

Subject: [Records Center] Public Information Request :: R014674-120922
Date: Tuesday, December 20, 2022 at 12:44:34 PM Eastern Standard Time
From: TEXAS AG Public Information
To: AO Records

EXTERNAL SENDER

Attachments:

[Standing Letter Index.xlsx](#)
[RFQ_001391_-_Insight.pdf](#)
[IFB_302-23-001415_-_Limitless_Leads_Coaching_LLC.pdf](#)
[RFQ_001691_-_GTS.pdf](#)
[IFB_302-23-001415_-_Epiphany_Associates_LLC.pdf](#)
[IFB_302-23-001415_-_SNVA_LLC.pdf](#)
[RFO_302-23-001538_-_Adaptive_Digital_Systems_Inc_Part_1.pdf](#)
[RFO_302-23-001538_-_Adaptive_Digital_Systems_Inc_Part_2.pdf](#)

--- Please respond above this line ---

December 20, 2022

Ms. Emma Lewis
American Oversight
records@americanoversight.org
VIA E-MAIL ONLY

Re: Public Information Request No. R014674

Dear Ms. Lewis:

This e-mail is in response to your public information request to the Office of the Attorney General ("OAG"), received by the OAG on December 9, 2022.

The OAG has reviewed its files and has no information responsive to category one of your request. Our office maintains a Standing Letter index, which is attached, that includes the name of the company that signed the Standing Letter and the date the letter was received by our office. The only company our office has flagged is UBS, based on the Comptroller's list, which is available on the Comptroller's website. The companies highlighted

in yellow have pending SB19 inquiries. Although the Public Information Act allows a governmental body to charge for providing documents in certain circumstances, the attached documents are being provided to you at no charge.

If you have any questions, please contact publicrecords@oag.texas.gov.

Sincerely,

Lauren Downey
Assistant Attorney General
Public Information Coordinator
Office of the Attorney General

To monitor the progress or update this request please log into the [Public Records Center](#)





**Office of the Attorney General
Invitation for Bids**

Reference Number:	302-23-001415
Bid Submission deadline:	Tuesday, November 22, 2022 @ 10:00 AM CST

RESPONDING VENDOR/CONTRACTOR: (to be completed by Vendor)

Vendor Name:	Epiphany Associates, LLC
Address:	9689 S Candle Spruce Cv.
City, State Zip:	Sandy, UT 84092
Phone No.:	(801) 580-5459
Fax No.:	N/A
E-mail address:	randy@epiphanyassociates.com
Vendor Identification (VID) No.:	45-4203610

Submit Responses via email to:

Angelica.Lopez@oag.texas.gov

With email subject line: [Contractor's Name] Response to IFB 302-23-001415

All associated charges related to the equipment delivery must be provided on this form. **NOTE: (1) Late responses may not be considered,** (2) award(s) will be made in the best interest of the State, and (3) Vendor must specify if quoting all or none.

The Vendor's authorized agent must sign below. By signing this document, the Vendor acknowledges that all information contained in the document is true and correct and that Vendor agrees to comply with all terms and conditions of this document. Failure to sign will disqualify this bid. By signing this bid, Vendor certifies that if a Texas address is shown as the address of the Vendor the Vendor qualifies as a Texas Bidder as defined in section 2155.444(c) of the Texas Government Code.

DocuSigned by:

Kristen Cox
5F81CB29DAB04B8

Signature

Founder & CEO

Title

11/22/2022

Date

1. Information About the Procurement Process and Subsequent Contract

1.1. Sole Point of Contact

The sole point of contact (POC) for inquiries concerning this IFB is:

Angelica Lopez, CTCD, CTCM
Office of the Attorney General
Procurement Division
P O Box 12548
Austin, TX 78711-2548
(512) 475-4411
angelica.lopez@oag.texas.gov

OAG reserves the right to contact any Bidder for clarification after submissions. Bidders are prohibited from communicating with OAG staff regarding the IFB, with the following exceptions:

- Communications with the OAG sole point-of-contact listed in Section 1.1;
- Written questions/inquiries, which will be answered at the sole discretion of the OAG, per Section 1.2.
- Bidders may contact the OAG Historically Underutilized Businesses (HUB) Coordinator directly with questions regarding subcontracting opportunities. The HUB Coordinator, Lisa Massock may be reached by phone at (512) 475-4509 or via email at lisa.massock@oag.texas.gov. Failure to comply with this requirement may result in disqualification.

1.2. Questions

Vendor shall submit all questions regarding this procurement, in writing via email, to the point of contact listed in Section 1.1., Sole Point of Contact. The deadline for submitting questions regarding this IFB is the date and time listed in Section 1.3., Procurement Schedule.

NOTE: Procedural questions regarding response submission, dates, and locations/addresses may be addressed orally or by email with the point of contact listed in Section 1.1. Any questions submitted will be answered at the sole discretion of the OAG in a Question-and-Answer Document that will be posted to the Electronic State Business Daily (ESBD). Only answers provided in writing by the OAG shall be considered official. All questions should, to the degree possible, cite the specific IFB section and paragraph number(s) to which the question refers. Information in any form other than the materials constituting this IFB, the Question-and-Answer Document(s), and any IFB Addendum shall not be binding on the OAG.

1.3. Procurement Schedule

IFB Release Date	November 8, 2022
Vendor Questions Due	November 14, 2022 @ 10:00 AM CT
OAG Response to Vendor Questions	November 17, 2022
Vendor Response to IFB Due	November 22, 2022 @ 10:00 AM CT

1.4. Contract Documents

By submission of an offer, Vendor agrees to be bound by the terms of the IFB, OAG purchase order, and Vendor's offer. If Vendor's offer is accepted by OAG, the Contract resulting from this procurement shall be given the following order of precedence and consist of:

- 1.4.1. This IFB, including any exhibits, attachments, clarifications, forms, and supplements, attached hereto, and incorporated herein.
- 1.4.2. The OAG's purchase order including any exhibits, attachments, forms, and supplements, attached hereto, and incorporated therein; and
- 1.4.3. The Vendor's offer in response to this IFB.

1.5. Bid Submission Requirements

Bidders must submit the following information with their bid response. Failure to sign and submit all required documents may result in disqualification.

- 1.5.1. Signed Invitation for Bids (page 1)
- 1.5.2. Completed Section 3, Pricing Form (page 4).
- 1.5.3. Completed recycled material questionnaire (pages 6)

Bid to be received no later than the return date and time listed on page 1. The Bidder shall sign the bid and include all documentation requested.

2. **Scope of Service**

The Office of the Attorney General (OAG) issues this Invitation for Bids (IFB) 302-23-00145 for training on the Theory of Constraints (TOC) as described in the "Stop Decorating the Fish" publication. This is a continuation of training provided by Ms. Kristen Cox, author of "Stop Decorating the Fish", during workshops and sessions at the OAG Child Support Senior Leadership Conference conducted June 2022. Training services will include in-depth training on the TOC methodology and how to apply that theory to government workflows and processes, and ongoing applied training as CSD pilots a revision to its business processes that implement the TOC and its problem-solving approach.

3. **Pricing Form**

Line No.	Class and Item code, Description, Part Number	Qty	Unit	Unit Price	Extended Price
1	924-41. Senior Leadership virtual training sessions on the Theory of Constraints approach and associated content as described in the "Stop Decorating the Fish" publication.	1	Lot	1	\$54,837.00
Grand Total:					\$54,837.00

Note: These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only bids on items conforming exactly to these specifications, which include proposing only the brand name(s), make and model number(s) specified, will be considered in determining an award.

4. **Evaluation Criteria**

Evaluation of Bids will begin as soon as practical after receipt. Bids that are responsive to the IFB will be evaluated using the following criteria:

- Price;
- Compliance with OAG Terms and Conditions;
- Acceptance and response to IFB Specifications; and
- Bidder's Qualifications, Experience, and Past Performance.

The OAG has sole discretion and the absolute right to reject any and all offers, terminate, amend, or re-issue this IFB. The OAG reserves the right to remedy technical errors in the IFB process, waive any informalities and irregularities relating to any or all offers, and qualifications submitted in response to this request, and to negotiate modifications necessary to improve the quality or cost effectiveness of services resulting from this IFB. The issuance of this IFB does not constitute a commitment by the OAG to award any contract. The OAG intends to use any material provided in response to this IFB as a means of identifying, selecting, and contracting with an entity offering the best value to the OAG.

The OAG reserves the right to make a partial award to a vendor, including some, but not all, of the services and deliverables.

NOTES:

1. Vendor must indicate whether products listed contain recycled materials.

Check below if preferences to Texas and US Products and Texas Services are being claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306:

N/A	Supplies, materials, or equipment: Produced in Texas/offered by Texas Vendors
N/A	Agricultural products produced or grown in Texas
N/A	Agricultural products and services offered by Texas Vendors
N/A	Products offered by a Texas Bidder owned by a Texas resident service-disabled veteran
N/A	USA Produced supplies, materials, or equipment
N/A	Products of persons with mental or physical disabilities
N/A	Products made of recycled, re-manufactured, or environmentally sensitive materials including recycled steel
N/A	Energy efficient products
N/A	Rubberized asphalt paving material
N/A	Recycled motor oil and lubricants
N/A	Products produced at facilities located on formerly contaminated property
N/A	Products and services from economically depressed or blighted areas
N/A	Vendors that meet or exceed air quality standards
N/A	Recycled or Reused Computer Equipment of Other Manufacturers
N/A	Foods of Higher Nutritional Value

TERMS AND CONDITIONS for Invitation for Bids (IFB)**(THE ITEMS LISTED BELOW APPLY TO AND BECOME APART OF THE ATTACHED INVITATION FOR BIDS. ANY EXCEPTIONS THERETO MUST BE IN WRITING.)****1. Invitation for Bids Requirements**

- 1.1. Responding Vendors must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2. Responding Vendors must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3. Bids must be submitted on this form. Bids must be received by the OAG Internet email server prior to the "Return by" date and time specified on the IFB. It is the responding Vendor's responsibility to correctly address and transmit the IFB to the OAG. The OAG is not responsible for any failures of the Vendor's server to deliver to the OAG email address.
- 1.4. Late and or unsigned bids will not be considered under any circumstances. Person signing bid should show title or authority to bind the responding Vendor in a contract.
- 1.5. Bid F.O.B. destination, freight, prepaid and allowed unless otherwise stated within the specifications.
- 1.6. Bids are requested to be firm for the OAG acceptance for a minimum of sixty (60) calendar days from the "Return by" date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7. Responding Vendor should provide complete information requested on the face of this form to include the Responding Vendor's full name, address, city, state, zip, phone number, and e-mail address.
- 1.8. Bids cannot be altered or amended after the "Return by" date. Alterations made before the "Return by" date shall be initialed by an authorized agent of the Vendor. No bid can be withdrawn after opening time without prior approval by the OAG based on an acceptable reason in writing.
- 1.9. Purchases made for OAG use are exempt from the State sales tax and Federal Excise Tax. Do not include tax in bid. Excise Tax Exemption Certifications are available upon request. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Vendor in acquiring any goods or services as a part of any work called for in this procurement nor shall OAG be liable to reimburse Vendor for same. OAG shall furnish to Vendor suitable documentation of Attorney General's exemption from any taxes on goods and services procured on behalf of Attorney General upon request.
- 1.10. The OAG reserves the right to make an award on the basis of low line-item price, low total of line items, or in any other combination that will serve the best interest of the OAG and to reject any and all quoted items at the sole discretion of the OAG. The OAG also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the contract to best serve the interests of the OAG.
- 1.11. Consistent and continued tie bidding and/or quoting could cause rejection of bids by the OAG and/or investigation for antitrust violations.

2. Specifications

- 2.1. Unless otherwise specified, items offered shall be new and unused and of current production.
- 2.2. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3. The OAG will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.4. If an ICT Co-Op Contract is used for this bid, the DIR ICT Co-Op Contract provisions regarding product warranty and return policy shall apply unless otherwise specified in the IFB.

3. Tie Bids:

Awards will be made in accordance with 34 TAC 20.207 34 TAC Rules 20.36(b)(3) and 20.306 (Preferences).

4. Specifications

- 4.1. Unless otherwise specified, items offered shall be new and unused and of current production.
- 4.2. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 4.3. The OAG will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

- 4.4. If an ICT Co-Op Contract is used for this bid, the DIR ICT Co-Op Contract provisions regarding product warranty and return policy shall apply unless otherwise specified in the IFB.

5. Delivery and Contract Term:

- 5.1. Vendor's offer must show the number of days required to place material in the OAG designated location under normal conditions. Delivery days mean calendar days unless otherwise specified. Failure to state delivery time obligates responding Vendor to deliver in fourteen (14) calendar days from OAG's acceptance of Vendor's offer. Unrealistic delivery promises may cause bid to be disregarded.
- 5.2. If delay is foreseen, Vendor shall give written notice to the OAG and keep the agency advised of the status of the order at all times. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the OAG, at the OAG's sole discretion, to cancel the Purchase Order and purchase supplies elsewhere and charge full increase, if any, in cost and handling to the defaulting Vendor.
- 5.3. No substitutions permitted without written approval of the OAG.
- 5.4. Delivery shall be made during normal business working hours only unless prior approval has been obtained from the OAG.
- 5.5. This Contract begins when OAG accepts Vendor's offer with issuance of a Purchase Order and will terminate 30 calendar days after the final deadline for delivery provided in Vendor's offer, unless the parties agree in writing to extend the deadline for delivery in which case the Contract will terminate 30 calendar days after the agreed upon deadline for delivery.

6. Definitions

- 6.1. "Work Product" means any and all deliverables produced by Contractor for OAG under the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (including without limitation manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, applications, object code, source code or other programming code, HTML code, flow charts, notes, plans, blueprints, reports, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, derivations of data, information, photographs, videos, artwork, images, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, branding schemes, or other indicia of source or origin, (iii) ideas, designs, schemes, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, portions, versions, and similar or derivative works to any of the foregoing, (vi) all documentation, instruction and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to OAG under the Contract or a statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of OAG in connection with the Contract or a statement of work, or with funds appropriated by or for OAG or OAG's benefit: (a) by any Contractor personnel or OAG personnel, or combination of personnel, or (b) any OAG personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction- to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with OAG.
- 6.2. "Intellectual Property Rights" means the worldwide legal rights and/or interests evidenced by, or embedded or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, branding scheme, or other indicia of source or origin; (iv) domain name registrations and/or reservations of unique addresses on the Internet; and (v) any other proprietary, intangible or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights and/or interests that the party may have acquired by assignment, transfer or license with the right to grant sublicenses, or otherwise by operation of law.

- 6.3. "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to OAG under the Contract.
- 6.4. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Contractor (a) prior to providing any services or Work Product to OAG and prior to receiving any documents, materials, information or funding from or on behalf of OAG relating to the services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Contractor outside Contractor's provision of services or Work Product for OAG hereunder and were not created, prepared, developed, invented or conceived by any OAG personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with OAG.

