

**TEXAS WATER DEVELOPMENT BOARD**

**PURCHASE ORDER NUMBER:**

**1700012026**

(Please reference this number on all packages & invoices)

**PCC Code:**

**K**

**INVOICE TO:**

Texas Water Development Board  
P.O. Box 13231  
Austin, Texas 78711-3231

**invoice@twdb.texas.gov**

**AGENCY CONTACT:**

Tina Newstrom, CTPM  
Angela Wallace, CTPM  
(512) 463-7825  
Phone: (512) 463-7979  
Fax: (512) 475-3009

To:	<b>15416688875</b>	HUB Status:	<b>N/A</b>	<b>INVOICE TO:</b>
Northbridge Environmental Management 319 Littleton Road, Suite 208 Westford, MA 01886				Texas Water Development Board P.O. Box 13231 Austin, TX 78711-3231

<i>This section for TWDB use only</i>					
P.O. DATE	ORDER PLACED BY	DATE EXPECTED	ORDER RECEIVED BY	DATE RECEIVED	ER #
09/02/16	Tina Newstrom	N/A	N/A	N/A	B170151

920/45

QTY	UNIT	DESCRIPTION	ITEM #	UNIT PRICE	TOTAL
12	months	Annual Maintenance and Service for TxWise Software per the attached Letter of Agreement		\$ 6,257.00	\$ 75,084.00
		"Not available from any other source"		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -

SHIPPING & HANDLING	N/A
SUBTOTAL	\$ 75,084.00
SALES TAX RATE	EXEMPT
SALES TAX	\$ -
<b>TOTAL DUE</b>	<b>\$ 75,084.00</b>

Please see **PAGE 2** for additional Terms & Conditions

*Tina Newstrom* 9/2/16  
\_\_\_\_\_  
Authorized Signature Date

EMAILED  
9/2/16

**STATE SALES TAX EXEMPTIONS CERTIFICATE :** The above signed claims an exemption from taxes under Chapter 20, Title 122A revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from vendor listed above, as this property is being secured for the exclusive use of the State of Texas. The State of Texas is exempt from all Federal Excise Taxes (poform rev. 9/02)

**TEXAS WATER DEVELOPMENT BOARD TERMS & CONDITIONS**  
**Items stated below apply to and become a part of the purchase order**

**APPLICABLE FOR ALL PURCHASES**

- A. **Dispute Resolution** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Texas Water Development Board and the contractor to attempt to resolve all disputes arising under this contract.
- B. **Delinquent Taxes** - Vendor agrees that any payments due under this purchase order will be applied toward any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- C. **General Information** - Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the state of Texas.
- D. **Cancellation of Purchase Order** - Financial obligations of the state payable after each fiscal year are contingent upon funds being appropriated by the Texas Legislature budgeted or otherwise made available. If funds are not appropriated or otherwise made unavailable, any resulting contract shall be terminated without penalty upon agency giving written notice to the vendor.

**APPLICABLE FOR INTER-AGENCY PURCHASES**

- E. **Inter-Agency Purchase** - Legal Cite: Texas Government Code Chapter 771 (IAC) Act

**APPLICABLE FOR DIRECT PUBLICATION PURCHASES (as stated in Section 2.14 in the Procurement Manual)**

- F. **Direct Publication Purchases** – “Not Available from any other source”

**APPLICABLE FOR ALL AIS (Automated Information Service) PURCHASES (which includes Catalogue Contract Purchases)**

- G. **Technology Access Clause** – “The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Texas Water Development Board that the technology provided to Texas Water Development Board for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
  - 1. providing equivalent access for effective use by both visual and nonvisual means;
  - 2. presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
  - 3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."

rev. 01/16



Letter of Agreement and Statement of Work  
for Maintenance/Service and Program Enhancements of the  
Texas Water Information Systems Software

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This document along with a signed purchase order will serve as the working agreement between the Texas Water Development Board (TWDB) and Northbridge Environmental (Contractor) to provide maintenance and service to the TWDB's Texas Water Information Systems Software (TxWISE). This Letter of Agreement (Agreement) is not valid without the proper signatures below and a signed purchase order. The purchase order will be issued upon receipt of this executed Agreement prior to the start date of said Services.

