - b. Asset management of supported Equipment
  - c. Break-fix hardware maintenance for Equipment out of warranty
  - d. Support services
  - e. Refresh services

Services will be provided to TEA staff, located in Austin, Texas. Staff are located in the following locations:

William B. Travis Building, 1701 N. Congress Ave., Austin, TX 78701

Moody Tower, 400 West 15<sup>th</sup> Street, Austin, TX 78701

Texas Council on Developmental Disabilities, 3601 Oltorf St., Suite 600, Austin, TX 78741

**2. SCOPE OF WORK**

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The TEA envisions that outsourced End User Computing Seat Management will enable the agency to achieve the following related goals:

- Obtain new or upgrade current technology
- Refresh of existing equipment,
- Obtain qualified technicians to perform the requested services,
- Provide services in a timely and responsible manner,
- Obtain accurate asset management
- Obtain efficient management of end user computing environment,
- Transition services from previous Vendor, and
- Obtain the best quality and value services.

This Scope of Work for Seat Management services describes the business requirements, technical requirements, service levels, refresh cycles and other facts essential to providing a Seat Management services solution that provides the best value to the State.

Seat Management includes, but not limited to, account management, transition services, acquisition services, repair services, installation and de-installation services, equipment moves, software installations, return services, refresh services, and other services as needed by the TEA locations. This includes desktop computers (both Windows and Mac), laptop computers, and the thin client environment, along with warranty/break fix for each. Equipment includes all equipment acquired by SHI, equipment owned by TEA, and equipment assumed by TEA.

SHI is responsible for a seamless transition of services from the TEA current provider, prior to November 1, 2016. SHI is responsible for collaboratively working with TEA's technical support teams during the transition of the seat management services.

Seat Management Services includes the objectives including, but not limited to, requirements listed in each requirements section below.

## 2.1 Hardware Acquisition Requirements

TEA requires Information Technology that may be made commercially available within the current and future technology marketplace that addresses a business need of TEA. Equipment includes, but is not limited to, desktops (both Windows and Mac), thin client environment, laptops, peripherals (excluding monitors), and appropriate operating system. Printers, scanners, monitors, external speakers, and external USB devices are not included in Equipment. Equipment shall remain cost stable, and be obtained at the highest technology level possible for consistent budgeting. Equipment to be installed shall be a mutually agreed upon configuration.

SHI will maintain a "vacant equipment pool" (pool) which consists of equipment held for unfilled staff positions. TEA and SHI will mutually agree upon the number of units to be held in this pool. When staff terminate, the Equipment is returned to this pool and when new staff are on-boarded, Equipment is deployed from this pool. If it becomes necessary for additional Equipment to be added to the pool, TEA and SHI will mutually agree to the timeframe in which the Equipment is to be obtained.

Acquisition services include, but not limited to, management of acquisition process, equipment configuration management, and provisioning of equipment. Systems shall be provisioned using standard software configuration images supplied by TEA.

Item #	Requirement
AR-01	SHI shall acquire desktops (PCs and MACs), laptops, thin client systems including peripherals, and the operating system. TEA will provide all monitors. Should TEA receive more favorable pricing on the hardware manufacturers' offered configurations, SHI will work with TEA and the hardware manufacturers to ensure similar pricing is provided.
AR-02	All Equipment shall be leased and invoiced over 48 months. SHI shall provide TEA with the associated lease Schedule. TEA will pay SHI Rent Payments in accordance with the Schedule. Rent Payments are absolute and unconditional and are not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever.
AR-03	At the end of the lease Schedule TEA shall have the option, to return, refresh, or acquire the Equipment. TEA shall have the option to acquire Equipment at Fair Market Value. TEA will notify SHI in writing at least 60 days prior to the expiration of the Schedule of its intent to return the Equipment or the Equipment will automatically renew on a month to month basis at the same Rental Payment amount until such notice is given. During the Rental period, the Equipment shall at all times be and remain the sole and exclusive property of SHI. TEA will have no right, title or interest in the Equipment except as a Rental interest.
AR-04	Regardless of SHI's acquisition method for Equipment, the terms must include provisions for TEA and/or subsequent Seat Management Contractor. to assume the payments at termination of the Contract.
AR-05	SHI will deliver all Equipment to the William B. Travis Building, 1701 N. Congress Ave, Room G-101C, Austin, Texas 78701. SHI may ship and receive Equipment directly to this location, if desired.

AR-06	SHI shall be responsible for receiving the delivered Equipment from the carrier, ensuring completeness, and securely storing the Equipment prior to installation.
AR-07	SHI shall be responsible for the inspection of all Equipment upon delivery. In the event that Equipment arrives in a state damaged upon repair, SHI shall provide a replacement unit of the same make and model at no cost to TEA.
AR-08	SHI shall be responsible for all unpacking of the Equipment and destruction / removal of all packing materials.
AR-09	Equipment that experiences 3 (three) or more similar hardware failures, as documented by TEA and SHI, within a six month period will be replaced by SHI with a new unit at no additional charge to TEA.
AR-10	Invoicing of Equipment shall begin the month following the TEA acceptance of successful installation of the Equipment.
AR-11	<p>Security Interest and UCC Filings:</p> <p>To the extent the Rental is or is determined to be a lease or other agreement intended as security, to secure the payment, performance, and observance of TEA representations, warranties, covenants, liabilities, and obligations, TEA grants SHI a first-priority security interest in and to the Equipment and the proceeds thereof. TEA authorizes SHI to sign and record UCC financing statements on TEA's behalf to indicate SHI's interest in the Equipment. SHI and TEA agree that a reproduction of this Contract and/or any associated lease Schedule may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code ("UCC").</p>

**2.2 Hardware Maintenance Requirements**

SHI shall provide OEM warranty for Equipment acquired under the Contract. OEM warranty shall be coterminous with the lease period. For Equipment not under OEM warranty, SHI shall provide break/fix services.

Item #	Requirement
MR-01	SHI shall provide on-site hardware maintenance and repair service for all Equipment under the Contract. (under warranty and not under warranty)
MR-02	The service shall include all travel, labor, materials, and parts – including base unit, and all peripherals supported under the Contract.
MR-04	Equipment under warranty that experiences 3 (three) or more similar hardware failures within a 6 (six) month period will be replaced with a new unit at no additional charge to TEA.
MR-05	All replacement parts will meet or exceed original manufacturer's specifications and be compatible with existing devices. TEA reserves the right to test any replacement part and disallow its use if not compatible or does not meet standards. Contractor will be required to find an acceptable part, at no additional charge.

**2.3 Asset Management Requirements**

SHI is required to keep accurate records of all Equipment supported under the Contract, whether acquired by SHI or TEA. Asset tracking information will include Equipment installation location, date of installation, equipment model number, equipment serial number, SHI asset tag number, and, if applicable, TEA asset tag number.