7. Payment

- 7.1. Appropriations – Funding Out Clause. The Contract is contingent upon the availability of sufficient and adequate funds, and any contract resulting from this IFB is contingent upon the continued availability of lawful appropriations by the Texas Legislature. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for the Contract, OAG may restrict, reduce, or terminate the Contract. The Contract is also subject to immediate cancellation or termination by OAG, without penalty to, or further obligation of, the OAG, if sufficient and adequate funds are not available or are reallocated to another project. Contractor shall have no right of action against the OAG if OAG cannot perform its obligations under the Contract as a result of lack of funding for any activities or functions contained within the scope of the Contract. In the event of cancellation or termination under this Section, the OAG shall not be required to give notice and shall not be liable for any damages or losses, of any kind, caused or associated with such termination or cancellation.
- 7.2. Prompt Payment. Payments to Contractor by OAG under the Contract shall be in compliance with Chapter 2251 of the Texas Government Code and Title 34, Chapter 20, Subchapter F of the Texas Administrative Code.
- 7.3. Recapture of Funds. The OAG may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor. Overpayments include but are not limited to payments (i) made that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; (iii) that are otherwise inconsistent with the Contract, including without limitation any unapproved expenditures; (iv) that were paid for a deliverable for which latent defects have been discovered; or (v) that were based on fraudulent or inaccurate invoices.
- 7.4. Invoices. Prior to authorizing payment to Contractor, OAG shall evaluate Contractor's performance using the performance standards set forth in all documents constituting or related to the Contract. Contractor shall provide invoices to OAG for goods/services provided or performed. Invoices must be submitted not later than the 15th day of the month after the services are completed and accepted by OAG. No payment whatsoever shall be made under the Contract without the prior, timely submission of detailed, correct invoices. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its work, Contract performance, services or deliverables shall be reimbursed by the OAG. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance.
- 7.5. Tax Waiver. As per Section 151.309 of the Texas Tax Code, purchases made for OAG use are exempt from the State sales tax and federal excise tax. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Contractor in acquiring any goods or services as a part of any work called for in the Contract. Excise Tax Exemption Certifications are available upon request.
- 7.6. Most Favored Customer. Notwithstanding any other provision to the contrary, all the benefits, pricing and hourly rates granted by Contractor to OAG herein are at least as favorable as the benefits, pricing and hourly rates granted by Contractor to any previous client of Contractor for services and/or products similar to those provided hereunder. If Contractor enters into any subsequent agreement with any other client during the term of the Contract which provides for benefits, pricing and/or hourly rates that are

more favorable than those contained in the Contract, Contractor shall notify OAG promptly of the existence of such more favorable benefits, pricing and/or hourly rates and OAG shall have the right to receive the more favorable contractual terms immediately. If requested in writing by OAG, Contractor hereby agrees to amend the Contract to contain the more favorable benefits, pricing and/or hourly rates.

8. Time is of the Essence

Time is of the essence in the performance of the Contract. Contractor shall strictly comply with all of the deadlines and requirements for the Contract.

9. Termination

- 9.1. Termination for Convenience. OAG reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Contractor, if OAG determines that such termination is in its best interest or the best interest of the State of Texas. In the event of such a notice of termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. OAG shall be liable for payments limited only to the portion of work OAG authorized in writing and which the Contractor has completed, delivered to OAG per the Contract requirements, and which has been accepted by OAG as of the date of termination. OAG shall have no other liability or obligation to Contractor, including, without limitation, no liability for any costs of any kind associated with the termination.
- 9.2. Termination for Cause. If the Contractor fails to provide the contracted for work, deliverables and/or services according to the provisions of the Contract or fails to comply with any of the terms or conditions of the Contract, OAG may, upon written notice of default to Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy but shall be in addition to any other rights and remedies provided in equity, by law or under the Contract. The Contractor shall be liable for all costs and expenses, including court costs and attorney's fees, incurred by OAG with respect to the enforcement of any of the remedies listed herein. In addition, Contractor's misrepresentation and/or material omission with respect to any aspect of Contractor's communications during the procurement process, if any, shall constitute a material breach of the Contract.
- 9.3. Rights upon Termination or Expiration. In the event that the Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated Work Product and Intellectual Property Rights obtained from Contractor. Upon the request of OAG, but in any event upon termination or expiration of the Contract, Contractor shall surrender to OAG all documents, materials and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Contractor or furnished by OAG to Contractor, including any OAG confidential information and data, regardless of whether complete or incomplete, and all versions thereof.

10. Ownership and Licensing

- 10.1. Work for Hire. As between Contractor and OAG, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by OAG, and not Contractor. Contractor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by OAG. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to OAG all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration or action, and OAG shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product, including without limitation all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give OAG and/or the State of Texas, as well as any person designated by OAG and/or the State of Texas, all assistance required to perfect the rights transferred herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under the Contract. Contractor and OAG, as appropriate, shall cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives

herein. To the extent that title to any such work may not, by operation of law, vest in OAG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to OAG.

- 10.2. Vendor/Third Party IP. To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, or are otherwise delivered or provided to OAG alone or in conjunction with the Work Product, Contractor hereby grants to the OAG, or shall obtain from the applicable third party for OAG's benefit at no additional expense or cost, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid-up right and license, for OAG's internal business purposes only, to (i) use, execute, reproduce, copy, display (publicly and privately, by any means), perform (publicly and privately, by any means), transmit, distribute copies of, sublicense, modify and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to OAG in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify OAG on delivery of the Work Product or services if such materials include any Third-Party IP. On request, Contractor shall provide OAG with documentation indicating a third party's written approval for Contractor to use any Third-Party IP that may be embodied or reflected in the Work Product.
- 10.3. Agreement with Subcontractors. Contractor agrees that it shall have written agreement(s) that are consistent with these provisions related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to their providing such services or Work Product, and that it shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Contractor. Copies of such agreements shall be provided by Contractor to the OAG promptly upon written or oral request.

11. Confidentiality and Public Information Act

Notwithstanding any provisions of the Contract to the contrary, Contractor understands that OAG shall comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (collectively "PIA"). Information, documentation, and other material in connection with this IFB or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the 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 Contract and all data and other information generated or otherwise obtained during and throughout its performance may be subject to the PIA. Contractor shall cooperate with OAG in the production of documents responsive to any PIA request. Contractor shall notify OAG General Counsel within twenty-four (24) hours of receipt of any third-party requests which seeks information provided by the State of Texas for use in performing the Contract. To the extent allowed by law, Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of the Contract, including without limitation information which discloses confidential personal information.

12. Warranties

- 12.1. Compliance with the Specifications. Contractor represents and warrants that all deliverables and all Work Product shall be consistent with or perform materially as described in the specification/statement of work set forth in the Contract and/or Purchase Order.
- 12.2. Professional Services Warranty. Contractor warrants that products and services under the Contract and/or Purchase Order, including without limitation all Work Product, will be completed in a professional and workmanlike manner consistent with standards under the terms of the Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use and particular purpose, of good quality, free of intellectual property infringement and with no material defects. If Contractor fails to complete services timely or to perform satisfactorily under conditions required by the Contract and/or Purchase Order, the OAG may require Contractor, at its sole expense, to:
- (1) Repair or replace all defective or damaged service or product;

(2) Refund any payment received for all defective or damaged service or product.

Contractor hereby represents and warrants that each of the employees and agents assigned to perform Contractor's obligations under the Contract and/or Purchase Order shall have the skill and training to perform the services in accordance with the foregoing standard of care.

- 12.3. Right to Provide Products. Contractor hereby represents and warrants that it has the right to develop and assign all ownership rights in the deliverables and Work Product, and each and every component thereof, to OAG as contemplated under the Contract, including without limitation all patent, copyright, trade secret any other intellectual property rights, free from infringements claims, free from violations of unfair competition law, and free from violations of any other contract or law, or violations of any other third party right. Contractor represents that it has determined what licenses, patents and permits are required under the Contract and has acquired all such licenses, patents and permits. In addition, Contractor hereby represents and warrants that all project performance, Work Product and deliverables provided under the Contract and/or Purchase Order are, and will be, free of all liens, claims and other restrictions, and that OAG's use and possession of the deliverables and/or Work Product, including reproduction, display, performance and distribution of any part or portion thereof, will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Contractor, its agents, officers, employees or subcontractors may be subject.
- 12.4. Materiality of Representation. These representations and warranties are essential and material to OAG's willingness to enter into the Contract and shall survive in perpetuity.

13. Indemnities

- 13.1. Indemnification (General). CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM OAG. CONTRACTOR AND OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 13.2. Intellectual Property Infringement. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, 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, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THE CONTRACT, OR OAG'S USE OF ANY DELIVERABLE OR WORK PRODUCT PROVIDED BY CONTRACTOR. CONTRACTOR AND OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE OAG FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM OAG. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS,

DEMANDS AND EXPENSES INCURRED BY OAG AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER.

14. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by Contractor to resolve any dispute arising under the Contract.

If the Contractor's claim for breach of Contract cannot be resolved informally with the OAG, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the OAG if the parties are unable to resolve their disputes as described above.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by OAG, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under the law.

15. Limitation of Liability

FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER, IN CONNECTION WITH, OR RELATED TO THE CONTRACT, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE, IN NO EVENT SHALL EITHER OF THE PARTIES BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFITS AND/OR FAILURE TO REALIZE BENEFITS, EVEN IF IT IS, OR HAS BEEN, ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WITH REGARD TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS TO OAG HEREUNDER AND ANY VIOLATIONS OF STATE OR FEDERAL LAW BY CONTRACTOR.

16. Venue and Choice of Law

The contract resulting from this IFB shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas.

17. Independent Contractor

Contractor and/or all Contractor's employees, representatives, agents and any subcontractors shall serve as independent contractors in providing goods and/or services hereunder and shall not be deemed employees of OAG for any purpose. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Contractor shall be responsible for all employment rights and benefits of Contractor's employees. If Contractor subcontracts any of the services required in the Contract, Contractor shall hold harmless OAG and the State of Texas from any claim under such subcontract(s), and Contractor expressly understands and acknowledges that in entering into such subcontract(s), OAG is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract.

18. Certifications/Affirmations

18.1. Accuracy, Completeness and No False Statement. Contractor represents and warrants that all statements and information prepared and submitted in its response to the IFB are current, complete, true and accurate. Submitting a response with a false statement or material misrepresentations made during the performance of the Contract is a material breach of the Contract and may void the submitted response and/or resulting Contract.

18.2. Antitrust Affirmation. In accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, nor anyone

acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its response to the Contract to any competitor or any other person engaged in the same line of business as Contractor. Contractor assigns to OAG all of Contractor's rights, title and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with this Solicitation or any resulting contract.

- 18.3. Child Support Obligation. Under Section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- 18.4. No Gift/Economic Opportunity. Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, compensation or service to a public servant in connection with the submitted response.
- 18.5. No Delinquencies/Indebtedness. Contractor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 18.6. Disaster Recovery Plan. If the contract contemplates handling of "vital state record" as defined in Subsection 441.180(13) of the Texas Government Code, in accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to OAG the descriptions of its business continuity and/or disaster recovery plans as regards to the protection of the OAG's vital state records.
- 18.7. No Federal Action Resulting from a Post 2005 Disaster. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that the individual or business entity named in this response or Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
- 18.8. Disclosure of Prior State Employment. If the Contract is related to the "consulting services," as the term is defined in Subsection 2254.021(1) of the Texas Government Code, Contractor hereby certifies that it does not employ an individual who has been employed by OAG or another agency at any time during the two years preceding the submission of the response or, in the alternative, Contractor has disclosed in its response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
- 18.9. Anti-Boycott and Business Ban. To the extent that Contractor is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, Contractor hereby represents and warrants that it does not, and shall not for the duration of any resulting Contract or purchase order hereunder, boycott Israel as the term is defined under Texas Government Code, Sec. 808.001(1), or the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify OAG.

In addition, in accordance with Texas Government Code, Chapter 2252, Subchapter F, Contractor hereby represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code. Contractor represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies

with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Contractor further certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

- 18.10. Critical Infrastructure Affirmation. Pursuant to Section 2274.0102 of the Texas Government Code, Contractor certifies that neither it nor its parent company nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
- 18.11. Energy Company Boycotts. To the extent that Contractor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, Contractor hereby represents and warrants that it does not, and shall not for the duration of any resulting Contract or purchase order hereunder, boycott energy companies as the term is defined under Texas Government Code, Sec. 809.001(1), or the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify OAG.
- 18.12. Firearm Entities and Trade Associations Discrimination. To the extent that Contractor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, Contractor hereby represents and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and shall not for the duration of any resulting Contract or purchase order hereunder, discriminate against a firearm entity or firearm trade association, as the term is defined under Texas Government Code, Sec. 2274.001(3), or the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify OAG.
- 18.13. E-Verify Program. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:
- 1) all persons employed by Contractor to perform duties within Texas; and
 - 2) all persons, including subcontractors, assigned by Contractor to perform work pursuant the Contract within the United States of America.
- 18.14. Contracting with Agency Executive Heads. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.
- 18.15. No Participation in Solicitation Drafting. Under Section 2155.004 of the Texas Government Code, Contractor certifies that the individual or business entity named in the response to this IFB or in the resulting Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
- 18.16. Former Agency Employees. In accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

- 18.17. No Conflict of Interest. Contractor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 18.18. Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 18.19. Suspension and Debarment. Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 18.20. Texas Bidder Affirmation. Contractor certifies that if a Texas address is shown as the address of the Contractor in any documents or proposals submitted in response to the solicitation which results in the Contract, then Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 18.21. Human Trafficking Certification. Under Section 2155.0061 of the Texas Government Code, the Vendor certifies that the individual or business entity named in its response to this IFB or the resulting contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- 18.22. Cybersecurity Awareness Training. Contractor hereby certifies that all employees, agents, subcontractors, officers, and/or any other users authorized by Contractor that have access to an OAG computer system or database shall complete a cybersecurity training program certified by the Texas Department of Information Resources pursuant to Texas Government Code 2054.519 at the frequency prescribed by Texas Government Code 2054.5192(c). Contractor further certifies and agrees to maintain evidence of any such completed cybersecurity training and shall upon OAG request, furnish evidence of the completed cybersecurity training to OAG in the frequency, manner, and form prescribed by OAG.
- 18.23. Cloud Computing State Risk and Authorization Management Program. Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.
- 18.24. COVID-19 Vaccine Passport Prohibition. Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.
- 18.25. Computer Equipment Recycling Program. If Contractor is submitting a response for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.
- 18.26. Contracting Information Responsibilities. In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the OAG for the duration of the contract, (2) promptly provide to the OAG any contracting information related to the contract that is in the custody or possession of the Contractor on request of the OAG, and (3) on termination or expiration

of the contract, either provide at no cost to the OAG all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the OAG. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 18.27. Data Management and Security Controls. In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the OAG as evidence of Contractor's compliance with the required controls.
- 18.28. Television Equipment Recycling Program. Contractor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