**Statement of Work-**

The following systems are included under this Statement of Work (SOW):

- TxWISE Application
- CAS Application
- TxWISE Interfaces with the below:
  - HalFile
  - IFSS
  - MIP
  - OLA

**1. MAINTENANCE**

Contractor shall meet or exceed the following requirements and shall:

- a. Provide maintenance for the TxWISE application implemented at the TWDB to ensure uptime Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time (CT).
- b. Provide telephone, email, WebEx, and/or onsite support. Support shall be provided 7:00 a.m. through 6:00 p.m. CT, Monday through Friday, excluding holidays. Contractor shall respond to support notifications in accordance with the criteria stated in the Support Response Table (below) after receiving notification from TWDB, during normal business hours:

**Support Response Table**

Support Response	Severity	Criticality	Description
Response within <b>4 hours</b> of notification during normal business hours	1	Critical	<ol style="list-style-type: none"> <li>1. An incident that results in a critical business impact for the TWDB.</li> <li>2. A complete or substantial loss of service.</li> <li>3. Data loss or data corruption making an essential part of the system unusable.</li> <li>4. Inability to use a mission critical function or workflow within the system.</li> </ol>
Response within <b>24 hours</b> of notification during normal business hours	2	Medium	<ol style="list-style-type: none"> <li>1. An incident that results in significant business impact for the customer.</li> <li>2. The functionality of the software is adversely affected, but can be circumvented (a work around exists).</li> <li>3. Certain functions within the software are disabled, but the system remains operable.</li> </ol>
Response within <b>72 hours</b> of notification during normal business hours	3	Low	<ol style="list-style-type: none"> <li>1. An incident that results in a minimal business impact to the customer (i.e., customer experiences no loss of service and the incident has no significant effect on the usability of the software). Examples would be text formatting issues or misspelled words.</li> </ol>

- c. Be available when needed, via telephone, email, WebEx, and/or on site, to help troubleshoot problems, apply fixes, or perform other important maintenance tasks during off-hours as indicated in the Support Response Table listed in this contract (see above).

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- d. Issue new releases/updates of the software, including but not limited to Environmental Protection Agency (EPA) required updates. Contractor shall provide guidance and training to assist the TWDB with installation and operation of each new release.
  - e. Correct verifiable and reproducible errors when reported to Contractor. The term 'error' shall be interpreted to include defects in application documented process for tracking errors and/or defects and/or database design and code defects.
- 1.1 Provide planned maintenance, including upgrade and data management strategies. This includes, but is not limited to the following:**
- a. Assist TWDB Project Manager(s) and System Analyst(s), or Database Administrator(s), including technical guidance and system process administration with planned software, data upgrades, and maintenance schedules.
  - b. All maintenance and upgrades shall be scheduled with TWDB prior to commencement.
  - c. Software upgrades shall be coordinated with TWDB to ensure that version incompatibilities are not created.
  - d. Assist TWDB Project Manager(s) with procedures that ensure that all potentially affected users shall be notified if at any point a system must be halted to provide maintenance.
  - e. Work with TWDB staff and its Information Technology (IT) staff in reviewing and responding to maintenance issues.
  - f. Perform detailed analysis of bugs and issues regarding TxWISE.
  - g. Assist in documenting the anticipated programming efforts needed to resolve issues.
  - h. Participate in peer reviews of proposed changes (i.e. TxWISE Business Team).
  - i. Plan and perform unit-testing activities.
  - j. Respond promptly to any problems resulting from contractor-provided fixes or changes during system acceptance testing, regression testing or in production.
  - k. Assist in the deployment of changes to TxWISE application code, data structures, or data to the TWDB test and/or production environments in close coordination with IT technical staff.
  - l. Meet with program and IT staff to investigate, devise corrections to, and per approval, implement fixes.
  - m. Provide on-the-job training and/or technical knowledge transfer of the TxWISE system to IT staff by analysis, guidance, consultation, and working with IT technical staff to troubleshoot and resolve issues.
  - n. Assist IT project management staff with planning and coordination of maintenance upgrades for the duration of this maintenance period.
  - o. Participate in TxWISE technical maintenance meetings.
  - p. Review logs and system messages as needed to ensure the system is operating and performing adequately.
  - q. Notify IT Project Manager(s) of any past or probable system downtime.
  - r. Assist TWDB staff in modifying ad hoc reports.
  - s. Attend and participate in scheduled technical maintenance meetings.

