

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR SERVICES
Rightway Connections of Texas Inc.

1 Introduction

A. Parties

This Contract for Cabling Services and Related Products (this “Contract”) is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Rightway Connections of Texas Inc., (hereinafter “Successful Respondent”), with its principal place of business at 15100 Lee Road, Suite 106, Humble, TX 77347.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-551, on 11/20/2020, for Cabling Services and Related Products. Upon execution of this Contract, a notice of award for RFO DIR-CPO-TMP-551 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows:

- i. this Contract;
- ii. Appendix A, Standard Terms and Conditions;
- iii. Appendix B, Successful Respondent’s Historically Underutilized Businesses Subcontracting Plan;
- iv. Appendix C, Pricing Index;
- v. Appendix C, Attachment 1 Geographical Zone Map;
- vi. Appendix D, Service Agreement template;
- vii. and Exhibit 1, RFO DIR-CPO-TMP-551, including all Addenda; and
- viii. Exhibit 2, Successful Respondent’s Response to RFO DIR-CPO-TMP-551, including all Addenda;

Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing purchase transactions.

2 Term of Contract

The initial term of this Contract shall be two (2) years commencing the last date of approval by DIR and Successful Respondent, with one (1) optional two-year renewal followed by one (1) optional one-year renewal. Prior to expiration of each term, this Contract will renew automatically under the same terms and conditions unless either party provides notice to the other party sixty (60) days in advance of the renewal date stating that the party wishes to discuss modification of terms or non-renewal.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance, not including termination assistance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Service Offerings and Related Products

This Contract is for services and related products only. No software products may be sold under this Contract. Products may be sold as part of the service offering as related products in order to carry out the services and in accordance with Appendix C, Pricing Index.

A. Products

Products available under this Contract are limited to *Cabling Related Products* as specified in Appendix C, Pricing Index. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its product offering; provided that any changes or additions must be within the scope the posting described in Section 1.B above. Successful Respondent may not add product offerings from a manufacturer if such manufacturer was not included in Successful Respondent's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to the *Cabling Services* as specified in Appendix C, Pricing Index. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its services offering; provided that any changes or additions must be within the scope of the posting described in Section 1.B above. At DIR's sole discretion, Successful Respondent may add or remove Geographic Zones (as shown in Appendix C, Attachment 1 Geographic Zone Map) from its service offering via amendment to this Contract.

Customers (as defined in Appendix A, Standard Terms and Conditions) may request the services by a Service Agreement (as shown in Appendix D) or Statement of Work (“SOW”). Successful Respondent may respond by demonstrating qualifications and experience for each engagement. Customer will determine best value depending on Customer’s needs and criteria. Some services may not be available in all Geographic Zones (as shown in Appendix C, Attachment 1 Geographical Zone Map).

5 Pricing

Pricing to Customer shall be as set forth in **Appendix A, Standard Contract Terms and Conditions, Section 8, Pricing, Purchase Orders, Invoices and Payment**, and as limited by **Appendix C, Pricing Index**, and shall include the DIR Administrative Fee (as defined below).

6 DIR Administrative Fee

- A. The administrative fee to be paid by Successful Respondent to DIR (the “DIR Administrative Fee”) based on the dollar value of all sales to Customers pursuant to this Contract shall be three quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the DIR Administrative Fee for sales totaling \$100,000 shall be \$750.00.
- B. All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Successful Respondent without further requirement for a Contract amendment. Any change in the DIR Administrative Fee shall be incorporated in the price to Customer.

7 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

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

If sent to Successful Respondent:

Daniel L. Muniz
Rightway Connections of Texas Inc.

15100 Lee Road, Suite 106
Humble, TX 77347
Phone: (281) 441-2288
Email: dan@rightwayconnections.com

8 Service Agreements

A. Service Agreement Template

Services provided under this Contract shall be in accordance with the Service Agreement template as set forth in Appendix D of this Contract or an applicable SOW. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Successful Respondent and a Customer. If utilizing the Service Agreement template, Successful Respondent and a Customer may agree to additional terms and conditions that do not diminish or lessen the rights or protections of Customer or the responsibilities or liabilities of Successful Respondent.

B. Conflicting or Additional Terms

- 1) In the event that conflicting or additional terms in a Service Agreement, SOW, or linked or supplemental documents amend or diminish the rights of Customers, DIR, or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.
- 2) In the event of a conflict, any linked documents may not take precedence over this Contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Successful Respondent product or service offering after the effective date of the update; and, provided further, that, if Successful Respondent has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Successful Respondent's initial response shall apply to that purchase unless Successful Respondent directly informs Customer of the update before the purchase is consummated.
- 3) In the event that different or additional terms or conditions would otherwise result from accessing a linked document, Customer's agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.
- 4) Successful Respondent shall not require any document that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii)

imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

5) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the contract between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Successful Respondent.

6) The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a Reseller (as defined in Appendix A, Standard Terms and Conditions) who attempts to pass through documents and obligations from its manufacturer or publisher.

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

No exceptions have been agreed to by DIR and Successful Respondent.

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

Rightway Connections of Texas Inc.

Authorized By: Signature on File

Name: Daniel L. Muniz

Title: President

Date: 06/02/2021

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 06/07/2021

Office of General Counsel: Signature on File 06/07/2021