Item #	Requirement																																																																																																																																				
AMR-01	All Equipment acquired by SHI under this Contract shall have a SHI asset tag attached. TEA owned equipment will have a TEA asset tag.																																																																																																																																				
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AMR-03	SHI shall provide a monthly report, in a format mutually agreed upon by TEA and SHI, of Equipment in the "vacant equipment pool". SHI shall notify TEA in advance when "vacant equipment pool" count falls below a mutually agreeable threshold.																																																																																																																																				
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AMR-05	<p>In the event of theft, loss, or damage beyond repair, Equipment shall be managed in accordance with the Casualty Value Table, as described below.</p> <p>The stipulated loss value or casualty value of the Equipment is equal to the product of the Casualty Base set forth below and the applicable Casualty Value Percentage set forth in the following table (together with all accrued and unpaid amounts due and owing when Lessee pays the same):</p> <table border="1" data-bbox="407 856 1469 1833"> <thead> <tr> <th>After Payment Month</th> <th>Casualty Value Percentage</th> <th>After Payment Month</th> <th>Casualty Value Percentage</th> <th>After Payment Month</th> <th>Casualty Value Percentage</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>115.00%</td> <td>--</td> <td>--</td> <td>--</td> <td>--</td> </tr> <tr> <td>1</td> <td>113.34%</td> <td>21</td> <td>80.14%</td> <td>41</td> <td>46.94%</td> </tr> <tr> <td>2</td> <td>111.68%</td> <td>22</td> <td>78.48%</td> <td>42</td> <td>45.28%</td> </tr> <tr> <td>3</td> <td>110.02%</td> <td>23</td> <td>76.82%</td> <td>43</td> <td>43.62%</td> </tr> <tr> <td>4</td> <td>108.36%</td> <td>24</td> <td>75.16%</td> <td>44</td> <td>41.96%</td> </tr> <tr> <td>5</td> <td>106.70%</td> <td>25</td> <td>73.50%</td> <td>45</td> <td>40.30%</td> </tr> <tr> <td>6</td> <td>105.04%</td> <td>26</td> <td>71.84%</td> <td>46</td> <td>38.64%</td> </tr> <tr> <td>7</td> <td>103.38%</td> <td>27</td> <td>70.18%</td> <td>47</td> <td>36.98%</td> </tr> <tr> <td>8</td> <td>101.72%</td> <td>28</td> <td>68.52%</td> <td>48 and thereafter</td> <td>35.00%</td> </tr> <tr> <td>9</td> <td>100.06%</td> <td>29</td> <td>66.86%</td> <td></td> <td></td> </tr> <tr> <td>10</td> <td>98.40%</td> <td>30</td> <td>65.20%</td> <td></td> <td></td> </tr> <tr> <td>11</td> <td>96.74%</td> <td>31</td> <td>63.54%</td> <td></td> <td></td> </tr> <tr> <td>12</td> <td>95.08%</td> <td>32</td> <td>61.88%</td> <td></td> <td></td> </tr> <tr> <td>13</td> <td>93.42%</td> <td>33</td> <td>60.22%</td> <td></td> <td></td> </tr> <tr> <td>14</td> <td>91.76%</td> <td>34</td> <td>58.56%</td> <td></td> <td></td> </tr> <tr> <td>15</td> <td>90.10%</td> <td>35</td> <td>56.90%</td> <td></td> <td></td> </tr> <tr> <td>16</td> <td>88.44%</td> <td>36</td> <td>55.24%</td> <td></td> <td></td> </tr> <tr> <td>17</td> <td>86.78%</td> <td>37</td> <td>53.58%</td> <td></td> <td></td> </tr> <tr> <td>18</td> <td>85.12%</td> <td>38</td> <td>51.92%</td> <td></td> <td></td> </tr> <tr> <td>19</td> <td>83.46%</td> <td>39</td> <td>50.26%</td> <td></td> <td></td> </tr> <tr> <td>20</td> <td>81.80%</td> <td>40</td> <td>48.60%</td> <td></td> <td></td> </tr> </tbody> </table> <p>Casualty Base: \$</p>	After Payment Month	Casualty Value Percentage	After Payment Month	Casualty Value Percentage	After Payment Month	Casualty Value Percentage	0	115.00%	--	--	--	--	1	113.34%	21	80.14%	41	46.94%	2	111.68%	22	78.48%	42	45.28%	3	110.02%	23	76.82%	43	43.62%	4	108.36%	24	75.16%	44	41.96%	5	106.70%	25	73.50%	45	40.30%	6	105.04%	26	71.84%	46	38.64%	7	103.38%	27	70.18%	47	36.98%	8	101.72%	28	68.52%	48 and thereafter	35.00%	9	100.06%	29	66.86%			10	98.40%	30	65.20%			11	96.74%	31	63.54%			12	95.08%	32	61.88%			13	93.42%	33	60.22%			14	91.76%	34	58.56%			15	90.10%	35	56.90%			16	88.44%	36	55.24%			17	86.78%	37	53.58%			18	85.12%	38	51.92%			19	83.46%	39	50.26%			20	81.80%	40	48.60%		
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## 2.4 Service Desk, On-site Support, and Software Support Requirements

SHI shall provide service desk services to respond to TEA staff reports of maintenance issues, trouble-tickets, software installations, and request “how-to” assistance. Process must include a timely confirmation of receipt for all TEA requests and a resolution status of all service requests submitted. TEA staff will submit requests to the TEA helpdesk system, Zendesk. SHI will receive notification regarding the ticket from Zendesk, and will post status and resolution information into the Zendesk ticket.

SHI shall provide support services for all Equipment, including desktop, laptop, thin client, and associated peripherals including, but not limited to, keyboards, docking stations, and computer mice. Support services shall be provided for Equipment installations, moves, adds, and changes (IMACS). Support services shall be provided for all hardware failures, failure of common off-the-shelf (COTS) applications, or a failure of the operating system. Support services shall be provided for software, including the Equipment base image configuration, and common off-the-shelf (COTS) software. Support services include, but are not limited to, pushing software updates, patch management, automated software distribution, loading the TEA base image and COTS installations on specific machines.

SHI shall provide support to include, but not limited to, the following:

- 1) trouble shooting user issues with the base image or COTS software
- 2) re-installing or reconfiguring of software to resolve problems
- 3) reconfiguration of software and system parameters, as necessary
- 4) installation of software, as requested
- 5) retrieval of a “rescue password” for hard disk encryption installations where needed
- 6) data recovery on crashed hard disk, to the extent possible
- 7) disk sanitization, in accordance with DoD standards and approved by TEA
- 8) installation of internal equipment upgrades, such as additional memory, larger hard drives, or video adapters
- 9) re-imaging of the Equipment when necessary or appropriate for security issues or other failure issues.

TEA shall create the base desktop and laptop images. SHI shall deploy the base image and install required COTS software.

Item #	Requirement
SR-01	TEA uses Zendesk for incident and work order management ticketing. Appropriate SHI support personnel will be given Zendesk User IDs for responding to incident and work order request tickets (e.g. IMACs). The status of the ticket activities shall be periodically updated appropriately in Zendesk until completed.
SR-02	TEA staff shall report maintenance issues, trouble tickets, and request other assistance through the TEA Helpdesk system for installed hardware and common off-the-shelf (COTS) software.
SR-03	SHI shall provide helpdesk services to respond to user “how to” assistance for common COTS applications.
SR-04	SHI shall provide day-to-day on-site technical assistance, to include, but not limited to: Assisting with complex problem identification, resolving complex issues, installation of hardware and software, troubleshooting of hardware and software, relocation of equipment, equipment modifications or upgrades, installation/de-installation, packing/unpacking of equipment, swaps/replacement of equipment.

SR-05	SHI may be requested to dispatch a technician to retrieve and supply a “rescue password” for a hard drive encryption in the case where a user has forgotten the assigned password. The “rescue password” will be obtained from the encryption management server provided by TEA.
SR-06	In the case of suspected malware infection (virus, worm, Trojan horse, or spyware) of supported Equipment, the SHI may be asked to dispatch a technician to run additional antivirus/antispyware diagnostics. If the computer is found to be compromised, the technician will notify TEA Information Security and coordinate the remediation and/or re-installation with that group.
SR-07	Outages considered to be a Severity 1 level (highly critical) will result in technician being contacted immediately for service.
SR-08	Install encryption software on laptops when required. SHI may also be required to set the encryption password for the hard disk using a TEA provided encryption management server.
SR-09	SHI support plan: (SHI will provide two (2) on-site support staff to support the anticipated volume of service requests. The onsite support staff will utilize TEA’s Zendesk system, as well as SHI’s RemedyForce ITSM system for incident management. Both on-site support personnel will be responsible for resolution of all incidents and requests. SHI will also provide a website that will host answers to frequently asked questions and common “how-to” requests.
SR-10	SHI interface of its ticket system with the TEA Helpdesk system: SHI will utilize the TEA Zendesk incident management system as well SHI’s RemedyForce ITSM system. RemedyForce ticket generation is an automated process upon notification from Zendesk. Once a notification is sent from Zendesk a ticket is immediately created and dispatched to the on-site support personnel for resolution. Any cost associated with interfacing to the TEA Helpdesk shall be the SHI’s responsibility.
SR-11	Process to recover data from a hard disk crash, including any tools used: SHI will use SpinRite to recover data from failed hard drives. SpinRite can be used on all Intel/AMD PC systems and can create bootable diskettes or standard CD-R burnable ISO files and can be installed on any motherboard bootable device such as USB flash drives for easy use. SpinRite is able to operate on all Windows NTFS formats, DOS, Linux, Novell, and Mac systems. SHI will make every attempt to recover data from failed hard drives; however, some drives may be damaged beyond recovery.