Letter of Agreement and Statement of Work  
for Maintenance/Service and Program Enhancements of the  
Texas Water Information Systems Software

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- t. Assist in onsite project management and provide technical guidance as needed.
- u. Assist TWDB staff in analyzing and implementing Data Change Requests (DCRs).

**2. TWDB RESPONSIBILITIES - The TWDB shall:**

- a. Provide a Contract Manager/Information Technology Project Manager point-of-contact.
- b. Provide access to appropriate data systems and information.
- c. Provide resources for oversight, implementation and deployment of releases.
- d. Provide resources to assist the Contractor in configuring the software.
- e. Provide on-site space for Contractor personnel including office space with connectivity, meeting room, and testing areas as needed.
- f. Ensure Contractor provided equipment meets TWDB hardware and software standards prior to connecting to the TWDB Network.

**3. CONTRACTOR RESPONSIBILITIES - The Contractor shall provide:**

**3.1 STATUS REPORTS**

- a. During the Maintenance period the Contractor shall submit monthly status reports on activities outside of regular maintenance. The monthly reports shall be delivered to the TWDB TxWISE Project Manager no later than the 10<sup>th</sup> of the following month.

**3.2 ADVANCED TECHNICAL SERVICES & DATA REMEDIATION**

- a. During the term of this Agreement, the Contractor shall provide advanced technical services and data remediation assistance, as requested by TWDB project manager for services such as, but not limited to strategic enhancement planning, feasibility analysis, data remediation, and advanced system analysis.

**3.3 CONTRACTORS PERSONNEL/STAFF REQUIREMENT**

- a. Contractor Project Manager's (PM) primary responsibility shall be the day-to-day operation of the service in accordance with this SOW.
- b. Contractor PM shall be a permanent Contractor staff employee and shall serve as a constant primary point-of-contact for the TWDB.
- c. The TWDB recognizes that events beyond the control of Contractor such as death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the PM will require that Contractor propose a replacement. In the event that such a replacement is necessary, Contractor agrees that no personnel shall begin work on the project without prior written approval from the TWDB.
- d. The use of subcontractors or contract employees is permitted with prior approval from TWDB.
- e. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost with prior approval from TWDB.
- f. Contractor agrees that key personnel assigned to the TWDB shall remain available for the duration of the term of the purchase order, to the extent that this contract requires their services as long as that individual is employed by Contractor and until the contract end date is reached. TWDB understands that the contractor staff may have multiple project assignments outside this contract. Contractor shall work with TWDB to assign staff and schedule delivery of enhancement requests.

**4.0 INITIAL TERM**

Letter of Agreement and Statement of Work  
for Maintenance/Service and Program Enhancements of the  
Texas Water Information Systems Software

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September 1, 2016 through August 31, 2017.

**4.1 OPTION TO RENEW SERVICES**

There is no option to renew.