19. Miscellaneous

- 19.1. Records Retention. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents, Work Product related records and other supporting documents and records relating to the Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or seven (7) years after resolution of all billing questions, whichever is later, for purposes of inspecting, monitoring, auditing, or evaluating by OAG and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work Product as defined in Section 6.3(A)(1), for OAG's purposes of inspecting, monitoring, evaluating and registering to protect any applicable intellectual property rights. Contractor and the subcontractors shall cooperate with and provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit.
- 19.2. State Auditor. In addition to and without limitation on the other audit provisions of the Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the State directly under the Contract or indirectly through a subcontract in connection with the Contract. The acceptance of funds by Contractor or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, 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, Contractor or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Contractor is responsible for any costs associated with complying with any document or information requests from the State Auditor. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time during the term of the Contract and the period described in Section 7.0, have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Contractor related to the Contract.
- 19.3. Electronic and Information Resources Accessibility Standards. All electronic and information resource products and services developed, procured, maintained or used by a state agency, must comply with Chapter 2054, Subchapter M, Texas Government Code and the Texas Department of Information

Resources administrative rules. Accordingly, Contractor represents and warrants that all Electronic Information Resources ("EIR") as that term is defined by Title 1 of Chapter 213 of the Texas Administrative Code (hereinafter "1 TAC 213") provided pursuant to this Contract, shall, at all relevant times hereunder, comply with the requirements of 1 TAC 213 and all referenced provisions therein, including Part 1194, Section 508 of the Rehabilitation Act, as well as the WCAG 2.0 Level AA Guidelines (excluding Guideline 1.2). If EIR provided pursuant to this Contract fails to conform to any of the aforementioned requirements, such failure shall be considered a material breach of this Contract by Contractor and shall entitle OAG to any remedy in law or equity otherwise available hereunder. Contractor shall, pursuant to Section 213.18 of 1 TAC 213, report current and accurate accessibility information by providing OAG a copy of their Voluntary Product Accessibility Template (VPAT) or alternatively, with prior OAG approval, a report that addresses the same accessibility criteria, in substantially the same format. Contractor further represents and warrants that for any telecommunication (as that term is defined by 1 TAC 213) equipment or services provided pursuant to this Contract, such equipment or services shall at all relevant times hereunder comply with 47 U.S.C. § 255 and 36 C.F.R § 1194.2, Appendix B, when such products are readily available, or compliance is achievable.

- 19.4. No Waiver of Sovereign Immunity. No terms or provisions of the Contract, nor the Contract's execution by OAG or any other conduct of any OAG employee, agent, or representative, shall be construed as, or deemed to be, a waiver of the sovereign immunity of OAG, the State of Texas, or any of its other agencies. The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. OAG does not waive any privileges, rights, defenses, or immunities by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.
- 19.5. No Assignment. Without the prior written consent of OAG, Contractor may not assign the Contract, in whole or in part, and may not assign any right or duty required under it.
- 19.6. No Publicity. Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, the OAG, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the OAG's prior review and approval, which the OAG may exercise at its sole discretion.
- 19.7. Amendment Procedure. Unless terminated earlier pursuant to Section 6.4 of this IFB, the Contract may be amended only upon written agreement between OAG and Contractor; however, any amendment of the Contract that conflicts with the laws of the State of Texas shall be void.
- 19.8. Order of Precedence. In the event of conflict or inconsistencies between the Contract and its exhibits or attachments, such conflict or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or OAG issued Purchase Order), Attachments to the signed Contract (or OAG issued Purchase Order), this IFB, and Contractor's response to the IFB.
- 19.9. Severability and Survivability Clauses. In the event that any provision of the Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. Rights and obligations under the Contract which by their nature should survive, including, but not limited to, any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, warranty and indemnification, shall remain in effect after termination or expiration hereof.

- 19.10. Force Majeure. The OAG shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.
- 19.11. The Contractor shall not be liable to the OAG for non-performance or delay in performance of a requirement under the Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Contractor, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.
- 19.12. In the event of an occurrence under the above paragraph, the Contractor shall be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.
- 19.13. Entire Agreement. The Contract, its attachments and exhibits constitute the entire agreement between OAG and the Contractor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, its attachments and exhibits shall be binding or valid.
- 19.14. Signature Authority. By submitting the response or executing the Contract, Contractor represents and warrants that the individual is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under the Contract or any contract which may result from the submission of the Response.
- 19.15. Terms and Conditions Attached to a Response. Any terms and conditions attached to a response will not be considered unless specifically referred to in the response.

20. Inspection and Test:

All goods will be subject to inspection and test by the OAG. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment, if applicable. All costs shall be borne by the Vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor or held for disposition at the responding Vendor's expense. Latent defects may result in revocation of acceptance.

21. Equal Employment Opportunity

Vendor agrees to comply with all applicable duly enacted State and Federal laws governing equal employment opportunities. Vendor shall ensure that all subcontracts comply with the above-referenced provisions.

22. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts:

The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this contract by any state or federal agency. The certification requirement of this provision shall be included in all subcontracts.

23. Compliance with Law:

Vendor shall be in compliance with all applicable State and Federal laws, rules, and regulations. The Vendor shall perform all services under this Contract in accordance with OAG policies and procedures. To assure that, with respect to the Vendor's performances hereunder, the OAG is carrying out the program of child support

enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended, the Vendor must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Vendor : (1) performing its obligations hereunder and; (2) providing services to the OAG as these laws, rules, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of the Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend the Contract throughout its term to incorporate any modifications necessary for the Parties' compliance with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

24. Provision of Funding by United States

It is expressly understood that any and all of OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the U.S. Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify Vendor of such fact in writing. Upon such occurrence OAG shall discontinue payment hereunder.

25. Certification Concerning Participation Eligibility

Vendor certifies that it and its principals are eligible to participate in this contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and contracting and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

26. Copyrights and Publications (if applicable)

- a. Vendor understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), Vendor may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:
 - i. the copyright in the works developed under this Contract, and
 - ii. any rights of copyright to which Vendor purchases ownership with funding from this Contract.
- b. Vendor may publish, at its expense, the results of Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

27. Intellectual Property (if applicable)

- a. Definitions
 - i. **"Proprietary Material"** means all work products and documentation including but not limited to all data, information, reports, specifications, user manuals, tapes, programs, source code, object code, documentation (including, if applicable: instructions (including user and operation manuals), computer program documentation (such as file and record layouts and descriptions, data elements and data dictionary) diagrams, flow charts, and any other tangible or intangible machine-readable or human-readable materials of any type whatsoever, and all rights therein and thereto.
 - ii. **"Derivative Work"** means a work that includes or is based on one or more preexisting works, including, without limitation, a condensation, transformation, expansion or adaptation, which if prepared without authorization of the owner of the copyright or patent of such preexisting work, would constitute copyright or patent infringement.
- b. Ownership and License Grants

- i. To the maximum extent permitted by applicable law, all Proprietary Material associated with any order that results from or is associated with this contract finally accepted by the OAG and all associated rights therein and there to shall be the sole and exclusive property of the OAG, it being intended the Proprietary Materials shall be deemed "works for hire," of which the OAG shall be deemed the owner. The OAG grants the Vendor the following license rights in such Proprietary Material: a perpetual, non-exclusive, irrevocable, world-wide, royalty-free license, which license includes the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute, or otherwise use, in whole or in part and to authorize others to use.
 - ii. However, all Proprietary Material associated with any order that results from or is associated with this contract that constitutes a Derivative Work for which the copyright and/ or patent of the included or based upon preexisting works are owned by the Vendor, shall also be owned by the Vendor. The Vendor grants the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families the following license rights in such Proprietary Material: the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute, or otherwise use, in whole or in part, and to authorize others to use for State and/or Federal Government purposes. Use of the license for government purposes includes the right (as necessary for government purposes) to change, modify or adapt such Proprietary Material, to combine the Proprietary Material with other computer software, and to obtain computing or related services from a source outside of the OAG. Computing or related services may include programming and/or executing the Proprietary Material on the OAG's computer system, programming and/or executing the Proprietary Material on the computer system of the outside source or any mix thereof.
 - iii. The Vendor shall notify the OAG whenever Proprietary Material will include or be based upon preexisting works.
 - iv. To the extent any of the Proprietary Material, by operation of law, may not be owned by the Party to which ownership has been granted (as described in this subsection) each Party agrees to assign and hereby assigns, without further consideration, all right, title, and interest in any copyright, patent, trade secret, or other proprietary right incorporated into the aforementioned Proprietary Material.
- c. Limitations
- i. Any ownership or license rights herein granted to either Party are limited by and subject to any copyrights and patents held by, and terms and conditions of any license agreements with, applicable third-party software providers.
 - ii. Nothing contained in this contract shall restrict either Party from the use of any ideas, concepts, know-how, or techniques which either Party, individually or jointly, develops or discloses under this contract.
- d. Possession by the OAG
- i. The Vendor shall supply to the OAG all Proprietary Material associated with any order that results from or is associated with this contract finally accepted (whether owned by or licensed to the OAG) except where the Vendor does not have the right to transfer such Proprietary Material to a third party.



**Office of the Attorney General
Invitation for Bids**

Reference Number:	302-23-001415
Bid Submission deadline:	Tuesday, November 22, 2022 @ 10:00 AM CST

RESPONDING VENDOR/CONTRACTOR: (to be completed by Vendor)

Vendor Name:	Limitless Leads Coaching LLC	
Address:	198 Jasper Point	
City, State Zip:	Castroville, Texas, 78009	
Phone No.:	210 724 4474	
Fax No.:		
E-mail address:	atfc@realorlive.org	
Vendor Identification (VID) No.:	1873640127600	536598

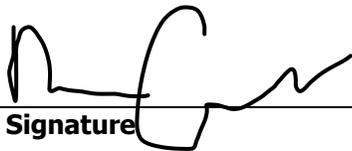
Submit Responses via email to:

Angelica.Lopez@oag.texas.gov

With email subject line: [Contractor's Name] Response to IFB 302-23-001415

All associated charges related to the equipment delivery must be provided on this form. **NOTE: (1) Late responses may not be considered,** (2) award(s) will be made in the best interest of the State, and (3) Vendor must specify if quoting all or none.

The Vendor's authorized agent must sign below. By signing this document, the Vendor acknowledges that all information contained in the document is true and correct and that Vendor agrees to comply with all terms and conditions of this document. Failure to sign will disqualify this bid. By signing this bid, Vendor certifies that if a Texas address is shown as the address of the Vendor the Vendor qualifies as a Texas Bidder as defined in section 2155.444(c) of the Texas Government Code.


Signature

Owner

Title

9 Nov 2022

Date

1. Information About the Procurement Process and Subsequent Contract

1.1. Sole Point of Contact

The sole point of contact (POC) for inquiries concerning this IFB is:

Angelica Lopez, CTCD, CTCM
Office of the Attorney General
Procurement Division
P O Box 12548
Austin, TX 78711-2548
(512) 475-4411
angelica.lopez@oag.texas.gov

OAG reserves the right to contact any Bidder for clarification after submissions. Bidders are prohibited from communicating with OAG staff regarding the IFB, with the following exceptions:

- Communications with the OAG sole point-of-contact listed in Section 1.1;
- Written questions/inquiries, which will be answered at the sole discretion of the OAG, per Section 1.2.
- Bidders may contact the OAG Historically Underutilized Businesses (HUB) Coordinator directly with questions regarding subcontracting opportunities. The HUB Coordinator, Lisa Massock may be reached by phone at (512) 475-4509 or via email at lisa.massock@oag.texas.gov. Failure to comply with this requirement may result in disqualification.

1.2. Questions

Vendor shall submit all questions regarding this procurement, in writing via email, to the point of contact listed in Section 1.1., Sole Point of Contact. The deadline for submitting questions regarding this IFB is the date and time listed in Section 1.3., Procurement Schedule.

NOTE: Procedural questions regarding response submission, dates, and locations/addresses may be addressed orally or by email with the point of contact listed in Section 1.1. Any questions submitted will be answered at the sole discretion of the OAG in a Question-and-Answer Document that will be posted to the Electronic State Business Daily (ESBD). Only answers provided in writing by the OAG shall be considered official. All questions should, to the degree possible, cite the specific IFB section and paragraph number(s) to which the question refers. Information in any form other than the materials constituting this IFB, the Question-and-Answer Document(s), and any IFB Addendum shall not be binding on the OAG.

1.3. Procurement Schedule

IFB Release Date	November 8, 2022
Vendor Questions Due	November 14, 2022 @ 10:00 AM CT
OAG Response to Vendor Questions	November 17, 2022
Vendor Response to IFB Due	November 22, 2022 @ 10:00 AM CT

1.4. Contract Documents

By submission of an offer, Vendor agrees to be bound by the terms of the IFB, OAG purchase order, and Vendor's offer. If Vendor's offer is accepted by OAG, the Contract resulting from this procurement shall be given the following order of precedence and consist of:

- 1.4.1. This IFB, including any exhibits, attachments, clarifications, forms, and supplements, attached hereto, and incorporated herein.
- 1.4.2. The OAG's purchase order including any exhibits, attachments, forms, and supplements, attached hereto, and incorporated therein; and
- 1.4.3. The Vendor's offer in response to this IFB.

1.5. Bid Submission Requirements

Bidders must submit the following information with their bid response. Failure to sign and submit all required documents may result in disqualification.

- 1.5.1. Signed Invitation for Bids (page 1)
- 1.5.2. Completed Section 3, Pricing Form (page 4).
- 1.5.3. Completed recycled material questionnaire (pages 6)

Bid to be received no later than the return date and time listed on page 1. The Bidder shall sign the bid and include all documentation requested.

2. Scope of Service

The Office of the Attorney General (OAG) issues this Invitation for Bids (IFB) 302-23-00145 for training on the Theory of Constraints (TOC) as described in the "Stop Decorating the Fish" publication. This is a continuation of training provided by Ms. Kristen Cox, author of "Stop Decorating the Fish", during workshops and sessions at the OAG Child Support Senior Leadership Conference conducted June 2022. Training services will include in-depth training on the TOC methodology and how to apply that theory to government workflows and processes, and ongoing applied training as CSD pilots a revision to its business processes that implement the TOC and its problem-solving approach.

3. Pricing Form

Line No.	Class and Item code, Description, Part Number	Qty	Unit	Unit Price	Extended Price
1	924-41. Senior Leadership virtual training sessions on the Theory of Constraints approach and associated content as described in the "Stop Decorating the Fish" publication.	1	Lot		
Grand Total:					

Note: These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only bids on items conforming exactly to these specifications, which include proposing only the brand name(s), make and model number(s) specified, will be considered in determining an award.