SR-12	<p>Disk sanitization: Disk sanitation must meet the Department of Defense Media Sanitation Guidelines.</p> <p>Using the DBAN software tool, all data from each hard drive will be scrubbed using Department of Defense approved (5222.22M compliant) and NIST 800-80 patented data overwrite technology designed to completely eliminate all data from a computer's hard drive. SHI will perform an appropriate DOD 220.22M/NIST 800-80 data wipe (the removal of data from a Computing Asset by sequentially overwriting all addressable locations in the following manner, and then verifying the same by a disk read: (i) overwriting with a random pattern; (ii) overwriting with binary zeros and (ii) overwriting with binary ones) on all Systems at Client facilities. All loose hard drives and any hard drive that cannot be wiped will be shredded.</p> <p>SHI's On Site Hard Drive Erasure and Destruction services include real time reporting with Audit report and an Erase verification report or Certificate of Destruction and Recycling. If on-site hard drive wiping and destruction services are not required, then the hard drives will be wiped and/or shredded at an SHI partner facility shortly after receipt of the hard drive assets into inventory. SHI ensures 100% of hard drives have been sanitized as part of the Quality Control process.</p>
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## 2.5 Patch Management and Software Distribution Requirements

SHI shall deploy patch updates to Equipment using the LANDesk system which is owned and deployed by TEA. SHI shall be responsible for the LANDesk software, including configuration and upgrades, as needed. The LANDesk solution shall be used for large software upgrades, anti-virus updates, and patch deployment.

SHI shall perform Patch Management services for all Equipment for TEA. Equipment includes all equipment acquired by SHI, equipment owned by TEA, and equipment assumed by TEA or SHI from the TEA previous vendor. This service includes the deployment of Microsoft Security and Third Party updates to all client desktops and laptops disbursed throughout TEA's offices in Austin, TX. SHI shall perform patch deployment for the TEA enterprise desktop environment through the administration of LANDesk Patch Manager. Using LANDesk, SHI will provide Microsoft and Third Party critical and non-critical patches to TEA's end user environment as they are released. These tasks may be performed on a monthly basis or more frequent basis if necessary.

TEA will provide administrative access to the relevant servers and remote access to the TEA network, as necessary, to provide patch management (Citrix or VPN connection) and maintain the LANDesk environment.

### Patch Management Procedure:

- 1) Microsoft and Third Party vendor patches are typically released on the first Tuesday of every month (Patch Tuesday). SHI delivers patches to TEA desktop test environment as identified by TEA.
- 2) Once patches are deployed to the test environment, TEA will perform compatibility and functionality testing to determine which patches are appropriate for immediate release and which patches, if any, can be delayed and classified as non-critical and released on a later date. This task should take no longer than one calendar day (Wednesday).
- 3) Once patches are successfully tested and approved by both TEA and SHI management, patches are then deployed to a small pilot group of the TEA users. The pilot group serves the purpose of verifying that LANDesk is deploying the patches as expected and the patches do not cause significant issues. This task should take no longer than one calendar day (Thursday).

- 4) Once the pilot group has validated and accepted, SHI will deploy the approved patches to the entire TEA desktop enterprise. This deployment is known as a statewide deployment or enterprise deployment. This deployment will target every machine on the TEA network that is identified as being a responsibility of the LANDesk system. This deployment is launched on a Friday and usually stays active for the duration of the weekend to ensure optimal coverage.
- 5) The following week (usually Tuesday or Wednesday), SHI will run a patch coverage report that will display the patch coverage statistics for the most recent patch release. This report is provided to management and IT staff for review, acceptance, and problem resolution if necessary.
- 6) Every time a patch is deployed enterprise-wide, it will be set in LANDesk to "Autofix". This provides TEA with a proactive measure that ensures that any machines that are re-imaged because of hardware/software issues or offline at the time of the initial patch deployment receive the patches automatically once they come online without any administrative intervention.

Item #	Requirement
PM-01	SHI shall utilize the TEA LANDesk environment for software management, including but not limited to, pushing software updates, patch management, patch application, automated software distribution, and imaging implementations.
PM-02	The priority of the patch deployments shall be controlled and scheduled with TEA. The priority and schedule shall change depending on the frequency and criticality of patches as they are released by Microsoft or other vendors. Highly critical patches such as those addressing "zero-day-exploits" must be addressed with the highest priority when TEA Security staff deems the agency to be vulnerable. Deployment of these patches will follow the same general procedure as outlined above but with the emphasis and intent of deployment at the earliest possible time. SHI and TEA will develop a mutually agreeable process for addressing highly critical patches.
PM-03	SHI will generate LANDesk reports to provide status of all patch deployment activities. This may include on-demand reports, scheduled reports, and executive dashboard summary reports. The format and frequency for reports shall be agreed upon by TEA and SHI.
PM-04	SHI shall provide manual intervention, when required, to update workstations when the LANDesk tool fails to push and execute the update file.
PM-05	SHI shall deploy patches in a controlled staged process, as described, to minimize any negative impact which could result in a faulty patch release.
PM-06	SHI shall install only software authorized by TEA.
PM-07	SHI will be responsible for managing the LANDesk software product including, but not limited to, upgrades, configuration, database, agent, policies, and reporting.

## 2.6 Security Management Requirements

TEA has deployed the McAfee ePO Anti-virus environment for desktops and laptops. The server hardware and operating system are managed by the TEA Data Center Services Provider and are not subject to this contract. SHI shall be responsible for the McAfee software implemented for desktops/laptops, including configuration and upgrades, as needed. SHI will utilize the TEA McAfee ePO Anti-virus software environment, licensed by TEA, to perform timely anti-virus updates to all TEA Equipment. Equipment includes all equipment acquired by SHI, equipment owned by TEA, and equipment assumed by TEA or SHI from the TEA previous vendor.

Item #	Requirement
SM-01	SHI will be responsible for managing the McAfee ePO software product including, but not limited to, upgrades, configuration, database, agent, policies, and reporting.
SM-02	SHI will utilize McAfee reporting capabilities within the application to present monthly statistics on virus activities within the network to TEA.
SM-03	When TEA detects a security event, TEA will enter a Severity 1 incident. SHI shall remove the machine from the TEA network within 30 minutes and re-image the machine within 3 business hours.

## 2.7 Installation/De-Installation Requirements

Installation of Equipment will be scheduled with the user. If the Equipment replaces an existing computer, SHI will ensure that all software is installed and data transferred to the new Equipment. Equipment is considered successfully installed when all hardware, software, printers, and designated peripherals have been installed, configured, and are operating as an integrated system. This includes installing the appropriate print drivers, mapping to appropriate printers, mapping appropriate network drives, and ensuring that desktops icons and bookmarks are reinstated.

Equipment that is removed from service or transferred to another user must be properly accounted for and sanitized of all data.

Equipment includes all equipment acquired by SHI, equipment owned by TEA, and equipment assumed by TEA or SHI from the TEA previous vendor.

Item #	Requirement
DI-01	SHI shall install Equipment using the TEA approved configuration image.
DI-02	SHI shall install additional software provided by TEA, as required.
DI-03	SHI shall configure Equipment for user.
DI-04	If replacing an existing machine, SHI shall save data from the user's old machine to a TEA provided server and restore the data to the newly installed Equipment.

DI-05	SHI shall provide basic PC orientation to user and obtain sign-off of successful installation.
DI-06	When Equipment is de-installed, SHI will sanitize the internal disk drive, using TEA approved sanitation utilities. Inoperable Equipment also requires hard drive sanitation.
DI-07	When required, SHI shall manage the entire return of Equipment; including securely packing Equipment, shipping Equipment to SHI/Lessor, and tracking the return.

## 2.8 Refresh Requirements

Refresh of technology is intended to maximize user productivity while managing costs. Aging Equipment may not guard against the latest malware, run advanced software, or deliver on portability and speed. TEA intends to schedule refresh of Equipment when it reaches the end of its refresh schedule. Equipment includes all equipment acquired by SHI, equipment owned by TEA, and equipment assumed by TEA or SHI from the TEA previous vendor.

Item #	Requirement
RR-01	For Refresh projects, SHI shall provide a Project Manager (PM) who will be involved in roll-out planning and management. The PM shall coordinate the scheduling and delivery of Equipment.
RR-02	SHI will provision Equipment in accordance with the Acquisition Requirements specified in Section 2.1.
RR-03	SHI will provide on-site installation and de-installation of Equipment in accordance with Section 2.7.
RR-04	SHI will provide OEM warranty, maintenance, and post installation support services in accordance with the requirements of this SOW.
RR-05	SHI shall develop a refresh plan and schedule for TEA review and approval. Installations will be performed in accordance with the approved schedule.
RR-06	SHI shall provide a weekly report with the status of the refresh project, including but not limited to, the total installations completed to date, total installations remaining, and any issues encountered.