**4.2 STOP WORK ORDER**

The TWDB may issue a Stop Work Order, in writing, to the Contractor at any time. The Stop Work Order (SWO) shall provide the Contractor with notice of the facts underlying the determination to issue the SWO. The SWO may require an immediate cessation of work or the cessation of work at a definite future date. The SWO shall provide the Contractor with a definite limited time to cure the conditions underlying the SWO. If the Contractor fails to cure within 10 business days, then the Board may terminate this Agreement.

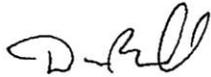
**4.3 PRICING AND PAYMENT**

a. The cost to provide the maintenance and service stated within the Agreement \$6,257 per month x 12 months for a total of \$75,084.00.

Invoices will be processed monthly. Payment shall be due within thirty (30) calendar days from receipt of each invoice. The invoice must include the purchase order number and be sent directly to the Texas Water Development Board, Accounts Payable at PO Box 13231, Austin, TX 78711-3231 or emailed to [invoice@twdb.texas.gov](mailto:invoice@twdb.texas.gov).

By executing this Letter of Agreement, the Contractor accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this Letter of Agreement. The Contractor shall comply with and cooperate in any such investigation or audit. The Contractor agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Contractor also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the Letter of Agreement.

This Letter of Agreement is hereby entered into by:



Deems Buell  
Northbridge Environmental Management Consultants  
319 Littleton Road, Suite 208  
Westford, MA 01886



Jeff Walker  
Executive Administrator  
Texas Water Development Board

9/1/16  
\_\_\_\_\_  
Date

9-2-16  
\_\_\_\_\_  
Date

10:09:18 Fri Sep 02, 2016

PYADDR.15416688875.

09/02/16

PAYEE NUMBER: 15416688875

TAXPAYER NUMBER: 15416688875

OWNERSHIP TYPE: OUT OF STATE CORP.

IAT IND:

ACTIVE

MC CNT: 1

1099 MC LOOKUP: PF12 NEXT AVAILABLE MC: 001

MAIL CODE: 000 SIC CODE: 9903 SECURITY TYPE: 0 SECURING SOURCE:

STATUS: A

TELEPHONE: 978-392-9665

NAME: NORTHBRIDGE GROUP INC

ADDRESS IND: S

ADDRESS: DBA NORTHBRIDGE ENVIRONMENTAL MGT CONSULTANTS

319 LITTLETON RD STE 208

CITY: WESTFORD

STATE: MA ZIPCODE: 01886-4100 ZONE CODE: 500

END OF DISPLAY - PF1=HELP, PF3=QUIT, PF4=MENU

10:09:27 Fri Sep 02, 2016

PYHOLD.15416688875.

NO PAYEE HOLD INFORMATION EXISTS

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : NORTHBRIDGE\* GROUP\* INC\* DBA\* NORTHBRIDGE\* ENVIRONMENTA\***  
**Record Status: Active**

**No Search Results**



# Glenn Hegar

Texas Comptroller of Public Accounts

Welcome to your official online window on state government services from the Texas Comptroller of Public Accounts.

## Debarred Vendor List

As of **September 1, 2016**, the following vendors have failed to comply with their contracts and have been debarred from doing business with the State of Texas for the period of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in RULE §20.102(b) (4).

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
11343506066	DBuilders2 LLC PO Box 248 Mansfield TX 76063	September 19, 2011	5 Years
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd Syracuse, NY 13202	November 12, 2014	5 Years
15814194500	Twiss Associates 19 Compo Rd South Westport CT 06880	September 23, 2011	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years
1272447273800	Walker Electric Company LLC 1520 Park St Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

In 2015, the Texas Legislature passed House Bill 855, which requires state agencies to publish a list of the three most commonly used Web browsers on their websites. The Texas Comptroller's most commonly used Web browsers are Microsoft Internet Explorer, Google Chrome and Apple Safari.