4. Evaluation Criteria

Evaluation of Bids will begin as soon as practical after receipt. Bids that are responsive to the IFB will be evaluated using the following criteria:

- Price;
- Compliance with OAG Terms and Conditions;
- Acceptance and response to IFB Specifications; and
- Bidder's Qualifications, Experience, and Past Performance.

The OAG has sole discretion and the absolute right to reject any and all offers, terminate, amend, or re-issue this IFB. The OAG reserves the right to remedy technical errors in the IFB process, waive any informalities and irregularities relating to any or all offers, and qualifications submitted in response to this request, and to negotiate modifications necessary to improve the quality or cost effectiveness of services resulting from this IFB. The issuance of this IFB does not constitute a commitment by the OAG to award any contract. The OAG intends to use any material provided in response to this IFB as a means of identifying, selecting, and contracting with an entity offering the best value to the OAG.

The OAG reserves the right to make a partial award to a vendor, including some, but not all, of the services and deliverables.

NOTES:

1. Vendor must indicate whether products listed contain recycled materials.

Check below if preferences to Texas and US Products and Texas Services are being claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306:

	Supplies, materials, or equipment: Produced in Texas/offered by Texas Vendors
	Agricultural products produced or grown in Texas
	Agricultural products and services offered by Texas Vendors
	Products offered by a Texas Bidder owned by a Texas resident service-disabled veteran
	USA Produced supplies, materials, or equipment
	Products of persons with mental or physical disabilities
	Products made of recycled, re-manufactured, or environmentally sensitive materials including recycled steel
	Energy efficient products
	Rubberized asphalt paving material
	Recycled motor oil and lubricants
	Products produced at facilities located on formerly contaminated property
	Products and services from economically depressed or blighted areas
	Vendors that meet or exceed air quality standards
	Recycled or Reused Computer Equipment of Other Manufacturers
	Foods of Higher Nutritional Value

TERMS AND CONDITIONS for Invitation for Bids (IFB)
(THE ITEMS LISTED BELOW APPLY TO AND BECOME APART OF THE ATTACHED INVITATION FOR BIDS. ANY EXCEPTIONS THERETO MUST BE IN WRITING.)

1. Invitation for Bids Requirements

- 1.1. Responding Vendors must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2. Responding Vendors must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3. Bids must be submitted on this form. Bids must be received by the OAG Internet email server prior to the "Return by" date and time specified on the IFB. It is the responding Vendor's responsibility to correctly address and transmit the IFB to the OAG. The OAG is not responsible for any failures of the Vendor's server to deliver to the OAG email address.
- 1.4. Late and or unsigned bids will not be considered under any circumstances. Person signing bid should show title or authority to bind the responding Vendor in a contract.
- 1.5. Bid F.O.B. destination, freight, prepaid and allowed unless otherwise stated within the specifications.
- 1.6. Bids are requested to be firm for the OAG acceptance for a minimum of sixty (60) calendar days from the "Return by" date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7. Responding Vendor should provide complete information requested on the face of this form to include the Responding Vendor's full name, address, city, state, zip, phone number, and e-mail address.
- 1.8. Bids cannot be altered or amended after the "Return by" date. Alterations made before the "Return by" date shall be initialed by an authorized agent of the Vendor. No bid can be withdrawn after opening time without prior approval by the OAG based on an acceptable reason in writing.
- 1.9. Purchases made for OAG use are exempt from the State sales tax and Federal Excise Tax. Do not include tax in bid. Excise Tax Exemption Certifications are available upon request. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Vendor in acquiring any goods or services as a part of any work called for in this procurement nor shall OAG be liable to reimburse Vendor for same. OAG shall furnish to Vendor suitable documentation of Attorney General's exemption from any taxes on goods and services procured on behalf of Attorney General upon request.
- 1.10. The OAG reserves the right to make an award on the basis of low line-item price, low total of line items, or in any other combination that will serve the best interest of the OAG and to reject any and all quoted items at the sole discretion of the OAG. The OAG also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the contract to best serve the interests of the OAG.
- 1.11. Consistent and continued tie bidding and/or quoting could cause rejection of bids by the OAG and/or investigation for antitrust violations.

2. Specifications

- 2.1. Unless otherwise specified, items offered shall be new and unused and of current production.
- 2.2. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3. The OAG will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.4. If an ICT Co-Op Contract is used for this bid, the DIR ICT Co-Op Contract provisions regarding product warranty and return policy shall apply unless otherwise specified in the IFB.

3. Tie Bids:

Awards will be made in accordance with 34 TAC 20.207 34 TAC Rules 20.36(b)(3) and 20.306 (Preferences).

4. Specifications

- 4.1. Unless otherwise specified, items offered shall be new and unused and of current production.
- 4.2. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 4.3. The OAG will not be bound by any oral statement or representation contrary to the written specifications of this IFB.

- 4.4. If an ICT Co-Op Contract is used for this bid, the DIR ICT Co-Op Contract provisions regarding product warranty and return policy shall apply unless otherwise specified in the IFB.

5. Delivery and Contract Term:

- 5.1. Vendor's offer must show the number of days required to place material in the OAG designated location under normal conditions. Delivery days mean calendar days unless otherwise specified. Failure to state delivery time obligates responding Vendor to deliver in fourteen (14) calendar days from OAG's acceptance of Vendor's offer. Unrealistic delivery promises may cause bid to be disregarded.
- 5.2. If delay is foreseen, Vendor shall give written notice to the OAG and keep the agency advised of the status of the order at all times. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the OAG, at the OAG's sole discretion, to cancel the Purchase Order and purchase supplies elsewhere and charge full increase, if any, in cost and handling to the defaulting Vendor.
- 5.3. No substitutions permitted without written approval of the OAG.
- 5.4. Delivery shall be made during normal business working hours only unless prior approval has been obtained from the OAG.
- 5.5. This Contract begins when OAG accepts Vendor's offer with issuance of a Purchase Order and will terminate 30 calendar days after the final deadline for delivery provided in Vendor's offer, unless the parties agree in writing to extend the deadline for delivery in which case the Contract will terminate 30 calendar days after the agreed upon deadline for delivery.

6. Definitions

- 6.1. "Work Product" means any and all deliverables produced by Contractor for OAG under the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (including without limitation manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, applications, object code, source code or other programming code, HTML code, flow charts, notes, plans, blueprints, reports, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, derivations of data, information, photographs, videos, artwork, images, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, branding schemes, or other indicia of source or origin, (iii) ideas, designs, schemes, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, portions, versions, and similar or derivative works to any of the foregoing, (vi) all documentation, instruction and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to OAG under the Contract or a statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of OAG in connection with the Contract or a statement of work, or with funds appropriated by or for OAG or OAG's benefit: (a) by any Contractor personnel or OAG personnel, or combination of personnel, or (b) any OAG personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with OAG.
- 6.2. "Intellectual Property Rights" means the worldwide legal rights and/or interests evidenced by, or embedded or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, branding scheme, or other indicia of source or origin; (iv) domain name registrations and/or reservations of unique addresses on the Internet; and (v) any other proprietary, intangible or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights and/or interests that the party may have acquired by assignment, transfer or license with the right to grant sublicenses, or otherwise by operation of law.

- 6.3. "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to OAG under the Contract.
- 6.4. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Contractor (a) prior to providing any services or Work Product to OAG and prior to receiving any documents, materials, information or funding from or on behalf of OAG relating to the services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Contractor outside Contractor's provision of services or Work Product for OAG hereunder and were not created, prepared, developed, invented or conceived by any OAG personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with OAG.

7. Payment

- 7.1. Appropriations – Funding Out Clause. The Contract is contingent upon the availability of sufficient and adequate funds, and any contract resulting from this IFB is contingent upon the continued availability of lawful appropriations by the Texas Legislature. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for the Contract, OAG may restrict, reduce, or terminate the Contract. The Contract is also subject to immediate cancellation or termination by OAG, without penalty to, or further obligation of, the OAG, if sufficient and adequate funds are not available or are reallocated to another project. Contractor shall have no right of action against the OAG if OAG cannot perform its obligations under the Contract as a result of lack of funding for any activities or functions contained within the scope of the Contract. In the event of cancellation or termination under this Section, the OAG shall not be required to give notice and shall not be liable for any damages or losses, of any kind, caused or associated with such termination or cancellation.
- 7.2. Prompt Payment. Payments to Contractor by OAG under the Contract shall be in compliance with Chapter 2251 of the Texas Government Code and Title 34, Chapter 20, Subchapter F of the Texas Administrative Code.
- 7.3. Recapture of Funds. The OAG may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor. Overpayments include but are not limited to payments (i) made that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; (iii) that are otherwise inconsistent with the Contract, including without limitation any unapproved expenditures; (iv) that were paid for a deliverable for which latent defects have been discovered; or (v) that were based on fraudulent or inaccurate invoices.
- 7.4. Invoices. Prior to authorizing payment to Contractor, OAG shall evaluate Contractor's performance using the performance standards set forth in all documents constituting or related to the Contract. Contractor shall provide invoices to OAG for goods/services provided or performed. Invoices must be submitted not later than the 15th day of the month after the services are completed and accepted by OAG. No payment whatsoever shall be made under the Contract without the prior, timely submission of detailed, correct invoices. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its work, Contract performance, services or deliverables shall be reimbursed by the OAG. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance.
- 7.5. Tax Waiver. As per Section 151.309 of the Texas Tax Code, purchases made for OAG use are exempt from the State sales tax and federal excise tax. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Contractor in acquiring any goods or services as a part of any work called for in the Contract. Excise Tax Exemption Certifications are available upon request.
- 7.6. Most Favored Customer. Notwithstanding any other provision to the contrary, all the benefits, pricing and hourly rates granted by Contractor to OAG herein are at least as favorable as the benefits, pricing and hourly rates granted by Contractor to any previous client of Contractor for services and/or products similar to those provided hereunder. If Contractor enters into any subsequent agreement with any other client during the term of the Contract which provides for benefits, pricing and/or hourly rates that are

more favorable than those contained in the Contract, Contractor shall notify OAG promptly of the existence of such more favorable benefits, pricing and/or hourly rates and OAG shall have the right to receive the more favorable contractual terms immediately. If requested in writing by OAG, Contractor hereby agrees to amend the Contract to contain the more favorable benefits, pricing and/or hourly rates.

8. Time is of the Essence

Time is of the essence in the performance of the Contract. Contractor shall strictly comply with all of the deadlines and requirements for the Contract.

9. Termination

- 9.1. Termination for Convenience. OAG reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice to the Contractor, if OAG determines that such termination is in its best interest or the best interest of the State of Texas. In the event of such a notice of termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. OAG shall be liable for payments limited only to the portion of work OAG authorized in writing and which the Contractor has completed, delivered to OAG per the Contract requirements, and which has been accepted by OAG as of the date of termination. OAG shall have no other liability or obligation to Contractor, including, without limitation, no liability for any costs of any kind associated with the termination.
- 9.2. Termination for Cause. If the Contractor fails to provide the contracted for work, deliverables and/or services according to the provisions of the Contract or fails to comply with any of the terms or conditions of the Contract, OAG may, upon written notice of default to Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy but shall be in addition to any other rights and remedies provided in equity, by law or under the Contract. The Contractor shall be liable for all costs and expenses, including court costs and attorney's fees, incurred by OAG with respect to the enforcement of any of the remedies listed herein. In addition, Contractor's misrepresentation and/or material omission with respect to any aspect of Contractor's communications during the procurement process, if any, shall constitute a material breach of the Contract.
- 9.3. Rights upon Termination or Expiration. In the event that the Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated Work Product and Intellectual Property Rights obtained from Contractor. Upon the request of OAG, but in any event upon termination or expiration of the Contract, Contractor shall surrender to OAG all documents, materials and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Contractor or furnished by OAG to Contractor, including any OAG confidential information and data, regardless of whether complete or incomplete, and all versions thereof.

10. Ownership and Licensing

- 10.1. Work for Hire. As between Contractor and OAG, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by OAG, and not Contractor. Contractor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by OAG. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to OAG all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration or action, and OAG shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product, including without limitation all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give OAG and/or the State of Texas, as well as any person designated by OAG and/or the State of Texas, all assistance required to perfect the rights transferred herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under the Contract. Contractor and OAG, as appropriate, shall cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives

herein. To the extent that title to any such work may not, by operation of law, vest in OAG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to OAG.

- 10.2. Vendor/Third Party IP. To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, or are otherwise delivered or provided to OAG alone or in conjunction with the Work Product, Contractor hereby grants to the OAG, or shall obtain from the applicable third party for OAG's benefit at no additional expense or cost, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid-up right and license, for OAG's internal business purposes only, to (i) use, execute, reproduce, copy, display (publicly and privately, by any means), perform (publicly and privately, by any means), transmit, distribute copies of, sublicense, modify and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to OAG in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify OAG on delivery of the Work Product or services if such materials include any Third-Party IP. On request, Contractor shall provide OAG with documentation indicating a third party's written approval for Contractor to use any Third-Party IP that may be embodied or reflected in the Work Product.
- 10.3. Agreement with Subcontractors. Contractor agrees that it shall have written agreement(s) that are consistent with these provisions related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to their providing such services or Work Product, and that it shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Contractor. Copies of such agreements shall be provided by Contractor to the OAG promptly upon written or oral request.

11. Confidentiality and Public Information Act

Notwithstanding any provisions of the Contract to the contrary, Contractor understands that OAG shall comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (collectively "PIA"). Information, documentation, and other material in connection with this IFB or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the 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 Contract and all data and other information generated or otherwise obtained during and throughout its performance may be subject to the PIA. Contractor shall cooperate with OAG in the production of documents responsive to any PIA request. Contractor shall notify OAG General Counsel within twenty-four (24) hours of receipt of any third-party requests which seeks information provided by the State of Texas for use in performing the Contract. To the extent allowed by law, Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of the Contract, including without limitation information which discloses confidential personal information.

12. Warranties

- 12.1. Compliance with the Specifications. Contractor represents and warrants that all deliverables and all Work Product shall be consistent with or perform materially as described in the specification/statement of work set forth in the Contract and/or Purchase Order.
- 12.2. Professional Services Warranty. Contractor warrants that products and services under the Contract and/or Purchase Order, including without limitation all Work Product, will be completed in a professional and workmanlike manner consistent with standards under the terms of the Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use and particular purpose, of good quality, free of intellectual property infringement and with no material defects. If Contractor fails to complete services timely or to perform satisfactorily under conditions required by the Contract and/or Purchase Order, the OAG may require Contractor, at its sole expense, to:
 - (1) Repair or replace all defective or damaged service or product;

(2) Refund any payment received for all defective or damaged service or product.