## 2.9 Transition Requirements

SHI shall be responsible for a seamless transition of services from the current vendor to SHI prior to the end of the existing contract. SHI shall work collaboratively with TEA support teams and the current vendor.

The Contract Transition Plan must include but is not limited to the following:

- Transition Timeline – to include all transition services listed below.
- Identify issues that need to be addressed during the transition period;

- Recommended solutions and develop a plan for the issues that need to be addressed during transition period;
- Define SHI's, including partners, roles and responsibilities;
- Define the TEA's roles and responsibilities;
- Outline key milestones during the transition period;
- Outline procedures to be followed during the transition period;
- Define the method of identifying, documenting, and transferring assets during the course of the existing contract that are subject to the transition plan;
- Outline process to transfer open tickets to SHI;
- Identify SHI's point of contact and procedures for managing problems or issues during the changeover period; and
- Outline contingency plan for failed transition of services to SHI. Components of this requirement must include the SHI's decision making process and a plan for continuation of services.
- Identify the SHI's escalation contact.

Item #	Requirement
TR-01	SHI shall describe the roles and responsibilities during the transition of the existing contract to SHI.
TR-02	SHI shall provide a Transition Plan , as outlined above, describing the parallel activities and other transition tasks.
TR-03	SHI shall provide processes for knowledge transfer from the current vendor.

#### 2.10 Termination Requirements

Item #	Requirement
TN-01	Upon termination, SHI shall work collaboratively with TEA and any new provider to transition goods and services to new provider.
TN-02	In the event of Termination for any reason, or upon expiration, TEA shall retain ownership of all associated work products and documentation produced under the Contract.
TN-03	In the event of Termination for any reason, or upon expiration, all Equipment and outstanding payments must be assumable and assignable to TEA and/or subsequent Seat Management Contractor.

## 2.11 General Requirements

Item #	Requirement
GR-01	SHI will provide Service and coverage during the hours of 7:00 am to 6:00 pm, Central Time zone, Monday through Friday excluding State Holidays. Services are required on Skeleton Crew and Optional Holidays. <a href="http://www.hr.sao.state.tx.us/Compensation/holidays.html">http://www.hr.sao.state.tx.us/Compensation/holidays.html</a>
GR-02	Support will be provided to TEA employees located in the William B Travis Building, the Moody Tower, and TCDD locations
GR-03	During coverage hours, SHI on-site technicians shall be reachable by TEA Operations staff by cell phone.
GR-04	Although not expected, in critical rare circumstances, the SHI may need to provide desk side support on weekends. An example would be similar to the Hurricane Katrina support needs that occurred over the critical first weekend of the event.
GR-05	Although rare, at times, TEA may be required to host a conference held in Austin, TX. Using Equipment available to TEA, SHI shall provide setup and support services for the event. SHI will be given at least 60 days advanced notice of such an event.
GR-06	Performance and activity reports will be provided monthly to TEA. Contents of these reports will be mutually agreed upon by SHI and TEA.
GR-07	SHI will meet face-to-face monthly with the TEA Project Manager to review status.
GR-08	TEA will have the right to request replacement, for any reason, SHI staff assigned to support TEA. Replacement shall occur immediately upon receipt of the written request.
GR-09	In the case that SHI reassigns or terminates SHI staff, SHI will notify the TEA Project Manager and TEA Information Security Officer by phone and email within one (1) business day of such resignation, reassignment, or termination. If the departing staff is being terminated for cause, SHI will notify TEA Project Manager in advance of the termination.
GR-10	SHI staff assigned to support TEA shall be proficient in the English language.
GR-11	TEA reserves the right to accept or reject any subcontractor proposed by SHI.
GR-12	SHI is responsible for end-to-end management of SHI personnel and adherence to all federal and state employment laws.

GR-13	All SHI and subcontractor personnel shall be clearly identified as SHI's employees by wearing nametags or other forms of identification as agreed to by SHI and TEA when visiting a TEA site.
GR-14	All SHI and subcontractor personnel assigned to TEA shall sign a confidentiality statement, which will be valid after the completion of the project and five (5) years after termination of the Contract. Any personnel who refuses to sign the confidentiality statement will not be approved to work on the project.
GR-15	All SHI and subcontractor personnel assigned to TEA shall adhere to all applicable TEA Policies and standards.
GR-16	Except as stated in this SOW, SHI shall furnish all supplies and/or equipment necessary to successfully perform the requirements as specified in this RFO. TEA shall not be required to furnish any equipment or tools to SHI.
GR-17	SHI may use TEA provided work space and Equipment depot (approximately 350 - 400 sq. ft.) for the sole purpose of providing the Services under this Contract

## 2.12 SERVICE LEVEL REQUIREMENTS

There will be a group of users (not to exceed 50) who support critical operations in TEA ("VIP User") and will need reduced response and repair times. TEA will provide a list of those users to the SHI. TEA shall maintain and update this list and provide it to SHI annually or more frequently if needed.

Item #	Requirement
SL-01	General User Response Time from TEA Helpdesk ticket assigned to SHI to end user shall be four (4) business hours or less for hardware failures and two (2) business hours or less for supported software failures.
SL-02	General User Resolution Time (time to complete repair and return to service) shall be the end of the next business day.
SL-03	"VIP" User Response Time from TEA Helpdesk ticket assigned to SHI to end user shall be one (1) business hour.
SL-04	"VIP" User Resolution Time (time to complete repair and return to service) shall be four (4) business hours.

SL-05	Patch Management: Patch levels of the TEA enterprise desktop environment are maintained such that: <ul style="list-style-type: none"> <li>• No greater than 5% of affected systems will be out of compliance 15 days after an enterprise deployment of patch</li> <li>• No greater than 3% of affected systems will be out of compliance 30 days after an enterprise deployment of patch</li> <li>• No greater than 1% of affected systems will be out of compliance 45 days after an enterprise deployment of patch</li> </ul>
SL-06	SHI shall collect and measure customer satisfaction surveys, in a format to be mutually agreed upon by SHI and TEA.
SL-07	SHI will provide TEA monthly service level attainment reports and remediation plans, if required, in a format to be mutually agreed upon by SHI and TEA.

### 3 INVOICES

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Payments will be made monthly and may align with the leasing schedule(s) of Equipment or in lump sum payments, as determined by TEA. Payment will be made to SHI after TEA verifies that all services invoiced have been performed. TEA's financial obligation for Equipment will commence on the first day following the month of TEA acceptance of successful installation of the Equipment. The monthly invoice will be itemized.

Payments will be made only to the SHI. No payments will be made to any subcontractor. All invoices shall reflect the Contractor's name and Comptroller's Vendor ID as the Payee, and include the TEA purchase order number. All payments will be made in accordance with TEA Contract Terms and Conditions.

SHI shall submit an invoice to TEA Accounts Payable. The invoice may be hand delivered to TEA Accounts Payable or emailed to [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov)

Texas Education Agency Accounts Payable Division,  
Room 2-130  
1701 N. Congress Ave  
Austin, TX 78701-1494

### 4 PRICING

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All prices are all inclusive, and include the DIR fee (if applicable), travel, and all applicable taxes.

Prices for Equipment is on a firm fixed price basis for Equipment equal to or similar to the configurations in Attachment 2 – Pricing Proposal.xlsx dated October 17, 2016. TEA expects that the cost of hardware will decrease over the term of the contract, and that newer Equipment can be provided at the same cost. Equipment held in the “vacant equipment pool” will not incur support charges until deployed and placed into service.

All prices are severable.

SHI shall provide the following value add benefits during the contract period.

- SHI will invest up to \$50,000.00 annually to be spent on strategic initiatives or future technology as identified by TEA.
- As part of our reporting capability, SHI will provide our software asset management tracking for license and renewal. This will apply to the licensing currently being provided by SHI in addition information from other vendors. This assumes that TEA provides vendor information to load into the tool.







## Pricing Spreadsheet (Dell)

Respondent shall complete this Pricing Spreadsheet and include the month to month commitments for the term of the lease, in accordance with Section 8 of this RFO.