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### ***Direct Publication Purchase Procedure***

<b>STEP</b>	<b>PROCEDURE</b>
1	If the estimated purchase price is greater than \$25,000, post the solicitation notice and documentation to the ESBD.
2	Include a signed document in the procurement file containing the following declaration: " <b>Not available from any other source.</b> " Acceptable documents include but are not limited to: <ul style="list-style-type: none"><li>• A signed memorandum with the above statement..</li><li>• The signed PO with the above statement.</li></ul>
3	Purchase the publication directly from the sole vendor that publishes it.

### **Fuel, Oil, and Grease Purchases (PCC P)**

Fuel, oil, and lubricants/grease purchases include gasoline, diesel fuel, kerosene, aviation fuels, transmission fluids, motor oil and other lubricants, liquefied petroleum gas (LPG), and compressed natural gas (CNG). These commodities may be purchased in either bulk or packaged form.

#### ***Lubricants***

The solicitation and award of lubricants should be based on firm-fixed prices or a discount from a manufacturer's published list price.

#### ***Indexed Fuel Pricing***

Because fuel prices fluctuate, agencies should construct bulk fuel solicitations using indexed pricing based on the contractor's terminal price. The **posted terminal price** is the contractor's cost per gallon for the fuel from the refiner's depot. The posted terminal price for a contract may be either:

- The contractor's actual cost, as shown on fuel receipts.
- A standard industry quote such as Oil Price Information Service (OPIS).
- Data Transmission Network (DTNrgy).
- A current index price from The Federal Department of Energy, Energy Information Administration.

The **contractor's constant** is the difference between the posted terminal price per gallon and the selling price per gallon. The constant includes applicable taxes, environmental fees, freight charges, load fees, operational overhead, and contractor's profit margin. In your terms and conditions, prohibit contractors from changing the constant during the term of the contract. To get the actual cost of the fuel, add the contractor's constant price to the terminal price:

**Example:**      \$1.10/gallon Posted Terminal Price  
  
                    + \$0.24/gallon Contractors Constant  
  
                    \$1.34/gallon Selling price

### ***Fuel, Oil, and Grease Purchase Procedure***

1. If the specification and requirement is for:

### Perishable Goods Purchases (PCC L)

Perishable goods are goods that are subject to spoilage within a relatively short time. SPD has delegated authority to state agencies to purchase perishable goods. Perishable goods include, but are not limited to:

Description	NIGP Class-Item
Eggs, Fresh	390-21
Fruits, Fresh	390-28
Ice	390-35
Ice, Dry	390-42
Meat: Cured, Fresh, Frozen	390-49
Poultry, Dressed, Fresh	390-63
Seafood, Fresh	390-70
Shellfish, Fresh	390-72
Tamales, Fresh	390-77
Tortillas, Fresh	375-60
Vegetables, Fresh	390-84

### *Perishable Goods Purchase Procedure*

1. If the estimated purchase price is greater than \$25,000 go to Step 3.
2. Purchase the item using the Open Market Informal Solicitation Process. See *Section 2.7 Open Market Purchases* for more information on this process.
3. Post the solicitation notice and documentation to the ESBD.
4. Notify all vendors listed on the CMBL in the appropriate NIGP Class/Item codes for the commodity.

### Direct Publication Purchases (PCC K)

Direct publications are publications only available from a single source. Any publication that could be purchased using a competitive process is not considered a direct publication. For example, publications available through subscription services are not direct publications.

- Examples of commodities or services only available Directly from the Publisher, not limited to Subscriptions
- Foreign publications
- Back issues of magazines, journals, and newspapers
- Publications produced by professional societies
- Audio, visual or audiovisual materials (films, audio presentations, etc.)
- **Computer software and software maintenance**
- Electronic data services (not to be confused with internet service providers such as Earthlink or America On-line, which are not direct publications)
- Collections of any of the foregoing items, including microfilm or microfiche copies of a collection:
  - Library of Congress cards.
  - Theses, dissertations, research findings and academic publications.