Contractor hereby represents and warrants that each of the employees and agents assigned to perform Contractor's obligations under the Contract and/or Purchase Order shall have the skill and training to perform the services in accordance with the foregoing standard of care.

- 12.3. Right to Provide Products. Contractor hereby represents and warrants that it has the right to develop and assign all ownership rights in the deliverables and Work Product, and each and every component thereof, to OAG as contemplated under the Contract, including without limitation all patent, copyright, trade secret any other intellectual property rights, free from infringements claims, free from violations of unfair competition law, and free from violations of any other contract or law, or violations of any other third party right. Contractor represents that it has determined what licenses, patents and permits are required under the Contract and has acquired all such licenses, patents and permits. In addition, Contractor hereby represents and warrants that all project performance, Work Product and deliverables provided under the Contract and/or Purchase Order are, and will be, free of all liens, claims and other restrictions, and that OAG's use and possession of the deliverables and/or Work Product, including reproduction, display, performance and distribution of any part or portion thereof, will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Contractor, its agents, officers, employees or subcontractors may be subject.
- 12.4. Materiality of Representation. These representations and warranties are essential and material to OAG's willingness to enter into the Contract and shall survive in perpetuity.

13. Indemnities

- 13.1. Indemnification (General). CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM OAG. CONTRACTOR AND OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 13.2. Intellectual Property Infringement. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, 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, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THE CONTRACT, OR OAG'S USE OF ANY DELIVERABLE OR WORK PRODUCT PROVIDED BY CONTRACTOR. CONTRACTOR AND OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE OAG FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM OAG. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS,

DEMANDS AND EXPENSES INCURRED BY OAG AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER.

14. Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by Contractor to resolve any dispute arising under the Contract.

If the Contractor's claim for breach of Contract cannot be resolved informally with the OAG, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the OAG if the parties are unable to resolve their disputes as described above.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by OAG, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under the law.

15. Limitation of Liability

FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER, IN CONNECTION WITH, OR RELATED TO THE CONTRACT, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE, IN NO EVENT SHALL EITHER OF THE PARTIES BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFITS AND/OR FAILURE TO REALIZE BENEFITS, EVEN IF IT IS, OR HAS BEEN, ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WITH REGARD TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS TO OAG HEREUNDER AND ANY VIOLATIONS OF STATE OR FEDERAL LAW BY CONTRACTOR.

16. Venue and Choice of Law

The contract resulting from this IFB shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas.

17. Independent Contractor

Contractor and/or all Contractor's employees, representatives, agents and any subcontractors shall serve as independent contractors in providing goods and/or services hereunder and shall not be deemed employees of OAG for any purpose. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Contractor shall be responsible for all employment rights and benefits of Contractor's employees. If Contractor subcontracts any of the services required in the Contract, Contractor shall hold harmless OAG and the State of Texas from any claim under such subcontract(s), and Contractor expressly understands and acknowledges that in entering into such subcontract(s), OAG is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract.

18. Certifications/Affirmations

18.1. Accuracy, Completeness and No False Statement. Contractor represents and warrants that all statements and information prepared and submitted in its response to the IFB are current, complete, true and accurate. Submitting a response with a false statement or material misrepresentations made during the performance of the Contract is a material breach of the Contract and may void the submitted response and/or resulting Contract.

18.2. Antitrust Affirmation. In accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, nor anyone

acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its response to the Contract to any competitor or any other person engaged in the same line of business as Contractor. Contractor assigns to OAG all of Contractor's rights, title and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with this Solicitation or any resulting contract.

- 18.3. Child Support Obligation. Under Section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- 18.4. No Gift/Economic Opportunity. Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, compensation or service to a public servant in connection with the submitted response.
- 18.5. No Delinquencies/Indebtedness. Contractor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 18.6. Disaster Recovery Plan. If the contract contemplates handling of "vital state record" as defined in Subsection 441.180(13) of the Texas Government Code, in accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to OAG the descriptions of its business continuity and/or disaster recovery plans as regards to the protection of the OAG's vital state records.
- 18.7. No Federal Action Resulting from a Post 2005 Disaster. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that the individual or business entity named in this response or Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
- 18.8. Disclosure of Prior State Employment. If the Contract is related to the "consulting services," as the term is defined in Subsection 2254.021(1) of the Texas Government Code, Contractor hereby certifies that it does not employ an individual who has been employed by OAG or another agency at any time during the two years preceding the submission of the response or, in the alternative, Contractor has disclosed in its response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
- 18.9. Anti-Boycott and Business Ban. To the extent that Contractor is required to make a certification pursuant to Section 2271.002 of the Texas Government Code, Contractor hereby represents and warrants that it does not, and shall not for the duration of any resulting Contract or purchase order hereunder, boycott Israel as the term is defined under Texas Government Code, Sec. 808.001(1), or the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify OAG.

In addition, in accordance with Texas Government Code, Chapter 2252, Subchapter F, Contractor hereby represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code. Contractor represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies

with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Contractor further certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanction's regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

- 18.10. Critical Infrastructure Affirmation. Pursuant to Section 2274.0102 of the Texas Government Code, Contractor certifies that neither it nor its parent company nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
- 18.11. Energy Company Boycotts. To the extent that Contractor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, Contractor hereby represents and warrants that it does not, and shall not for the duration of any resulting Contract or purchase order hereunder, boycott energy companies as the term is defined under Texas Government Code, Sec. 809.001(1), or the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify OAG.
- 18.12. Firearm Entities and Trade Associations Discrimination. To the extent that Contractor is required to make a certification pursuant to Section 2274.002 of the Texas Government Code, Contractor hereby represents and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and shall not for the duration of any resulting Contract or purchase order hereunder, discriminate against a firearm entity or firearm trade association, as the term is defined under Texas Government Code, Sec. 2274.001(3), or the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify OAG.
- 18.13. E-Verify Program. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:
- 1) all persons employed by Contractor to perform duties within Texas; and
 - 2) all persons, including subcontractors, assigned by Contractor to perform work pursuant the Contract within the United States of America.
- 18.14. Contracting with Agency Executive Heads. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.
- 18.15. No Participation in Solicitation Drafting. Under Section 2155.004 of the Texas Government Code, Contractor certifies that the individual or business entity named in the response to this IFB or in the resulting Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
- 18.16. Former Agency Employees. In accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

- 18.17. No Conflict of Interest. Contractor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 18.18. Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 18.19. Suspension and Debarment. Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 18.20. Texas Bidder Affirmation. Contractor certifies that if a Texas address is shown as the address of the Contractor in any documents or proposals submitted in response to the solicitation which results in the Contract, then Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 18.21. Human Trafficking Certification. Under Section 2155.0061 of the Texas Government Code, the Vendor certifies that the individual or business entity named in its response to this IFB or the resulting contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- 18.22. Cybersecurity Awareness Training. Contractor hereby certifies that all employees, agents, subcontractors, officers, and/or any other users authorized by Contractor that have access to an OAG computer system or database shall complete a cybersecurity training program certified by the Texas Department of Information Resources pursuant to Texas Government Code 2054.519 at the frequency prescribed by Texas Government Code 2054.5192(c). Contractor further certifies and agrees to maintain evidence of any such completed cybersecurity training and shall upon OAG request, furnish evidence of the completed cybersecurity training to OAG in the frequency, manner, and form prescribed by OAG.
- 18.23. Cloud Computing State Risk and Authorization Management Program. Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.
- 18.24. COVID-19 Vaccine Passport Prohibition. Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.
- 18.25. Computer Equipment Recycling Program. If Contractor is submitting a response for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.
- 18.26. Contracting Information Responsibilities. In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the OAG for the duration of the contract, (2) promptly provide to the OAG any contracting information related to the contract that is in the custody or possession of the Contractor on request of the OAG, and (3) on termination or expiration

of the contract, either provide at no cost to the OAG all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the OAG. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

- 18.27. Data Management and Security Controls. In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the OAG as evidence of Contractor's compliance with the required controls.
- 18.28. Television Equipment Recycling Program. Contractor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

19. Miscellaneous

- 19.1. Records Retention. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents, Work Product related records and other supporting documents and records relating to the Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or seven (7) years after resolution of all billing questions, whichever is later, for purposes of inspecting, monitoring, auditing, or evaluating by OAG and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work Product as defined in Section 6.3(A)(1), for OAG's purposes of inspecting, monitoring, evaluating and registering to protect any applicable intellectual property rights. Contractor and the subcontractors shall cooperate with and provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit.
- 19.2. State Auditor. In addition to and without limitation on the other audit provisions of the Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the State directly under the Contract or indirectly through a subcontract in connection with the Contract. The acceptance of funds by Contractor or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, 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, Contractor or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Contractor is responsible for any costs associated with complying with any document or information requests from the State Auditor. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time during the term of the Contract and the period described in Section 7.0, have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Contractor related to the Contract.
- 19.3. Electronic and Information Resources Accessibility Standards. All electronic and information resource products and services developed, procured, maintained or used by a state agency, must comply with Chapter 2054, Subchapter M, Texas Government Code and the Texas Department of Information

Resources administrative rules. Accordingly, Contractor represents and warrants that all Electronic Information Resources ("EIR") as that term is defined by Title 1 of Chapter 213 of the Texas Administrative Code (hereinafter "1 TAC 213") provided pursuant to this Contract, shall, at all relevant times hereunder, comply with the requirements of 1 TAC 213 and all referenced provisions therein, including Part 1194, Section 508 of the Rehabilitation Act, as well as the WCAG 2.0 Level AA Guidelines (excluding Guideline 1.2). If EIR provided pursuant to this Contract fails to conform to any of the aforementioned requirements, such failure shall be considered a material breach of this Contract by Contractor and shall entitle OAG to any remedy in law or equity otherwise available hereunder. Contractor shall, pursuant to Section 213.18 of 1 TAC 213, report current and accurate accessibility information by providing OAG a copy of their Voluntary Product Accessibility Template (VPAT) or alternatively, with prior OAG approval, a report that addresses the same accessibility criteria, in substantially the same format. Contractor further represents and warrants that for any telecommunication (as that term is defined by 1 TAC 213) equipment or services provided pursuant to this Contract, such equipment or services shall at all relevant times hereunder comply with 47 U.S.C. § 255 and 36 C.F.R § 1194.2, Appendix B, when such products are readily available, or compliance is achievable.

- 19.4. No Waiver of Sovereign Immunity. No terms or provisions of the Contract, nor the Contract's execution by OAG or any other conduct of any OAG employee, agent, or representative, shall be construed as, or deemed to be, a waiver of the sovereign immunity of OAG, the State of Texas, or any of its other agencies. The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. OAG does not waive any privileges, rights, defenses, or immunities by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.
- 19.5. No Assignment. Without the prior written consent of OAG, Contractor may not assign the Contract, in whole or in part, and may not assign any right or duty required under it.
- 19.6. No Publicity. Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, the OAG, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the OAG's prior review and approval, which the OAG may exercise at its sole discretion.
- 19.7. Amendment Procedure. Unless terminated earlier pursuant to Section 6.4 of this IFB, the Contract may be amended only upon written agreement between OAG and Contractor; however, any amendment of the Contract that conflicts with the laws of the State of Texas shall be void.
- 19.8. Order of Precedence. In the event of conflict or inconsistencies between the Contract and its exhibits or attachments, such conflict or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or OAG issued Purchase Order), Attachments to the signed Contract (or OAG issued Purchase Order), this IFB, and Contractor's response to the IFB.
- 19.9. Severability and Survivability Clauses. In the event that any provision of the Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. Rights and obligations under the Contract which by their nature should survive, including, but not limited to, any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, warranty and indemnification, shall remain in effect after termination or expiration hereof.

- 19.10. Force Majeure. The OAG shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.
- 19.11. The Contractor shall not be liable to the OAG for non-performance or delay in performance of a requirement under the Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Contractor, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.
- 19.12. In the event of an occurrence under the above paragraph, the Contractor shall be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.
- 19.13. Entire Agreement. The Contract, its attachments and exhibits constitute the entire agreement between OAG and the Contractor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, its attachments and exhibits shall be binding or valid.
- 19.14. Signature Authority. By submitting the response or executing the Contract, Contractor represents and warrants that the individual is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under the Contract or any contract which may result from the submission of the Response.
- 19.15. Terms and Conditions Attached to a Response. Any terms and conditions attached to a response will not be considered unless specifically referred to in the response.

20. Inspection and Test:

All goods will be subject to inspection and test by the OAG. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment, if applicable. All costs shall be borne by the Vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor or held for disposition at the responding Vendor's expense. Latent defects may result in revocation of acceptance.

21. Equal Employment Opportunity

Vendor agrees to comply with all applicable duly enacted State and Federal laws governing equal employment opportunities. Vendor shall ensure that all subcontracts comply with the above-referenced provisions.

22. Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts:

The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this contract by any state or federal agency. The certification requirement of this provision shall be included in all subcontracts.

23. Compliance with Law:

Vendor shall be in compliance with all applicable State and Federal laws, rules, and regulations. The Vendor shall perform all services under this Contract in accordance with OAG policies and procedures. To assure that, with respect to the Vendor's performances hereunder, the OAG is carrying out the program of child support

enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended, the Vendor must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Vendor : (1) performing its obligations hereunder and; (2) providing services to the OAG as these laws, rules, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of the Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend the Contract throughout its term to incorporate any modifications necessary for the Parties' compliance with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

24. Provision of Funding by United States

It is expressly understood that any and all of OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the U.S. Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify Vendor of such fact in writing. Upon such occurrence OAG shall discontinue payment hereunder.