If proposed refresh schedule includes hardware obligations that extend past the end of Fiscal Year 20, indicate the remaining obligation in Column BD

Service	Pricing Element	Fiscal Year 2020												FISCAL YEAR 2020 TOTAL	Any Remaining Hardware Obligation past FY20	Totals (FY 2017 - 2020)	
		Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly				
HS	<b>Upgrade Desktop Configuration:</b> Windows desktop hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Lease	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	\$26.10	313.2	1252.8
HS	<b>Upgrade PSF Desktop Configuration :</b> Windows desktop hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Lease	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	\$26.85	322.2	1288.8
HS	<b>Upgrade Laptop Configuration:</b> Windows laptop and docking station hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Lease	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	\$36.23	434.76	1739.04
HS	<b>Current iMac Configuration:</b> Mac desktop hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Lease	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	\$29.99	359.88	1439.52
HS	<b>Upgrade iMac Configuration #1:</b> Mac desktop hardware, including OEM warranty, per unit/per month that illustrates the month to month commitments over the term of the Lease	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	\$33.20	398.4	1593.6
HS	<b>Current Thin Client Configuration:</b> Thin client hardware, including OEM warranty per month that illustrates the month to month commitments over the term of the Lease	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	\$333.02	3996.24	15984.96

## Attachment 2 - Pricing Proposal - Configurations

### Upgrade Desktop Configuration

338-BHUH	Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)
412-AAGU	Mini Tower Processor Heatsink 65 Watt 1 - -
619-AIKO	Windows 8.1 Pro English, French, Spanish 64bit (Include s Windows 10 Pro License)
630-AAPK	No Productivity Software 1 - -
370-ACKC	32GB (4x8G) 2133MHz DDR4 Memory 1 - -
400-AJCL	M.2 512GB PCIe NVMe Class 40 Solid State Drive 1 - -
412-AAGV	Thermal Pad, OptiPlex 1 - -
773-BBBC	M2X3.5 Screw for SSD/DDPE 1 - -
490-BCQT	AMD Radeon R5 340X, 2GB (DP, SL-DVI-I) 1 - -
325-BBRL	DVD+/-RW Bezel 1 - -
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD) 1 - -
632-BBBJ	PowerDVD Software not included 1 - -
620-AALW	OS-Windows Media Not Included 1 - -
575-BBBI	No Integrated Stand option 1 - -
580-ADJC	Dell KB216 Wired Multi-Media Keyboard English Black
275-BBBW	Dell MS116 Wired Mouse, Black 1 - -
634-BENZ	No DDP ESS Software 1 - -
954-3465	No DDPE Encryption Software 1 - -
817-BBBB	No FGA 1 - -
210-AFGI	OptiPlex 7040 Mini Tower XCTO 1 - -
385-BBCR	No Media Card Reader 1 - -
329-BCSE	OptiPlex 7040 MT with 240W up to 85% efficient Power Supply (80Plus Bronze)
555-BBKH	No Bcom required 1 - -
340-ABKW	No Quick Reference Guide 1 - -
387-BBEZ	ENERGY STAR Version 6.0 1 - -
631-AASO	Intel vPro Technology Enabled 1 - -
555-BBFO	No Wireless 1 - -
555-BBFO	No Wireless 1 - -
800-BBIO	Desktop BTO Standard shipment 1 - -
401-AANH	2nd Hard Drive: not included 1 - -
389-BHJV	Intel Core i7 vPro Processor Label 1 - -
332-1286	US Order 1 - -

329-BBJL TPM Enabled 1 - -  
 340-AGIK Safety/Environment and Regulatory Guide  
 389-BCGW No UPC Label 1 - -  
 461-AABF No CompuTrace 1 - -  
 551-BBBJ No Intel Responsive 1 - -  
 340-AJFC Kickstart Product Registration 1 - -  
 422-0008 Dell Data Protection System Tools Digital  
 632-BBBH Browser Search Application 1 - -  
 640-BBEV Dell Data Protection | Protected Workspace 1 - -  
 640-BBLW Dell(TM) Digital Delivery Cirrus Client 1 - -  
 658-BBMQ Enable Low Power Mode 1 - -  
 658-BBMR Dell Client System Update  
 658-BBNH Waves Maxx Audio 1 - -  
 658-BBVM MY DELL 1 - -  
 658-BCUV Dell Developed Recovery Environment 1 - -  
 450-AAOJ System Power Cord (Philippine/TH/US) 1 - -  
 340-ABJI No Diagnostic/Recovery CD media 1 - -  
 389-BHMP Reg Label, MT, MEX,EPA 1 - -  
 817-BBBN NO RAID 1 - -  
 461-AABV No Accessories 1 - -  
 340-ARRJ Shipping Material for System, Minitower, DAO 1 - -  
 389-BBUU Shipping Label for DAO 1 - -  
 525-0057 Kace K1000 Express 1 - -  
 817-BBBC Not Selected in this Configuration 1 - -  
 470-AAJL NO ADAPTER 1 - -  
 997-6870 Dell Hardware Warranty Plus Service 4 years  
 KW5-00358 WINEDUE3 ALNG UpgrdSAPk MVL

**Upgrade PSF Desktop Configuration**

338-BHUH Intel Core i7-6700 Processor (Quad Core, 8MB, 8T, 3.4GHz, 65W)  
 412-AAGQ Small Form Factor Processor Heatsink 65 Watt 1 -  
 619-AECF Windows 8.1 Pro (64Bit) English French MUI 1 - -  
 630-AAPK No Productivity Software 1 - -  
 370-ACKC 32GB (4x8G) 2133MHz DDR4 Memory 1 - -

400-AJCL	M.2 512GB PCIe NVMe Class 40 Solid State Drive 1
412-AAGV	Thermal Pad, OptiPlex 1 - -
773-BBBC	M2X3.5 Screw for SSD/DDPE 1 - -
490-BCWY	Dual AMD Radeon R5 340X (2GB DP/DVI-I) 1 - -
325-BBRJ	DVD+/-RW Bezel, Small Form Factor 1 - -
429-AAJV	Tray load DVD Drive (Reads and Writes to DVD/CD)
658-BBVS	Cyberlink Media Suite Essentials for Windows with media
620-AALW	OS-Windows Media Not Included 1 - -
575-BBBI	No Integrated Stand option 1 - -
580-ADJC	Dell KB216 Wired Multi-Media Keyboard
275-BBBW	Dell MS116 Wired Mouse, Black 1 - -
634-BENZ	No DDP ESS Software 1 - -
954-3465	No DDPE Encryption Software 1 - -
817-BBBB	No FGA 1 - -
210-AFGK	OptiPlex 7040 Small Form Factor XCTO
461-AABV	No Accessories 1 - -
555-BBKH	No Bcom required 1 - -
329-BCRX	OptiPlex 7040 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)
450-AAOJ	System Power Cord (Philippine/TH/US) 1
340-ABKW	No Quick Reference Guide 1 - -
387-BBEZ	ENERGY STAR Version 6.0 1 - -
631-AASO	Intel vPro Technology Enabled 1 - -
555-BBFO	No Wireless 1 - -
401-AANH	2nd Hard Drive: not included 1 - -
389-BHJV	Intel Core i7 vPro Processor Label 1
332-1286	US Order 1 - -
555-BBFO	No Wireless 1 - -
800-BBIO	Desktop BTO Standard shipment 1 - -
385-BBCR	No Media Card Reader 1 - -
389-BCGW	No UPC Label 1 - -
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)
340-ABJI	No Diagnostic/Recovery CD media 1 - -
340-ARRM	Shipping Material for System, Small Form Factor, DAO
389-BBUU	Shipping Label for DAO 1 - -

461-AABF No CompuTrace 1 - -  
340-AJFC Kickstart Product Registration 1 - -  
422-0008 Dell Data Protection System Tools Digital Delivery/DT  
632-BBBH Browser Search Application 1 - -  
640-BBEV Dell Data Protection | Protected Workspace 1 - -  
640-BBLW Dell(TM) Digital Delivery Cirrus Client 1 - -  
658-BBMQ Enable Low Power Mode 1 - -  
658-BBMR Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex  
658-BBNH Waves Maxx Audio 1 - -  
658-BBVM MY DELL 1 - -  
658-BCUV Dell Developed Recovery Environment 1  
389-BHPR Reg Label, SFF, MEX,EPA 1 - -  
551-BBBJ No Intel Responsive 1 - -  
817-BBBN NO RAID 1 - -  
329-BBJL TPM Enabled 1 - -  
525-0057 Kace K1000 Express 1 - -  
817-BBBC Not Selected in this Configuration 1  
470-AAJL NO ADAPTER 1 - -  
480-AAJX Display Not Included 1 - -  
997-6870 Dell Hardware Warranty Plus Service 4 years  
KW5-00358 WINEDUE3 ALING UpgrdSAPk MVL