Glenn Hegar  
Comptroller of Public Accounts

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**Award Notice**

Requisition Number: 1700012026  
Class/Item:

Agency: TEXAS WATER DEVELOPMENT BOARD

Bid Title:

Dollar Amount Awarded: \$ 75,084.00

Bid Status: Full Award

All or part of award went to HUB vendor(s): No HUB Vendor(s) Awarded

Renewal of annual Maintenance/Service for Texas Water Development Board TxWise Software for the period covering 09/01/16 thru 08/31/17.

Publisher/Vendor:  
Northbridge Environmental Management  
319 Littleton Road, Suite 208  
Westford, MA 01886

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## Cooperative Contracts - Blanket Exemptions

If, for any reason, a state agency wants to procure an item available from DIR's Cooperative Contracts program through an avenue other than a DIR contract, the agency must first obtain an exemption from DIR.

Before requesting an exemption, review the list of current blanket exemptions to determine if there one that applies to the IT commodity you wish to procure. (Under certain circumstances, DIR may have already determined that it is reasonable to grant a blanket exemption to all state agencies.)

Should your state agency decide to proceed with an IT product or service procurement under a blanket exemption, the procurement must be made in accordance with the exact scope, terms, and requirements specified in the Blanket Exemptions listed below.

### Blanket Exemption List

Click on each blanket exemption below to learn specific important details.

#### + Emergency Procurement Exemption

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract if a situation arises in which compliance with [TGC 2157.068 \(http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2157.htm\)](http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2157.htm) and/or [1 TAC 212 \(http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=10&ch=212\)](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212) is impractical or contrary to the public interest, and an Emergency Procurement is warranted to prevent a hazard to life, health, safety, welfare, or property or to avoid undue additional cost to the state. The scope and duration of the purchases shall not exceed the duration of the emergency.

#### + Critical Need Exemption

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract if an unforeseeable circumstance occurs that requires immediate attention, but does not qualify as an Emergency Procurement as defined in [1 TAC 212 \(http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=10&ch=212\)](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=212). This exemption is for procurements not to exceed \$1,500 and that are necessary to restore operation or to correct severely impaired operations due to an equipment failure.

#### - TIBH Set-Aside Exemption

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract if those commodity IT items are offered in the Texas Industries for the Blind & Handicapped (TIBH) catalog and designated by the Texas Facilities Commission as a product that is set aside from competitive bidding and offered through a TPASS term contract.

#### - Minimum Threshold Procurements

State agencies are granted an exemption from the requirement to purchase IT commodities through a DIR contract for procurements not to exceed \$1,000.

#### + Commodity Item exceeding \$1 Million - Exemption effective 09/01/2015

State agencies are granted an exemption from the requirement to purchase through a DIR contract when purchasing commodity products and/or services when the value of the contract exceeds \$1 million.

#### Please note:

The Cooperative Contracts and Data Center Services programs are governed by separate government code, and therefore have unique exemption requirements. Agencies within the DCS program are required to have approved DCS exemptions in addition to any exemptions that may be needed or may have already been approved through the DIR Cooperative Contracts program.

#### - Computer/Office Equipment, Accessories and Consumables Exemption through 08/31/2017

State agencies are granted an exemption for the procurement of Computer/Office Accessories and Consumables for the specific IT Commodity codes listed below:

204, 206 - Refurbished Computer and Accessories

207-30 - Compact Disks, DVD, ROM, etc.

207-42 - Diskettes, Disk Packs, Floppy Diskettes, Labels, etc.

207-72 - Printer Accessories and Supplies: Chemicals, Forms Tractors, Inks and Cartridges, Paper, Label Sheets, Sheet Feeders, Toner Cartridges Wheels, etc.

207-79 - Recycled Computer Accessories and Supplies

207-87 - Tapes, Tape Cartridges, Tape Cassettes, Tape Reels, Tape Labels, etc.