25. Certification Concerning Participation Eligibility

Vendor certifies that it and its principals are eligible to participate in this contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and contracting and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

26. Copyrights and Publications (if applicable)

- a. Vendor understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), Vendor may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:
 - i. the copyright in the works developed under this Contract, and
 - ii. any rights of copyright to which Vendor purchases ownership with funding from this Contract.
- b. Vendor may publish, at its expense, the results of Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

27. Intellectual Property (if applicable)

- a. Definitions
 - i. "**Proprietary Material**" means all work products and documentation including but not limited to all data, information, reports, specifications, user manuals, tapes, programs, source code, object code, documentation (including, if applicable: instructions (including user and operation manuals), computer program documentation (such as file and record layouts and descriptions, data elements and data dictionary) diagrams, flow charts, and any other tangible or intangible machine-readable or human-readable materials of any type whatsoever, and all rights therein and thereto.
 - ii. "**Derivative Work**" means a work that includes or is based on one or more preexisting works, including, without limitation, a condensation, transformation, expansion or adaptation, which if prepared without authorization of the owner of the copyright or patent of such preexisting work, would constitute copyright or patent infringement.
- b. Ownership and License Grants

- i. To the maximum extent permitted by applicable law, all Proprietary Material associated with any order that results from or is associated with this contract finally accepted by the OAG and all associated rights therein and there to shall be the sole and exclusive property of the OAG, it being intended the Proprietary Materials shall be deemed "works for hire," of which the OAG shall be deemed the owner. The OAG grants the Vendor the following license rights in such Proprietary Material: a perpetual, non-exclusive, irrevocable, world-wide, royalty-free license, which license includes the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute, or otherwise use, in whole or in part and to authorize others to use.
 - ii. However, all Proprietary Material associated with any order that results from or is associated with this contract that constitutes a Derivative Work for which the copyright and/ or patent of the included or based upon preexisting works are owned by the Vendor, shall also be owned by the Vendor. The Vendor grants the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families the following license rights in such Proprietary Material: the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute, or otherwise use, in whole or in part, and to authorize others to use for State and/or Federal Government purposes. Use of the license for government purposes includes the right (as necessary for government purposes) to change, modify or adapt such Proprietary Material, to combine the Proprietary Material with other computer software, and to obtain computing or related services from a source outside of the OAG. Computing or related services may include programming and/or executing the Proprietary Material on the OAG's computer system, programming and/or executing the Proprietary Material on the computer system of the outside source or any mix thereof.
 - iii. The Vendor shall notify the OAG whenever Proprietary Material will include or be based upon preexisting works.
 - iv. To the extent any of the Proprietary Material, by operation of law, may not be owned by the Party to which ownership has been granted (as described in this subsection) each Party agrees to assign and hereby assigns, without further consideration, all right, title, and interest in any copyright, patent, trade secret, or other proprietary right incorporated into the aforementioned Proprietary Material.
- c. Limitations
- i. Any ownership or license rights herein granted to either Party are limited by and subject to any copyrights and patents held by, and terms and conditions of any license agreements with, applicable third-party software providers.
 - ii. Nothing contained in this contract shall restrict either Party from the use of any ideas, concepts, know-how, or techniques which either Party, individually or jointly, develops or discloses under this contract.
- d. Possession by the OAG
- i. The Vendor shall supply to the OAG all Proprietary Material associated with any order that results from or is associated with this contract finally accepted (whether owned by or licensed to the OAG) except where the Vendor does not have the right to transfer such Proprietary Material to a third party.

RESPONSE TO



Office of the Attorney General (OAG), TX

For

IFB #302-23-001415 – Leadership Workshop

Submission Deadline: Tuesday, Nov 22, 2022 @ 10:00 AM CST

Prepared By:



**SNVA LLC
SNVA, LLC**

2 Industrial Park Drive, Unit 2E, Waldorf MD 20602

Email: govservices@snva.com

Contact #: (240) 746-7166, ext. 871



COVER LETTER

To:

Angelica Lopez, CTCD, CTCM
Office of the Attorney General – Procurement Division
P O Box 12548
Austin, TX 78711-2548
(512) 475-4411; angelica.lopez@oag.texas.gov

Date: November 22, 2022

Ref:

IFB #302-23-001415 | Leadership Workshop

We at SNVA, LLC is pleased to submit this business proposal for **Leadership Workshop** to support The Office of Attorney General (OAG) (herein after refer as “**OAG**”) by offering training on the Theory of Constraints (TOC) as described in the “Stop Decorating the Fish” publication; which is a continuation of training provided by Ms. Kristen Cox, author of “Stop Decorating the Fish”, during workshops and sessions at the OAG Child Support Senior Leadership Conference conducted June 2022. These services will include in-depth training on the TOC methodology and how to apply that theory to government workflows and processes, and ongoing applied training as CSD pilots a revision to its business processes that implement the TOC and its problem-solving approach. After careful review of issued documents and its stated missions, purposes, visions, and requirements, we have crafted our proposal that seeks to reflect our clear understanding of your needs by providing temporary, project- based, or specific terms resources; while also presenting our competitive advantages in providing the best training and coaching content. SNVA is thrilled to leverage both of our internal expertise and external partnerships; we have come up with a proposal that provides the OAG with the best combination of quality talent and a dedicated support team who is professionally trained to step in and help make this engagement a success.

As established players in the training ecosystem, with a deep understanding of OAG’s requirements, we are confident in our ability to successfully cater to your needs. There are several reasons why we think we are ideally suited to be your trusted partner in supporting Leadership Workshop efforts:

- We bring immense value based on decades of organizational knowledge and expertise around proven successful digital practices that cover innovation, integrity, and scalability.
- Strong understanding of the technical environment and workflow as it pertains to technology and business principles, standards, and awareness.
- Our local expertise with a global footprint gives us access to a diverse team of highly qualified professionals.
- We are committed to providing prompt and courteous customer service so that your experience is as pleasant as possible.

We have taken a good hard look at the IFB and have matched the requirements as defined in the document with the solution and price best suited for your success. Our strategy for this effort is to first and foremost provide you with competent and reliable training. We have done our best to present supporting materials through this proposal and hope that you will consider giving us an opportunity to continue this conversation further. Let us know if you have any questions about anything outlined in this response.

Truly Yours,

Vivek Singh

Vivek Singh, Director



**Office of the Attorney General
Invitation for Bids**

Reference Number:	302-23-001415
Bid Submission deadline:	Tuesday, November 22, 2022 @ 10:00 AM CST

RESPONDING VENDOR/CONTRACTOR: (to be completed by Vendor)

Vendor Name:	SNVA LLC
Address:	2 Industrial Park Drive Unit 2E
City, State Zip:	Waldorf, MD 20602
Phone No.:	(240) 746-7166
Fax No.:	
E-mail address:	govservices@snva.com
Vendor Identification (VID) No.:	36-4904438

Submit Responses via email to:

Angelica.Lopez@oag.texas.gov

With email subject line: [Contractor's Name] Response to IFB 302-23-001415

All associated charges related to the equipment delivery must be provided on this form. **NOTE: (1) Late responses may not be considered,** (2) award(s) will be made in the best interest of the State, and (3) Vendor must specify if quoting all or none.

The Vendor's authorized agent must sign below. By signing this document, the Vendor acknowledges that all information contained in the document is true and correct and that Vendor agrees to comply with all terms and conditions of this document. Failure to sign will disqualify this bid. By signing this bid, Vendor certifies that if a Texas address is shown as the address of the Vendor the Vendor qualifies as a Texas Bidder as defined in section 2155.444(c) of the Texas Government Code.

Vivek Singh

Signature

Director

Title

11/22/2022

Date

NOTES:

1. Vendor must indicate whether products listed contain recycled materials.

Check below if preferences to Texas and US Products and Texas Services are being claimed under Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 2, Rule 20.306:

	Supplies, materials, or equipment: Produced in Texas/offered by Texas Vendors
	Agricultural products produced or grown in Texas
	Agricultural products and services offered by Texas Vendors
	Products offered by a Texas Bidder owned by a Texas resident service-disabled veteran
	USA Produced supplies, materials, or equipment
	Products of persons with mental or physical disabilities
	Products made of recycled, re-manufactured, or environmentally sensitive materials including recycled steel
	Energy efficient products
	Rubberized asphalt paving material
	Recycled motor oil and lubricants
	Products produced at facilities located on formerly contaminated property
	Products and services from economically depressed or blighted areas
	Vendors that meet or exceed air quality standards
	Recycled or Reused Computer Equipment of Other Manufacturers
	Foods of Higher Nutritional Value

SOLICITATION ADDENDUM

SOLICITATION NUMBER:	302-23-001415
ADDENDUM NUMBER:	1

Addendum Date: November 17, 2022

If you have any questions regarding this Addendum, please contact:

Office of the Attorney General
Procurement and Contract Operations Division
Attn: Angelica Lopez, CTPM, CTCM
PO Box 12548, MC 028
Austin, Texas 78711-2548

Office of the Attorney General
W.P. Clements Building
Procurement and Contract Operations Division
Attn: Angelica Lopez, CTPM, CTCM
300 W. 15th Street, 3rd Floor
Austin, Texas 78701

This Addendum modifies the solicitation for Leadership Workshop, IFB 302-23-001415, released November 8, 2022. It includes OAGs answers to vendor questions received by the deadline, November 14, 2022 @ 10:00 AM CT.

In the submission of its Response to this solicitation, Respondents shall submit this signed page 1 of the Addendum, acknowledging receipt of the Addendum.

Respondent Acknowledgment of Receipt

SNVA LLC

(printed entity name)

Rohit Chauhan

(printed name of authorized representative)

Rohit Chauhan

(signature of authorized representative)

11/22/2022

(date)



Request for Offer

This Request for Offer must be received on or before the return date and time specified below:

Reference Number:	302-23-001538
Return by:	December 13, 2022 10:00 AM Central

A scan of the signed RFO must be received by the OAG email server prior to the "Return by" above.

RESPONDING VENDOR/CONTRACTOR: (to be completed by Vendor)

Vendor Name:	Adaptive Digital Systems, Inc.
Address:	20322 SW Acacia St., Ste. 200
City, State Zip:	Newport Beach, CA 92660
Phone No.:	949-955-3116
Fax No.:	949-955-3108
E-mail address:	amathe@ix.netcom.com
Vendor Identification (VID) No.:	

Submit Responses to:

evan.kelley@oag.texas.gov

All associated charges related to the equipment delivery must be provided on this form. **NOTE: (1) Late responses may not be considered,** (2) award(s) will be made in the best interest of the State, and (3) Vendor must specify if quoting all or none.

The Vendor's authorized agent must sign below. By signing this document, the Vendor acknowledges that all information contained in the document is true and correct and that Vendor agrees to comply with all terms and conditions of this document. Failure to sign will disqualify this bid. By signing this bid, Vendor certifies that if a Texas address is shown as the address of the Vendor the Vendor qualifies as a Texas Bidder as defined in section 2155.444(c) of the Texas Government Code.

Signature

President
Title

11/30/22
Date

1. Information About the Procurement Process and Subsequent Contract

1.1. Sole Point of Contact. The sole point of contact (POC) for inquiries concerning this RFO is:

Evan Kelley, CTCD, CTCM
Office of the Attorney General
Procurement Division
P O Box 12548
Austin, TX 78711-2548
(512) 475-4523
evan.kelley@oag.texas.gov

OAG reserves the right to contact any Offeror for clarification after submissions. Offerors are prohibited from communicating with OAG staff regarding the RFO, with the following exceptions:

- Communications with the OAG point-of-contact;
- Written questions/inquiries, which will be answered at the sole discretion of the OAG, per section 1.2.

1.2. Questions. Vendor shall submit all questions regarding this procurement, in writing via email, to the point of contact listed in Section 1.1., Sole Point of Contact.

The deadline for submitting questions regarding this RFO is the date and time listed in Section 1.3., Schedule of Events.

NOTE: Procedural questions regarding response submission, dates, and locations/addresses may be addressed orally or by email with the point of contact listed in Section 1.1.

Any questions submitted will be answered at the sole discretion of the OAG in a Question and Answer Document that will be posted to the ESD. Only answers provided in writing by the OAG shall be considered official. All questions should, to the degree possible, cite the specific RFO section and paragraph number(s) to which the question refers.

Information in any form other than the materials constituting this RFO, the Question and Answer Document(s), and any RFO Addendum shall not be binding on the OAG.

1.3. Schedule of Events.

Procurement Schedule	
RFO Release Date	November 29, 2022
Questions Due Date	December 2, 2022
OAG Response to Questions Due Date	December 7, 2022
Response to RFO Due	December 13, 2022 10:00 AM Central

1.4 Contract Documents.

By submission of an offer, Vendor agrees to be bound by the terms of the RFO, OAG purchase order, and Vendor’s offer. If Vendor’s offer is accepted by OAG, the Contract resulting from this procurement shall be given the following order of precedence and consist of:

1. This RFO, including any exhibits, attachments, clarifications, forms and supplements, attached hereto and incorporated herein.
2. The OAG’s purchase order including any exhibits, attachments, forms and supplements, attached hereto and incorporated therein; and

3. The Vendor's offer in response to this RFO.

2. Pricing Form

Line no.	Class and Item code, Description, Part Number	Qty	Unit	Unit Price	Extended Price
1	PICO-RAVEN Tiny 28 - 56 hr, 30 f/sec, video/audio recorder	9	EA	\$5,500.00	\$49,500.00
2	RAVEN-BOTTLE Water bottle with built in camera and mic	9	EA	\$750.00	\$6,750.00
3	Shipping & Handling <i>Note: items do not contain recycled materials.</i>	1	EA	N/C	—
Grand Total:					\$56,250.00
Estimated Delivery Date:					10 days

3. Evaluation Criteria

Bid pricing shall be submitted by filling out Section 1 Pricing Form of the RFO. Failure to submit a complete Section 1 Pricing Form will result in disqualification of the Response.

An additional Pricing Form or bid may be provided to supplement Section 1.

Evaluation of Bids will begin as soon as practical after receipt. Bids that are responsive to the RFO will be evaluated using the following criteria:

- Price;
- Compliance with OAG Terms and Conditions;
- Acceptance and response to RFO Specifications; and
- Bidder's Qualifications, Experience, and Past Performance.

The OAG has sole discretion and the absolute right to reject any and all offers, terminate, amend, or re-issue this RFO. The OAG reserves the right to remedy technical errors in the RFO process, waive any informalities and irregularities relating to any or all offers and qualifications submitted in response to this request, and to negotiate modifications necessary to improve the quality or cost effectiveness of services resulting from this RFO. The issuance of this RFO does not constitute a commitment by the OAG to award any contract. The OAG intends to use any material provided in response to this RFO as a means of identifying, selecting, and contracting with an entity offering the best value to the OAG. The OAG reserves the right to make a partial award to a vendor, including some, but not all, of the services and deliverables.

NOTES:

1. Vendor must indicate whether products listed contain recycled materials.
2. Vendor pricing shall include delivery to a warehouse location at 4044 PROMONTORY POINT DR, AUSTIN TX 78744-6469.

Check below if preference claimed under 34 TAC Rules 20.38

	Supplies, materials or equipment: Produced in Texas/offered by Texas Vendors
	Agricultural products produced or grown in Texas
	Agricultural products and services offered by Texas Vendors
	Products offered by a Texas Bidder owned by a Texas resident service-disabled veteran
	USA Produced supplies, materials or equipment
	Products of persons with mental or physical disabilities
	Products made of recycled, re-manufactured, or environmentally sensitive materials including recycled steel
	Energy efficient products
	Rubberized asphalt paving material
	Recycled motor oil and lubricants
	Products produced at facilities located on formerly contaminated property
	Products and services from economically depressed or blighted areas
	Vendors that meet or exceed air quality standards
	Recycled or Reused Computer Equipment of Other Manufacturers
	Foods of Higher Nutritional Value

TERMS AND CONDITIONS for Request for Offer (RFO)
(THE ITEMS LISTED BELOW APPLY TO AND BECOME A PART OF THE ATTACHED REQUEST FOR OFFER. ANY EXCEPTIONS THERETO MUST BE IN WRITING.)