### Upgrade Laptop Configuration

379-BCFY 6th Generation Intel Core i7-6600U (Dual Core, 2.6GHz, 4MB cache)  
619-AHKN Win 10 Pro 64 English, French, Spanish 1 - -  
658-BCSB Microsoft (R)Office 30 Day Trial 1 - -  
210-AFUD Dell Latitude E5570 XCTO 1 - -  
580-ACLF Internal Dual Pointing Backlit Keyboard (US-English) 1 - -  
583-BCTJ Internal Keyboard Shroud 106, E5570 1 - -  
338-BHLO Intel Core i7-6600U Processor Base, AMD Radeon R7 M360, 2G B Discrete Graphics  
631-AARP No Out-of-Band Systems Management 1 - -  
389-BHGE Intel(R) Core(TM) i7 Label 1 - -  
370-ACPO 32GB (2x16GB) 2133Mhz DDR4 Memory 1 - -  
400-AHHV 512GB Solid State Drive 1 - -

575-BBFF	SSD Bracket for M2,SATA 1 - -
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/Bluetooth
555-BCNB	Intel Wireless 8260 Driver 1 - -
409-BBFX	Intel Rapid Storage Technology 1 - -
362-BBBB	No Wireless WAN Card 1 - -
451-BBPB	Primary 3-cell 47W/HR Battery 1 - -
320-BBPU	Non Touch WWAN HD/FHD LCD Backcover 1 - -
391-BCDK	39.6cm (15.6") HD (1366x768) Non-Touch Anti-Glare LCD with Camera and Mic
346-BBRQ	Smart Card Reader (Dual Pointing) Palmrest 1 - -
340-ADFZ	Dell Power Manager 1 - -
340-AJFC	Kickstart Product Registration 1 - -
340-AQCS	System Shipment, Latitude E5570 1 - -
422-0007	Dell Data Protection Security Tools Digital Delivery/NB
525-BBCL	SupportAssist 1 - -
640-BBLW	Dell(TM) Digital Delivery Cirrus Client 1 - -
658-BBMR	Dell Client System Update
658-BBNF	Waves Maxx Audio Royalty 1 - -
658-BCUV	Dell Developed Recovery Environment 1 - -
340-AQMC	Resource DVD 1 - -
620-AAYW	Windows 10 Pro OS Recovery 64bit - DVD 1 - -
450-AAEJ	US Power Cord 1 - -
450-AAYT	65 Watt AC Adaptor 1 - -
387-BBKF	Energy Star 6.1 1 - -
340-AGIK	Safety/Environment and Regulatory Guide
340-ATSN	Quick Reference Guide, Windows 10 1 - -
389-BEYY	Regulatory Label included 1 - -
340-ACQQ	No Option Included 1 - -
332-1286	US Order 1 - -
389-BCGW	No UPC Label 1 - -
340-AAAP	Directship Info Mod 1 - -
340-AQJY	MIX SHIP Config (DAO) 1 - -
800-BBGF	BTO Standard shipment Air 1 - -
331-7950	Dell E-Port Replicator with USB 3.0
634-BENZ	No DDP ESS Software 1 - -

954-3465	No DDPE Encryption Software 1 - -
460-BBEX	No Carrying Case 1 - -
525-0057	Kace K1000 Express 1 - -
570-AA DK	No Mouse 1 - -
575-BBCH	No Stand included 1 - -
817-BBBB	No FGA 1 - -
452-BBDB	Dell Docking Spacer for Latitude 1 - -
975-3461	Dell Hardware Warranty 4 years
460-BBLR	Dell Professional Topload - 15.6"

**Upgrade Thin Client Configuration**

**\*adjusted to QTY 2**

210-ACWJ	PowerEdge T630 Server
329-BCZH	PowerEdge T630 Motherboard MLK
461-AADZ	No Trusted Platform Module
321-BBJP	Chassis with up to 8, 3.5" Hard Drives, Tower Configuration
340-AKLY	PowerEdge T630 Shipping
338-BJDS	Intel Xeon E5-2603 v4 1.7GHz,15M Cache,6.4GT/s QPI,6C/6 T (85W) Max Mem 1866MHz
374-BBBX	No Additional Processor
412-AADW	105W Heatsink for PowerEdge T630
370-AAIP	Performance Optimized
780-BBIL	No RAID for H330 (1-32 HDDs or SSDs)
405-AADS	PERC H330 RAID Controller
542-BBBP	On-Board LOM 1GBE (Dual Port for Towers, Quad
385-BBHN	iDRAC8 Express, integrated Dell Remote Access Controller, Express
429-AAHW	DVD+/-RW, SATA, Internal
325-BBHK	Bezel
770-BBCR	No Rack Rails, No Cable Management Arm, No Casters
384-BBBL	Performance BIOS Settings
450-ADWQ	Dual, Hot-plug, Redundant Power Supply (1+1), 495W
343-BBDE	Electronic System Documentation and OpenManage DVD Kit, PowerEdge T630
618-BBDS	Windows Server 2012R2 Standard Edition,Factory Installed, No Media, 2 Socket, 2 VMs,NO CALs
634-BBOZ	Windows Server 2012R2 Standard, Media, FI Standard Ed Downgrade image, Eng
332-1286	US Order

976-8228 Basic Hardware Services: Business Hours (5X10) Next Business Day On Site Hardware Warranty Repair  
 976-8285 Dell Hardware Limited Warranty Plus On Site Service  
 996-8029 Declined recommended ProSupport service - Call  
 900-9997 Dell On-Site Installation Declined  
 973-2426 Dell Declined Remote Consulting Service  
 370-ACPH 2400MT/s RDIMMs  
 370-ACNQ **(QTY 4)** 8GB RDIMM, 2400MT/s, Single Rank, x8 Data Width 4 --  
 400-AGOM 480GB Solid State Drive SATA Read Intensive MLC  
 6Gbps 2. **(QTY 2)** 5in Hot-plug Drive,3.5in HYB CARR, S3510  
 450-AALV **(QTY 2)** NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m ), Power Cord, North America  
Additional Thin Client Licensing  
 L300 **(QTY 25)** NComputing L300 - USFF  
 FQC-09131 **(QTY 27)** Windows 10 Pro License  
 KW5-00358 **(QTY 27)** WINEDUE3 ALNG UpgrdSAPk MVL

### Attachment 3 - Pricing Summary

As of: 10/18/2016

		QTY	FY17	FY18	FY19
<b>Hardware Services</b>					
H1	Desktops	868	\$ 73,080.00	\$ 271,857.60	\$ 271,857.60
H2	PSF Desktops	65	\$ 1,745.25	\$ 20,943.00	\$ 20,943.00
H3	iMac	4	\$ 1,439.52	\$ 1,439.52	\$ 1,439.52
H4	Laptop	288	\$ 125,210.88	\$ 125,210.88	\$ 125,210.88
H5	Thin Client	1	\$ 666.04	\$ 3,996.24	\$ 3,996.24
<b>Support Services</b>					
S1	Onsite / Help Desk/ Software	1226	\$ 420,468.96	\$ 420,468.96	\$ 420,468.96
<b>Optional Services</b>					
O1	Additional units / extensions / support		\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
<b>Totals</b>			\$ 672,610.65	\$ 893,916.20	\$ 893,916.20

2,460,443.05





## Attachment 4 – Rental Schedule



RENTAL SCHEDULE NO. \_\_\_\_\_

Texas TEA INFORMATION				
Legal Name			Phone	
DBA (if any)			Entity Type	
Address			State of Organization	
City	County	State	Zip	Federal ID #

EQUIPMENT DESCRIPTION			
Quantity	Description	Unit Cost per Month	Period of Performance

TERM AND PAYMENT SCHEDULE				
Term	Frequency	No. of Payments	Total	FMV Purchase Option
				AT THE EXPIRATION OF THIS RENTAL, EQUIPMENT WILL BE RETURNED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE END USER COMPUTING SEAT MANAGEMENT CONTRACT.

