INTERSTATE COOPERATION CONTRACT
for Texas Department of Information Resource Technology Contracts

THIS INTERSTATE COOPERATION CONTRACT is entered into by and between _____, with its principal place of business at _____and the STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES, 300 West 15th Street, Suite 1300, Austin, Texas 78701, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Texas Government Code, Chapter 791 for Texas based Customers and Section 2054.0565, Texas Government Code, for out of state Customers.

I. STATEMENT OF PURPOSE:

The purpose of this Interstate Cooperation Contract [Contract] is to allow DIR Customer to purchase information resources technologies through DIR Contracts.

II. CONSIDERATION:

a. Per the Interlocal Cooperation Act, Texas Government Code, § 791.025, or other applicable law, the DIR Customer satisfies the requirement to seek competitive bids for the purchase of goods and/or services.
b. DIR agrees to allow DIR Customer to procure information resources technologies through existing Vendor contracts and Vendor contracts that DIR may enter into during the term of this interstate cooperation contract, in accordance with specifications submitted through purchase orders from Customer. All DIR Vendor contracts shall be made available to the DIR Customer via the DIR Internet web site. DIR Customers utilizing the Cooperative Contracts shall issue a Purchase Order directly to the relevant Vendor. DIR Customers utilizing a DIR Contract for which DIR is the fiscal agent, the DIR Customer's Purchase Order shall be issued to DIR.
c. DIR Customer agrees to notify DIR of any substantial problems in quality or service in relations with a vendor under a DIR vendor contract.

III. PAYMENT FOR GOODS AND SERVICES:

a. DIR Customer shall comply with Chapter 2251, Texas Government Code, or applicable local law, in making payments to the Vendor. Payment under a DIR Contract shall not foreclose the right to recover wrongful payments.
b. Payments must be made in accordance with laws and procedures applicable to DIR Customer.
c. DIR Customer agrees to pay the rates and/or prices set by DIR with its vendors. DIR Customer understands these rates and/or prices include a DIR administrative fee.
d. All purchases executed under a DIR Contract will require a DIR Customer purchase order.

IV. TERM OF CONTRACT:

This Interstate Cooperation Contract shall begin when fully executed by both parties and shall continue _____.

Either party, upon written notice, may terminate this contract on thirty (30) days advance written notice. Customers shall pay for all goods and services received through the effective date of termination.

V. GOVERNING LAW AND OTHER REPRESENTATIONS:

DIR Customer:

☐ Unit of Texas Local Government hereby certifying that is has statutory authority to perform its duties hereunder pursuant to Chapter _____ Code.

☐ Non-Texas State agency or unit of local government of another state hereby certifying that it has statutory authority to enter in to this Interstate Cooperation Contract and perform its duties hereunder pursuant to _____.

☐ Customer that is neither a unit of Texas Local Government nor a Non-Texas State agency or unit of local government of another state hereby certifies that it has statutory authority to enter in to this Interstate Cooperation Contract and perform its duties hereunder pursuant to _____.

VI. CERTIFYING FUNCTION:

Department of Information Resources acting as the owner of the DIR Contracts hereby certifies the eligibility of the DIR Customer to use the DIR Contracts.

VII. TERMS AND CONDITIONS FOR OUT OF STATE DIR CUSTOMERS:

SELECTIONS PER THE GOVERNING LAW OF THE OUT OF STATE DIR CUSTOMER:

1. In any issue concerning this Interstate Cooperation Contract, or the DIR Contracts, in which DIR is involved shall be governed by the law of the State of Texas, excluding the conflict of law provisions.
2. Exclusive Venue for any litigation whatsoever involving DIR is the state district court of Travis County, Texas.
3. DIR Customer's use of the DIR Contracts shall be governed by the law of the State of _____, excluding the conflicts of law provisions.
4. Exclusive Venue for litigation arising between DIR Customer and Vendor from use of the DIR Contracts is _____.
5. The following dispute resolution procedures shall be used to resolve disputes arising from use of the DIR Contracts _____.

VIII. Notification

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

If sent to the DIR:
Kelly Parker
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4700
Email: kelly.parker@dir.texas.gov

DIR Customer:
Contact Name:
Customer Name:
Address:
City, State, Zip Code:
Phone Number:
Facsimile:
Email:

This Interstate Cooperation Contract is executed to be effective as of the date of the last party to sign.

_____
(Insert Entity Name here)

Authorized By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS, acting by and through the DEPARTMENT OF INFORMATION RESOURCES

Authorized By: _____

Name: Hershel Becker

Title: Chief Procurement Officer

Date: _____

Office of General Counsel: _____ Date: _____