610-56 - Ribbons, Computer and Data Processing, All Types (For Tab See 610-73)

610-63 - Ribbons, Teleprinter and Teletype, All Types

838 - Refurbished Telephones

#### + Radio Tower Rental or Lease Exemption through 08/31/2017

State agencies are granted an exemption for the rental or lease of radio towers only. This exemption is valid for the IT Commodity codes listed below:

985-69 - Radio and Telecommunications Equipment and Accessory Rental or Lease (Including Radio Towers)

#### - Software Maintenance Exemption through 08/31/2017

State agencies are granted an exemption for the procurement of software maintenance, if the software maintenance is proprietary or is not available from one of the contracted vendors. State agencies are advised to check the website prior to the purchase, as DIR adds new software titles on a regular basis. This exemption is valid for the IT Commodity codes listed below:

#### 920-45 – Software Maintenance/Support

##### – Training Services Exemption through 08/31/2017

State agencies are granted an exemption for the procurement of training services, if the training is not available from one of the contracted vendors listed on the DIR Training website. State agencies are advised to check the website prior to the procurement, as the training vendors may add new training course titles on a regular basis. This exemption is valid for the IT Commodity codes listed below:

920-91 – Training, Computer Based (Software Supported)

924-40 – Instructor-led Classroom Training (Including Technical)

##### – Publication – Subscription Services Exemptions through 08/31/2017

Electronic Publications, Database or Library Subscription service not offered under any current DIR contract for class code 715-35, 915-51, 956-35, 920-02, 920-03 or 920-46.

##### – Job Posting Services Exemptions through 08/31/2017

Internet job posting not offered under any current DIR contract for class code 915-51.

##### – Accessibility-Related Commodity Items and Services Exemption through 12/31/2016

State agencies are granted an exemption for Assistive Technology Hardware, Software, and Related Services as set forth below. This exemption is valid only when the product or service does not exist on a DIR contract and is for the use and benefit of consumers or staff that are blind or visually impaired. This exemption will include licenses for assistive software if the Publisher is not listed on a DIR contract. Examples of exempt items include, but are not limited to:

1. Assistive software – Jaws, Kurzweil, Zoomtext, MaGic, Duxbury, SuperNovas, and other screen magnification and reading, speech input, and voice recognition interface, and/or with Braille support.
2. Hardware products – Deaf Blind communicators, Diabetic voice meters and talking BP cuffs, talking cash registers and weight scales, voice activated alarms, hearing devices, video cameras and hand held magnifiers, assistive CCTV's, Braille Displays and embossers, and assistive note takers.
3. Assistive services – Services for evaluating and training consumers. Services under this exemption work in coordination with assistive hardware and software falling under this exemption.

The specific IT Commodity codes for this exemption are listed below:

204-all items – Computer hardware and peripherals for microcomputers

207-10, 207-30 – Computer Accessories and Supplies

208-all items – Computer Software for Microcomputers (Preprogrammed)

465-07 – Hospital and surgical equipment, instruments and supplies

470-all items – Hospital, nursing home or residential specialized equipment for the handicapped and disabled

475-29 – Diabetes Test Kits (Including Syringes)

600-14, 600-30 – Office machines, equipment and accessories

710-09 – Alarm Systems (For the Hearing Impaired)

710-73 – Hearing Devices (See 710-72 for Hearing Aids)

710-92 – Reading Devices (For the Vision Impaired)

726-13 – Radio communication equipment, accessories and supplies

780-18 – Bathroom Scales

839-84 – Telephone equipment, accessories and supplies

840-70, 840-84 – Television equipment and accessories

952-90 – Training and Instruction (For Clients, Not Staff)

#### One-Time Exemption Request

If a blanket exemption does not exist, or if the scope, terms, and requirements of an existing blanket exemption do not meet your agency's needs, then your state agency must request a one-time exemption by completing and submitting an Exemption Request Form. Learn more about requesting a [One-Time Exemption \(/View-Contracts-And-Services/Pages/Content.aspx?id=7\)](#).