SHI Government Solutions, Inc. and Texas TEA through their respective authorized officers, have set their hands to this Agreement on the dates indicated below.				
SHI GS SIGNATURE			Texas TEA SIGNATURE	
Authorized Signature <b>X</b>			Authorized Signature <b>X</b>	
Print Authorized Signor Name			Print Authorized Signor Name	
Authorized Signor Title	Dated	Authorized Signor Title	Dated	

## CONTRACT TERMS AND CONDITIONS

### A. Definitions as used in these Contract Terms and Conditions:

- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the Terms and Conditions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- *Receiving Agency, Party, Owner or TEA* means the Texas Education Agency;
- *Proposer or Respondent* may be used interchangeably in the competitive solicitation. Contractor and Respondent infer pre RFP award status and Contractor infers to post RFP award status;
- *Contractor or Performing Agency* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *Major Contract* means any contract over \$10 million cumulative over the life of the contract.
- *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.) this does not include any pre-existing materials of Contractor, or any licensed third party materials provided by Contractor; and,
- *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

**B. Contingency:** The Contract, including any amendments, extensions or subsequent contracts are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

### C. Indemnification:

#### Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

#### Infringements

- 1) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

## CONTRACT TERMS AND CONDITIONS

CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- 2) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.
- 3) If Contractor becomes aware of an actual or potential claim, or TEA provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TEA, shall), at Contractor's sole option and expense; (i) procure for the TEA 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 TEA's use is non-infringing.

CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR 'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE TEA AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, 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.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TEA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- D. Subcontracting and Substitutions:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a Request for Proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.
- G. Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current Terms and Conditions shall prevail in the event of conflict.
- H. Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract,

## CONTRACT TERMS AND CONDITIONS

whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Government Code, the state auditor may conduct an audit or investigation of the Contractor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by the Contractor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this Contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this Contract that are requested.

- I. Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

Contractor agrees, at Contractor's expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

**For School Districts and Nonprofit Organizations:** The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors.

**For Education Service Centers (ESCs):** The foregoing Intellectual Property Ownership provisions apply to an Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from TEA Legal Division.

**For Colleges and Universities:** The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

- J. Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance:**

Time is of the Essence.

Contractor's timely performance is essential to this Contract.

## CONTRACT TERMS AND CONDITIONS

### Suspension

If this Contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. TEA shall not be required to pay any standby hourly rates during a suspension of Work, if TEA suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract.

### Sanctions

If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.

- K. Information Security Requirements:** Access to Confidential TEA Information. Contractor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Contractor discloses any TEA Confidential Information to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor. Whenever communications with Contractor necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Contractor shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Contractor's security policy to ensure that any data that is on the Contractor's servers is secure. Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Contractor shall ensure that any TEA Confidential Information in the custody of Contractor is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Contractor in accordance with this Contract. Electronic media used for storing any Confidential TEA Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Contractor is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Contractor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- (1) Date and time of sanitization/destruction;
- (2) Description of the item(s) and serial number(s) if applicable;
- (3) Inventory number(s); and
- (4) Procedures and tools used for sanitization/destruction.

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to TEA all sanitization documentation.

### Access to Internal TEA Network and Systems

As a condition of gaining remote access to any internal TEA network and systems, Contractor must comply with TEA's policies and procedures. TEA's remote access request procedures will require Contractor to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Contractor must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Contractor must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Contractor's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.

### Disclosure of Security Breach

Contractor shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential TEA information ("Security Incident"). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

- (1) Description of the nature of the Security Incident;

## CONTRACT TERMS AND CONDITIONS

- (2) The type of TEA information involved;
- (3) Who may have obtained the information;
- (4) What steps Contractor has taken or will take to investigate the Security Incident;
- (5) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (6) A point of contact for additional information.

Each day thereafter until the investigation is complete, Contractor shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- (1) Who is known or suspected to have gained unauthorized access to TEA information;
- (2) Whether there is any knowledge if TEA information has been abused or compromised;
- (3) What additional steps Contractor has taken or will take to investigate the Security Incident;
- (4) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (5) What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Contractor. If Contractor does not reimburse such costs within thirty (30) days of TEA's written request, then TEA shall have the right to collect such costs.

- L. Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (30) days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within thirty (30) days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
- P. Federal Regulations Applicable to All Federally Funded Contracts:** The **Code of Federal Regulations (CFR)** annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: [http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- Q. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:

## CONTRACT TERMS AND CONDITIONS

- (1) Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
- (2) Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
- (3) Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
- (4) Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
- (5) The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
- (6) Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
- (7) Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
- (8) P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, Terms and Conditions of the Elementary and Secondary Education Act, as amended; and
- (9) General Education Provisions Act, as amended.

- R. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

**TEA**  
Lara Coffey  
Chief Technology Officer  
Texas Education Agency  
William B. Travis Building  
1701 N. Congress Avenue  
Austin, TX 78701  
Email: [Lara.Coffey@tea.texas.gov](mailto:Lara.Coffey@tea.texas.gov)

**CONTRACTOR**  
Greg Brown – Program Manager  
SHI Government Solutions  
[Gregory\\_brown@shi.com](mailto:Gregory_brown@shi.com)  
512-814-4125

For escalation purposes  
Leocadia OBrien/Dave Morris – Account Executives  
[Leocadia\\_Obrien@shi.com](mailto:Leocadia_Obrien@shi.com)/[Dave\\_morris@shi.com](mailto:Dave_morris@shi.com)  
512-770-4367/ 512-541-3400 OR  
Darron Gross – Sales Director [Darron\\_gross@shi.com](mailto:Darron_gross@shi.com)  
512-732-8021

- S. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC 201.14 -18 and TGC 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to the contracting agency monthly, in the format required by the Agency. The compliance report submission shall be required as a condition for payment. If the Contractor subcontracts any part of the contract in a manner that is not consistent with its HUB subcontracting plan, the selected respondent must submit a revised HUB subcontracting plan before subcontracting any of the work under the contract.

If the Contractor subcontracts any of the work without prior authorization and without complying with this section, the Contractor is deemed to have breached the contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.

- T. Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete

## CONTRACT TERMS AND CONDITIONS

expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.

- U. Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- V. Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA 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 or relief provided by law or equity.
- W. Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the Agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the Agency receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The Agency's participation in mediation or any other dispute resolution process shall not waive any of the Agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- X. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, Terms and Conditions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its Terms and Conditions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- Y. Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- Z. Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- AA. Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.

## CONTRACT TERMS AND CONDITIONS

- BB. Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- CC. Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.

## CONTRACT TERMS AND CONDITIONS

- DD. Protests:** Any actual or prospective Bidder, Respondent, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.
- EE. Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- FF. Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- GG. Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- HH. Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- II. Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- JJ. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- KK. Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.
- LL. Excluded Parties List System:** The Texas Education Agency and the Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- MM. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

## CONTRACT TERMS AND CONDITIONS

**NN. Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

[Section 508 of the US Rehabilitation Act of 1973](#) has been revised and adopted. Therefore, all current and potential Contractors are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 uses the [WCAG 2.0 AA Accessibility Guidelines](#) (also ISO/IEC standard 40500) as the new technical standard that Federal agencies are now required to meet when procuring products and services. With the adoption of 508 requirements being adopted, DIR will be modifying the TAC rules to synchronize with it.

Given this coming change, all Texas agencies and institutions of higher education have begun using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:

- (1) It could be technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
- (2) WCAG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.

Web development Contractors should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process.

The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

Contractor must employ real users with disabilities for manual testing. Contract is required to provide a report that will include the results of auto-testing, screen-by-screen assessments, pass/fail status for each of the identified compliance standards to be met and recommendations for how to repair the screens/pages that do not meet the standards. Remediation recommendations shall be provided to the code level. The report should include documentation of the experience of real users with disabilities and may recommend techniques for improving the usable accessibility of the application. Awarded Vendor shall validate, by title, if all accessibility requirements have been met.

All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, the contractor must contract with a third party with expertise and a proven track record in accessibility testing. The third party must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

**OO. Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.

**PP. Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract. Contractor agrees that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the contract.

**QQ. Proprietary; Confidential Information; Nondisclosure; Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with a contract resulting from this RFP ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Contractor without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its Contractors of information held by the State of Texas.

## CONTRACT TERMS AND CONDITIONS

Except when defined as part of the Work under this Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.

**RR. Independent Contractor:** Contractor shall serve as an independent Contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.

**SS. Contractor Performance:** All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Contractors who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. A Contractor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Contractor may fail this selection criterion for any of the following conditions: A score of less than 90% in the Contractor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Contractor.