4.0 Request for Offer Requirements

- 4.1 Responding Vendors must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 4.2 Responding Vendors must price per unit shown. Unit prices shall govern in the event of extension errors.
- 4.3 Bids must be submitted on this form. Bids must be received by the OAG Internet email server prior to the "Return by" date and time specified on the RFO. It is the responding Vendor's responsibility to correctly address and transmit the RFO to the OAG. The OAG is not responsible for any failures of the Vendor's server to deliver to the OAG email address.
- 4.4 Late and or unsigned bids will not be considered under any circumstances. Person signing bid should show title or authority to bind the responding Vendor in a contract.
- 4.5 Bid F.O.B. destination, freight, prepaid and allowed unless otherwise stated within the specifications.
- 4.6 Bids are requested to be firm for the OAG acceptance for a minimum of sixty (60) calendar days from the "Return by" date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 4.7 Responding Vendor should provide complete information requested on the face of this form to include the Responding Vendor's full name, address, city, state, zip, phone number, and e-mail address.
- 4.8 Bids cannot be altered or amended after the "Return by" date. Alterations made before the "Return by" date shall be initialed by an authorized agent of the Vendor. No bid can be withdrawn after opening time without prior approval by the OAG based on an acceptable reason in writing.
- 4.9 Purchases made for OAG use are exempt from the State sales tax and Federal Excise Tax. Do not include tax in bid. Excise Tax Exemption Certifications are available upon request. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Vendor in acquiring any goods or services as a part of any work called for in this procurement nor shall OAG be liable to reimburse Vendor for same. OAG shall furnish to Vendor suitable documentation of Attorney General's exemption from any taxes on goods and services procured on behalf of Attorney General upon request.
- 4.10 The OAG reserves the right to make an award on the basis of low line item price, low total of line items, or in any other combination that will serve the best interest of the OAG and to reject any and all quoted items at the sole discretion of the OAG. The OAG also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the contract to best serve the interests of the OAG.
- 4.11 Consistent and continued tie bidding and/or quoting could cause rejection of bids by the OAG and/or investigation for antitrust violations.

5.0 Specifications

- 5.1 Unless otherwise specified, items offered shall be new and unused and of current production.
- 5.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 5.3 The OAG will not be bound by any oral statement or representation contrary to the written specifications of this RFO.
- 5.4 If an ICT Co-Op Contract is used for this bid, the DIR ICT Co-Op Contract provisions regarding product warranty and return policy shall apply unless otherwise specified in the RFO.

6.0 Tie Bids:

Awards will be made in accordance with 34 TAC 20.207 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

7.0 Delivery and Contract Term:

- 7.1 Vendor's offer must show the number of days required to place material in the OAG designated location under normal conditions. Delivery days mean calendar days unless otherwise specified. Failure to state delivery time obligates responding Vendor to deliver in fourteen (14) calendar days from OAG's acceptance of Vendor's offer. Unrealistic delivery promises may cause bid to be disregarded.
- 7.2 If delay is foreseen, Vendor shall give written notice to the OAG and keep the agency advised of the status of the order at all times. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the OAG, at the OAG's sole discretion, to cancel the Purchase Order and purchase supplies elsewhere and charge full increase, if any, in cost and handling to the defaulting Vendor.
- 7.3 No substitutions permitted without written approval of the OAG.
- 7.4 Delivery shall be made during normal business working hours only unless prior approval has been obtained from the OAG.
- 7.5 This Contract begins when OAG accepts Vendor's offer with issuance of a Purchase Order and will terminate 30 calendar days after the final deadline for delivery provided in Vendor's offer, unless the parties agree in writing to extend the deadline for delivery in which case the Contract will terminate 30 calendar days after the agreed upon deadline for delivery.

8.0 Definitions

- 8.1 "Work Product" means any and all deliverables produced by Contractor for OAG under the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (including without limitation manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, applications, object code, source code or other programming code, HTML code, flow charts, notes, plans, blueprints, reports, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, derivations of data, information, photographs, videos, artwork, images, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, branding schemes, or other indicia of source or origin, (iii) ideas, designs, schemes, concepts, personality rights, methods, processes, techniques, apparatuses, inventions,

formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, portions, versions, and similar or derivative works to any of the foregoing, (vi) all documentation, instruction and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to OAG under the Contract or a statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of OAG in connection with the Contract or a statement of work, or with funds appropriated by or for OAG or OAG's benefit: (a) by any Contractor personnel or OAG personnel, or combination of personnel, or (b) any OAG personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with OAG.

- 8.2 "Intellectual Property Rights" means the worldwide legal rights and/or interests evidenced by, or embedded or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, branding scheme, or other indicia of source or origin; (iv) domain name registrations and/or reservations of unique addresses on the Internet; and (v) any other proprietary, intangible or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights and/or interests that the party may have acquired by assignment, transfer or license with the right to grant sublicenses, or otherwise by operation of law.
- 8.3 "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to OAG under the Contract.
- 8.4 "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Contractor (a) prior to providing any services or Work Product to OAG and prior to receiving any documents, materials, information or funding from or on behalf of OAG relating to the services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Contractor outside Contractor's provision of services or Work Product for OAG hereunder and were not created, prepared, developed, invented or conceived by any OAG personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with OAG.

9.0 Payment

- 9.1 Appropriations – Funding Out Clause. The Contract is contingent upon the availability of sufficient and adequate funds, and any contract resulting from this RFO is contingent upon the continued availability of lawful appropriations by the Texas Legislature. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for the Contract, OAG may restrict, reduce, or terminate the Contract. The Contract is also subject to immediate cancellation or termination by OAG, without penalty to, or further obligation of, the OAG, if sufficient and adequate funds are not available or are reallocated to another project. Contractor shall have no right of action against the OAG if OAG cannot perform its obligations under the Contract

as a result of lack of funding for any activities or functions contained within the scope of the Contract. In the event of cancellation or termination under this Section, the OAG shall not be required to give notice and shall not be liable for any damages or losses, of any kind, caused or associated with such termination or cancellation.

- 9.2 Prompt Payment. Payments to Contractor by OAG under the Contract shall be in compliance with Chapter 2251 of the Texas Government Code and Title 34, Chapter 20, Subchapter F of the Texas Administrative Code.
- 9.3 Recapture of Funds. The OAG may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor. Overpayments include but are not limited to payments (i) made that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; (iii) that are otherwise inconsistent with the Contract, including without limitation any unapproved expenditures; (iv) that were paid for a deliverable for which latent defects have been discovered; or (v) that were based on fraudulent or inaccurate invoices.
- 9.4 Invoices. Prior to authorizing payment to Contractor, OAG shall evaluate Contractor's performance using the performance standards set forth in all documents constituting or related to the Contract. Contractor shall provide invoices to OAG for goods/services provided or performed. Invoices must be submitted not later than the 15th day of the month after the services are completed and accepted by OAG. No payment whatsoever shall be made under the Contract without the prior, timely submission of detailed, correct invoices. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its work, Contract performance, services or deliverables shall be reimbursed by the OAG. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance.
- 9.5 Tax Waiver. As per Section 151.309 of the Texas Tax Code, purchases made for OAG use are exempt from the State sales tax and federal excise tax. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Contractor in acquiring any goods or services as a part of any work called for in the Contract. Excise Tax Exemption Certifications are available upon request.
- 9.6 Most Favored Customer. Notwithstanding any other provision to the contrary, all the benefits, pricing and hourly rates granted by Contractor to OAG herein are at least as favorable as the benefits, pricing and hourly rates granted by Contractor to any previous client of Contractor for services and/or products similar to those provided hereunder. If Contractor enters into any subsequent agreement with any other client during the term of the Contract which provides for benefits, pricing and/or hourly rates that are more favorable than those contained in the Contract, Contractor shall notify OAG promptly of the existence of such more favorable benefits, pricing and/or hourly rates and OAG shall have the right to receive the more favorable contractual terms immediately. If requested in writing by OAG, Contractor hereby agrees to amend the Contract to contain the more favorable benefits, pricing and/or hourly rates.

10.0 Time is of the Essence

Time is of the essence in the performance of the Contract. Contractor shall strictly comply with all of the deadlines and requirements for the Contract.

11.0 Termination

- 11.1 Termination for Convenience. OAG reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written

notice to the Contractor, if OAG determines that such termination is in its best interest or the best interest of the State of Texas. In the event of such a notice of termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately. OAG shall be liable for payments limited only to the portion of work OAG authorized in writing and which the Contractor has completed, delivered to OAG per the Contract requirements, and which has been accepted by OAG as of the date of termination. OAG shall have no other liability or obligation to Contractor, including, without limitation, no liability for any costs of any kind associated with the termination.

11.2 Termination for Cause. If the Contractor fails to provide the contracted for work, deliverables and/or services according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, OAG may, upon written notice of default to Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but shall be in addition to any other rights and remedies provided in equity, by law or under the Contract. The Contractor shall be liable for all costs and expenses, including court costs and attorney's fees, incurred by OAG with respect to the enforcement of any of the remedies listed herein. In addition, Contractor's misrepresentation and/or material omission with respect to any aspect of Contractor's communications during the procurement process, if any, shall constitute a material breach of the Contract.

11.3 Rights upon Termination or Expiration. In the event that the Contract is terminated for any reason, or upon its expiration, the OAG shall retain ownership of all associated Work Product and Intellectual Property Rights obtained from Contractor. Upon the request of OAG, but in any event upon termination or expiration of the Contract, Contractor shall surrender to OAG all documents, materials and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Contractor or furnished by OAG to Contractor, including any OAG confidential information and data, regardless of whether complete or incomplete, and all versions thereof.

12.0 Ownership and Licensing

12.1 Work for Hire. As between Contractor and OAG, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by OAG, and not Contractor. Contractor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by OAG. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to OAG all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration or action, and OAG shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product, including without limitation all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give OAG and/or the State of Texas, as well as any person designated by OAG and/or the State of Texas, all assistance required to perfect the rights transferred herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under the Contract. Contractor and OAG, as appropriate, shall cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. To the extent that title to any such work may not, by operation of law, vest in OAG, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to OAG.

12.2Vendor/Third Party IP. To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the services, or are otherwise delivered or provided to OAG alone or in conjunction with the Work Product, Contractor hereby grants to the OAG, or shall obtain from the applicable third party for OAG's benefit at no additional expense or cost, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free, fully paid-up right and license, for OAG's internal business purposes only, to (i) use, execute, reproduce, copy, display (publicly and privately, by any means), perform (publicly and privately, by any means), transmit, distribute copies of, sublicense, modify and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to OAG in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify OAG on delivery of the Work Product or services if such materials include any Third Party IP. On request, Contractor shall provide OAG with documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be embodied or reflected in the Work Product.

12.3Agreement with Subcontractors. Contractor agrees that it shall have written agreement(s) that are consistent with these provisions related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to their providing such services or Work Product, and that it shall maintain such written agreements at all times during performance of the Contract, which are sufficient to support all performance and grants of rights by Contractor. Copies of such agreements shall be provided by Contractor to the OAG promptly upon written or oral request.

13.0 Confidentiality and Public Information Act

Notwithstanding any provisions of the Contract to the contrary, Contractor understands that OAG shall comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (collectively "PIA"). Information, documentation, and other material in connection with this RFO or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the 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 Contract and all data and other information generated or otherwise obtained during and throughout its performance may be subject to the PIA. Contractor shall cooperate with OAG in the production of documents responsive to any PIA request. Contractor shall notify OAG General Counsel within twenty-four (24) hours of receipt of any third-party requests which seeks information provided by the State of Texas for use in performing the Contract. To the extent allowed by law, Contractor agrees to maintain the confidentiality of information received from the State of Texas during the performance of the Contract, including without limitation information which discloses confidential personal information.

14.0 Warranties

14.1 Compliance with the Specifications. Contractor represents and warrants that all deliverables and all Work Product shall be consistent with, or perform materially as described in the specification/statement of work set forth in the Contract and/or Purchase Order.

14.2 Professional Services Warranty. Contractor warrants that products and services under the Contract and/or Purchase Order, including without limitation all Work Product, will be completed in a professional and workmanlike manner consistent with standards under the

terms of the Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use and particular purpose, of good quality, free of intellectual property infringement and with no material defects. If Contractor fails to complete services timely or to perform satisfactorily under conditions required by the Contract and/or Purchase Order, the OAG may require Contractor, at its sole expense, to:

- (1) Repair or replace all defective or damaged service or product;
- (2) Refund any payment received for all defective or damaged service or product.

Contractor hereby represents and warrants that each of the employees and agents assigned to perform Contractor's obligations under the Contract and/or Purchase Order shall have the skill and training to perform the services in accordance with the foregoing standard of care.

14.3 Right to Provide Products. Contractor hereby represents and warrants that it has the right to develop and assign all ownership rights in the deliverables and Work Product, and each and every component thereof, to OAG as contemplated under the Contract, including without limitation all patent, copyright, trade secret any other intellectual property rights, free from infringements claims, free from violations of unfair competition law, and free from violations of any other contract or law, or violations of any other third party right. Contractor represents that it has determined what licenses, patents and permits are required under the Contract and has acquired all such licenses, patents and permits. In addition, Contractor hereby represents and warrants that all project performance, Work Product and deliverables provided under the Contract and/or Purchase Order are, and will be, free of all liens, claims and other restrictions, and that OAG's use and possession of the deliverables and/or Work Product, including reproduction, display, performance and distribution of any part or portion thereof, will not violate the terms or conditions of any license, confidentiality agreement, non-competition agreement, employment agreement or any other agreement to which Contractor, its agents, officers, employees or subcontractors may be subject.

14.4 Materiality of Representation. These representations and warranties are essential and material to OAG's willingness to enter into the Contract and shall survive in perpetuity.

15.0 Indemnities

15.1 Indemnification (General). CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, LOSSES, DEMANDS, OR SUITS, AND ALL COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS, NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, SUPPLIERS, OR SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE TO ANY SUCH ACTION, CLAIM, DEMAND, OR SUIT SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM OAG. CONTRACTOR AND OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

15.2 Intellectual Property Infringement. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, 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, TRADEMARKS, SERVICE MARKS, TRADE SECRETS AND ANY OTHER INTELLECTUAL PROPERTY OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH ANY DELIVERABLE PROVIDED HEREUNDER, THE WORK OR PERFORMANCE OR ACTIONS OF CONTRACTOR PURSUANT TO THE CONTRACT, OR OAG'S USE OF ANY DELIVERABLE OR WORK PRODUCT PROVIDED BY CONTRACTOR. CONTRACTOR AND OAG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY, AND/OR REIMBURSE OAG FOR, ALL JUDGMENTS, CLAIMS, DAMAGES, LOSSES, AND COSTS OF DEFENSE INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES, COURT COSTS AND SIMILAR EXPENSES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE ADVANCE, WRITTEN CONCURRENCE FROM OAG. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OAG, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CAUSES OF ACTION, CLAIMS, DEMANDS AND EXPENSES INCURRED BY OAG AND/OR THE STATE OF TEXAS ARISING OUT OF OR RESULTING FROM BREACH OF ANY WARRANTY OBLIGATION HEREUNDER.