Agencies report satisfactory and exceptional Contractor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, Contractor performance may be used as a factor in future contract awards. Contractor performance information is located on the CPA website at [http://www.cpa.state.tx.us/procurement/prog/vendor\\_performance/](http://www.cpa.state.tx.us/procurement/prog/vendor_performance/)

**TT. Termination:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions.

- 1. Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
- 2. Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Contractor in writing prior to the exercise of such remedy.

The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.

- 3. Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
- 4. Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
- 5. Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

## CONTRACT TERMS AND CONDITIONS

6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition.

The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. The TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Contractor.

- UU. Amendments:** All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first.

If the initial major contract (defined as expected value of \$10M or more) solicitation document submitted to the CPA Contract Advisory Team (CAT) changes substantially, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 25% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. The Contractor is permitted to re-budget among direct cost categories within tasks (less than 25%) in the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be preapproved by the TEA Project Manager before the making the changes. Once approved, the documents must be submitted to the Contracts office for incorporation into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written Amendments are required for the following Contract changes:
  - a. Any revision which would result in the need for additional funding;
  - b. Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more for Major Contracts must be approved by the Comptroller;
  - c. A request to extend the period of the Contract;
  - d. Cumulative transfers among direct cost categories/tasks which exceed or are expected to exceed 25% of the current total approved budget category/task;
  - e. Any reduction of funds or reduction in the scope of work;
  - f. Whenever a line item within a class/object code is added;
  - g. An increase in the quantity of capital outlay item(s) requested; and
  - h. An increase or decrease in the number of positions charged to Contract.

All Amendments must be signed by both parties.

- VV. Payment:** Payment for goods or services purchased with appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Contractor no later than 30 days after the later of:
- (1) Day on which the Agency received the goods;
  - (2) Date the performance of the service under the contract is completed; or
  - (3) Day on which the Agency received the complete and correct invoice for goods or services.

Invoices must be submitted to [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov), the TEA Project Manager and when applicable the designated Contract Manager.

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Additional information and a Direct Deposit Authorization application may be found at: <https://fm.xcpa.state.tx.us/fm/payment/index.php>.

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the **Deliverables and Services Review and Acceptance Process**. The Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the contract. "Final" deliverable means a deliverable that, in the belief and testimony of the Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this contract. TEA will review each deliverable, including test items, submitted by the Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have fifteen (15) working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by the Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", the Contractor will have ten (10) working days to address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by the Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by the Contractor and not charged against the contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows the Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to the Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by the Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. The Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.
2. Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees shall be documented in the Contract and may not be arbitrarily imposed after execution of the Contract. The release of retainage may be requested in the final invoice.
3. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.
4. An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
5. Contractor who is indebted or owes delinquent taxes to the State will have any payments under the Contract applied toward the debt or delinquent taxes owed the State until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify their account status by accessing the Comptroller's website at [https://fm.xcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons\\_indebted](https://fm.xcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted)

- WW. Prohibition of text messaging and emailing while driving during official federal grant business:** Contractors and their staff, subcontractors, consultants etc. are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," effective October 1, 2009.

## CONTRACT TERMS AND CONDITIONS

- XX. Force Majeure:** Neither Contractor nor TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any Contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- YY. Drug Free Workplace Policy:** The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place requirements under the Code of Federal Regulations incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments or revisions that may hereafter be issued.
- ZZ. Abandonment or Default:** If the Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Contractor. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Agency based on the seriousness of the default.

The Texas Government Code and Family Code sites referenced in this document may be viewed at: <http://www.statutes.legis.state.tx.us/>

The Texas Administrative Code site referenced in this document may be viewed at: [http://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

## **SPECIAL PROVISIONS - A**

### **Program Specific**

The parties have agreed to exceptions of the Request for Offer (RFO) solicitation and the Contract Terms and Conditions in this Contract. Each of these changes as set forth below shall apply to this Contract notwithstanding anything to the contrary in any other provision in this Contract.

#### **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, 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) Contractor's liability for damages of any kind to the TEA shall be limited to the total amount paid to Contractor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Contractor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

#### **Travel**

The Attachment 2 - Pricing Proposal is inclusive of all travel.

**SPECIAL PROVISIONS - D**  
**Historically Underutilized Business Subcontracting Plan (HSP)**

- A. Contractor's HSP is attached and incorporated herein.
- B. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the TEA HUB Coordinator before changes are initiated.
- C. Contractor must submit a Prime Contractor Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment
- D. Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the 10th day of the following month.
- E. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the [HUBOffice@tea.texas.gov](mailto:HUBOffice@tea.texas.gov)



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery, complete:**

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

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



# HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

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

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

Please thoroughly read the instructions contained in this HUB Subcontracting Plan. When completing the HUB plan, you must:

First, find the method that applies to you; see the HHSC Quick Checklist and the RFO 52900-6-2000148563 Advanced Persistent Threat (APT) Payload Analysis Solution

If you are awarded this contract, you must notify all subcontractors of their selection as a subcontractor and provide a copy of the notification to the HHSC HUB Office at [HHSCHub@hhsc.state.tx.us](mailto:HHSCHub@hhsc.state.tx.us) within ten (10) days of receiving the contract award.

This contract is classified as an All Other Services contract under the CPA rule, and there is a Statewide Annual HUB utilization goal of 26.0% per fiscal year. Respondents may search for HUB subcontractors on the CPA Centralized Master Bid List (CMBL), HUB Directory, which is located on the CPA website: <http://www.2.cpa.statetx.us/cmb/cmbhub.html>

HHSC has identified the NIGP class and item codes for potential subcontracting opportunities for this procurement under the following (but not limited to):

- Class 208 - Item 89: Threat Alert Software Microcomputer
- Class 208 - Item 90: Utilities: Back-up, Batch File, Firewall, Menus, Operating System, Network Operating System, Network Management, Recovery, Screen, Security, Virus Protection, etc.
- Class 838 - Item 34: Communication Security Systems
- Class 838 - Item 83: Telecommunication (Internet Protocol) Network Monitoring, Surveillance, Intrusion Detection Systems and Networking Products
- Class 920 - Item 37: Networking Services (Including Installation, Security, and Maintenance)

**SECTION-1 RESPONDENT AND REQUISITION INFORMATION**

a. Respondent (Company) Name: SHI Government Solutions State of Texas VID #: 1223695478500  
 Point of Contact: Dave Morris Phone #: 512.541.3400  
 E-mail Address: dave\_morris@shi.com Fax #: \_\_\_\_\_

b. Is your company a State of Texas certified HUB?  - Yes  - No

c. Requisition #: 701-16-042 Bid Open Date: 06/08/2016  
 (mm/dd/yyyy)

Enter your company's name here: SHI Government Solutions Requisition #: 701-16-042

**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11., a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

- *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)
- *No*, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If *No*, continue to SECTION 3 and SECTION 4.)

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

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

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

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

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

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

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

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

Enter your company's name here: SHI Government Solutions

Requisition #: 701-16-042

**SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)**

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

Enter your company's name here: SHI Government Solutions Requisition #: 701-16-042

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SHI-GS is a self-performing HUB. Please see our attached HUB certification. SHI-GS does not intend to subcontract any goods or services.

**SECTION-4: AFFIRMATION**

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

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

 <hr/> Signature	<b>Meghan Flisakowski</b> <hr/> Printed Name	Public Program Manager <hr/> Title	<b>6/7/2016</b> <hr/> Date (mm/dd/yyyy)
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**Reminder:**

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



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

Rev. 09/15

Enter your company's name here: <u>SHI Government Solutions</u>	Requisition #: <u>701-16-042</u>
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**IMPORTANT:** If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

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

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

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

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

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

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

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

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

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

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

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

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

Rev. 09/15

Enter your company's name here: SHI Government Solutions Requisition #: 701-16-042

**SECTION B-4: SUBCONTRACTOR SELECTION**

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

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

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

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbllsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

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

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



# HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

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

<b>SECTION: A PRIME CONTRACTOR'S INFORMATION</b>	
Company Name: <u>SHI Government Solutions</u>	State of Texas VID #: <u>1223695478500</u>
Point-of-Contact: <u>Dave Morris</u>	Phone #: <u>512.541.3400</u>
E-mail Address: <u>dave_morris@shi.com</u>	Fax #: _____

<b>SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION</b>	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: <u>06/08/2016</u> <small>(mm/dd/yyyy)</small>
Requisition #: <u>701-16-042</u>	

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

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

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_ .  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

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

**2. Subcontracting Opportunity Scope of Work:**

**3. Required Qualifications:**  - Not Applicable

**4. Bonding/Insurance Requirements:**  - Not Applicable

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