16.0 Dispute Resolution

The dispute resolution process provided for in Texas Government Code, Chapter 2260 shall be used by Contractor to resolve any dispute arising under the Contract.

If the Contractor's claim for breach of Contract cannot be resolved informally with the OAG, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the OAG if the parties are unable to resolve their disputes as described above.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by OAG, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or while the dispute is pending. However, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under the law.

17.0 Limitation of Liability

FOR ANY CLAIM OR CAUSE OF ACTION ARISING UNDER, IN CONNECTION WITH, OR RELATED TO THE CONTRACT, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE, IN NO EVENT SHALL EITHER OF THE PARTIES BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOSS OF PROFITS AND/OR FAILURE TO REALIZE BENEFITS, EVEN IF IT IS, OR HAS BEEN, ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WITH REGARD TO CONTRACTOR'S INDEMNIFICATION OBLIGATIONS TO OAG HEREUNDER AND ANY VIOLATIONS OF STATE OR FEDERAL LAW BY CONTRACTOR.

18.0 Insurance

Contractor represents and warrants that it shall, within five (5) business days of executing the Contract, provide OAG with current certificates of insurance or other proof acceptable to OAG of the following insurance coverage:

- Standard Workers Compensation Insurance covering all personnel who will provide services under the Contract;
- Commercial General Liability Insurance, personal injury and advertising injury with, at a minimum, the following limits: \$1,000,000 minimum each occurrence; \$2,000,000 per general aggregate.

All of the above coverage shall be with companies licensed in the state of Texas with "A" rating from the A.M. Best Company, and authorized to provide the corresponding coverage. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of the Contract, and shall provide OAG with an executed copy of the policies immediately upon request.

To the extent not specified in this section, Contractor shall acquire and maintain, for the duration of the Contract, insurance coverage necessary to ensure proper fulfillment of the Contract and potential liabilities thereunder with financially sound and reputable insurers in the type and amount customarily carried within the industry. Contractor shall provide evidence of insurance as required under this paragraph, upon request by the OAG. In the event that any policy is determined by the OAG to be deficient to comply with the terms of the Contract, Contractor shall secure such additional policies or coverage as the OAG may reasonably request or that are required by law or regulation.

If coverage expires during the term of the Contract, Contractor must produce renewal certificates for each type of coverage.

19.0 Venue and Choice of Law

The contract resulting from this RFO shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas.

20.0 Independent Contractor

Contractor and/or all Contractor's employees, representatives, agents and any subcontractors shall serve as independent contractors in providing goods and/or services hereunder, and shall not be deemed employees of OAG for any purpose. Neither party is the agent of the other, and neither may make commitments on the other's behalf. Contractor shall be responsible for all employment rights and benefits of Contractor's employees. If Contractor subcontracts any of the services required in the Contract, Contractor shall hold harmless OAG and the State of Texas from any claim under such subcontract(s), and Contractor expressly understands and acknowledges that in entering into such subcontract(s), OAG is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the Contract.

21.0 Certifications/Affirmations

- 21.1 Accuracy, Completeness and No False Statement. Contractor represents and warrants that all statements and information prepared and submitted in its response to the RFO are current, complete, true and accurate. Submitting a response with a false statement or material misrepresentations made during the performance of the Contract is a material breach of the Contract and may void the submitted response and/or resulting Contract.
- 21.2 Antitrust Affirmation. In accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, nor anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its response to the Contract to any competitor or any other person engaged in the same line of business as Contractor. Contractor assigns to OAG all of Contractor's rights, title and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with this Solicitation or any resulting contract.
- 21.3 Child Support Obligation. Under Section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- 21.4 No Gift/Economic Opportunity. Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, compensation or service to a public servant in connection with the submitted response.
- 21.5 No Delinquencies/Indebtedness. Contractor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 21.6 Disaster Recovery Plan. If the contract contemplates handling of "vital state record" as defined in Subsection 441.180(13) of the Texas Government Code, in accordance with 13 TAC § 6.94(a)(9), Contractor shall provide to OAG the descriptions of its business continuity and/or disaster recovery plans as regards to the protection of the OAG's vital state records.
- 21.7 No Federal Action Resulting from a Post 2005 Disaster. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that the individual or business entity named in this response or Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
- 21.8 Disclosure of Prior State Employment. If the Contract is related to the "consulting services," as the term is defined in Subsection 2254.021(1) of the Texas Government Code, Contractor hereby certifies that it does not employ an individual who has been employed by OAG or another agency at any time during the two years preceding the submission of the response or, in the alternative, Contractor has disclosed in its response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment

was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

21.9 Anti-Boycott and Business Ban. To the extent that Contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, Contractor hereby represents and warrants that it does not, and shall not for the duration of any resulting Contract or purchase order hereunder, boycott Israel as the term is defined under Texas Government Code, Sec. 808.001(1), or the verification required by Section 2271.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify OAG.

In addition, in accordance with Texas Government Code, Chapter 2252, Subchapter F, Contractor hereby represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization as prohibited by Section 2252.152 of the Texas Government Code. Contractor represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Contractor further certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

21.10 E-Verify Program. Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- 1) all persons employed by Contractor to perform duties within Texas; and
- 2) all persons, including subcontractors, assigned by Contractor to perform work pursuant the Contract within the United States of America.

21.11 Contracting with Agency Executive Heads. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

21.12 No Participation in Solicitation Drafting. Under Section 2155.004 of the Texas Government Code, Contractor certifies that the individual or business entity named in the response to this RFO or in the resulting Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

21.13 Former Agency Employees. In accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

- 21.14 No Conflict of Interest. Contractor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 21.15 Buy Texas Affirmation. In accordance with Section 2155.4441 of the Texas Government Code, Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 21.16 Suspension and Debarment. Contractor certifies that the Contractor and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.
- 21.17 Texas Bidder Affirmation. Contractor certifies that if a Texas address is shown as the address of the Contractor in any documents or proposals submitted in response to the solicitation which results in the Contract, then Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
- 21.18 Human Trafficking Certification. Under Section 2155.0061 of the Texas Government Code, the Vendor certifies that the individual or business entity named in its response to this **RFO** or the resulting contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- 21.19 Cybersecurity Awareness Training. Contractor hereby certifies that all employees, agents, subcontractors, officers, and/or any other users authorized by Contractor that have access to an OAG computer system or database shall complete a cybersecurity training program certified by the Texas Department of Information Resources pursuant to Texas Government Code 2054.519 at the frequency prescribed by Texas Government Code 2054.5192(c). Contractor further certifies and agrees to maintain evidence of any such completed cybersecurity training and shall upon OAG request, furnish evidence of the completed cybersecurity training to OAG in the frequency, manner, and form prescribed by OAG.

22.0 Miscellaneous

- 22.1 Records Retention. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents, Work Product related records and other supporting documents and records relating to the Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or seven (7) years after resolution of all billing questions, whichever is later, for purposes of inspecting, monitoring, auditing, or evaluating by OAG and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Work Product as defined in Section 6.3(A)(1), for OAG's purposes of inspecting, monitoring, evaluating and registering to protect any applicable intellectual property rights. Contractor and the subcontractors shall cooperate with and provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit.
- 22.2 State Auditor. In addition to and without limitation on the other audit provisions of the Contract, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's

Office may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the State directly under the Contract or indirectly through a subcontract in connection with the Contract. The acceptance of funds by Contractor or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, 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, Contractor or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Contractor further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Contractor is responsible for any costs associated with complying with any document or information requests from the State Auditor. Contractor shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time during the term of the Contract and the period described in Section 7.0, have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Contractor related to the Contract.

22.3 Electronic and Information Resources Accessibility Standards. All electronic and information resource products and services developed, procured, maintained or used by a state agency, must comply with Chapter 2054, Subchapter M, Texas Government Code and the Texas Department of Information Resources administrative rules. Accordingly, Contractor represents and warrants that all Electronic Information Resources ("EIR") as that term is defined by Title 1 of Chapter 213 of the Texas Administrative Code (hereinafter "1 TAC 213") provided pursuant to this Contract, shall, at all relevant times hereunder, comply with the requirements of 1 TAC 213 and all referenced provisions therein, including Part 1194, Section 508 of the Rehabilitation Act, as well as the WCAG 2.0 Level AA Guidelines (excluding Guideline 1.2). If EIR provided pursuant to this Contract fails to conform to any of the aforementioned requirements, such failure shall be considered a material breach of this Contract by Contractor and shall entitle OAG to any remedy in law or equity otherwise available hereunder. Contractor shall, pursuant to Section 213.18 of 1 TAC 213, report current and accurate accessibility information by providing OAG a copy of their Voluntary Product Accessibility Template (VPAT) or alternatively, with prior OAG approval, a report that addresses the same accessibility criteria, in substantially the same format. Contractor further represents and warrants that for any telecommunication (as that term is defined by 1 TAC 213) equipment or services provided pursuant to this Contract, such equipment or services shall at all relevant times hereunder comply with 47 U.S.C. § 255 and 36 C.F.R § 1194.2, Appendix B, when such products are readily available or compliance is achievable.

22.4 No Waiver of Sovereign Immunity. No terms or provisions of the Contract, nor the Contract's execution by OAG or any other conduct of any OAG employee, agent, or representative, shall be construed as, or deemed to be, a waiver of the sovereign immunity of OAG, the State of Texas, or any of its other agencies. The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. OAG

does not waive any privileges, rights, defenses, or immunities by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

- 22.5 No Waiver. Without the prior written consent of OAG, Contractor may not assign the Contract, in whole or in part, and may not assign any right or duty required under it.
- 22.6 No Publicity. Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, the OAG, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations. Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the OAG's prior review and approval, which the OAG may exercise at its sole discretion.
- 22.7 Amendment Procedure. Unless terminated earlier pursuant to Section 6.4 of this RFO, the Contract may be amended only upon written agreement between OAG and Contractor; however, any amendment of the Contract that conflicts with the laws of the State of Texas shall be void.
- 22.8 Order of Precedence. In the event of conflict or inconsistencies between the Contract and its exhibits or attachments, such conflict or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or OAG issued Purchase Order), Attachments to the signed Contract (or OAG issued Purchase Order), this RFO, and Contractor's response to the RFO.
- 22.9 Severability and Survivability Clauses. In the event that any provision of the Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of the Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. Rights and obligations under the Contract which by their nature should survive, including, but not limited to, any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, warranty and indemnification, shall remain in effect after termination or expiration hereof.
- 22.10 Force Majeure. The OAG shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

The Contractor shall not be liable to the OAG for non-performance or delay in performance of a requirement under the Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Contractor, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, the Contractor shall be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor shall immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

22.11 Entire Agreement. The Contract, its attachments and exhibits constitute the entire agreement between OAG and the Contractor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, its attachments and exhibits shall be binding or valid.

22.12 Signature Authority. By submitting the response or executing the Contract, Contractor represents and warrants that the individual is authorized to sign such documents on behalf of the Contractor and to bind the Contractor under the Contract or any contract which may result from the submission of the Response.

22.13 Terms and Conditions Attached to a Response. Any terms and conditions attached to a response will not be considered unless specifically referred to in the response.

23.0 Inspection and Test:

All goods will be subject to inspection and test by the OAG. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment, if applicable. All costs shall be borne by the Vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor or held for disposition at the responding Vendor's expense. Latent defects may result in revocation of acceptance.

24.0 Equal Employment Opportunity

Vendor agrees to comply with all applicable duly-enacted State and Federal laws governing equal employment opportunities. Vendor shall ensure that all subcontracts comply with the above-referenced provisions.

25.0 Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts:

The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this contract by any state or federal agency. The certification requirement of this provision shall be included in all subcontracts.

26.0 Environmental Protection [Contracts in excess of \$150,000]

The Vendor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$150,000.

27.0 Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]:

The Vendor shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the U.S. Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. **Vendor must submit with its response the Certification Regarding Lobbying included with this solicitation.** This certification certifies that the Vendor will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of a member of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C 1352. It also certifies that the Vendor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

28.0 Compliance with Law:

Vendor shall be in compliance with all applicable State and Federal laws, rules, and regulations. The Vendor shall perform all services under this Contract in accordance with OAG policies and procedures. To assure that, with respect to the Vendor's performances hereunder, the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended, the Vendor must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Vendor : (1) performing its obligations hereunder and; (2) providing services to the OAG as these laws, rules, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of the Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend the Contract throughout its term to incorporate any modifications necessary for the Parties' compliance with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

29.0 Provision of Funding by United States

It is expressly understood that any and all of OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the U.S. Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify Vendor of such fact in writing. Upon such occurrence OAG shall discontinue payment hereunder.

30.0 Certification Concerning Participation Eligibility

Vendor certifies that it and its principals are eligible to participate in this contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and contracting and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

31.0 Copyrights and Publications (if applicable)

- a. Vendor understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), Vendor may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:
 - i. the copyright in the works developed under this Contract, and
 - ii. any rights of copyright to which Vendor purchases ownership with funding from this Contract.
- b. Vendor may publish, at its expense, the results of Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

32.0 Intellectual Property (if applicable)

- a. Definitions
 - i. **"Proprietary Material"** means all work products and documentation including but not limited to all data, information, reports, specifications, user manuals, tapes, programs, source code, object code, documentation (including, if applicable: instructions (including user and operation manuals), computer program documentation (such as file and record layouts and descriptions, data elements and data dictionary) diagrams, flow charts, and any other tangible or intangible machine-readable or human-readable materials of any type whatsoever, and all rights therein and thereto.
 - ii. **"Derivative Work"** means a work that includes or is based on one or more preexisting works, including, without limitation, a condensation, transformation, expansion or adaptation, which if prepared without authorization of the owner of the copyright or patent of such preexisting work, would constitute copyright or patent infringement.
- b. Ownership and License Grants
 - i. To the maximum extent permitted by applicable law, all Proprietary Material associated with any order that results from or is associated with this contract finally accepted by the OAG and all associated rights therein and there to shall be the sole and exclusive property of the OAG, it being intended the Proprietary Materials shall be deemed "works for hire," of which the OAG shall be deemed the owner. The OAG grants the Vendor the following license rights in such Proprietary Material: a perpetual, non-exclusive, irrevocable, world-wide, royalty-free license; which license includes the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute or otherwise use, in whole or in part and to authorize others to use.
 - ii. However all Proprietary Material associated with any order that results from or is associated with this contract that constitutes a Derivative Work for which the copyright and/ or patent of the included or based upon preexisting works are owned by the Vendor, shall also be owned by the Vendor. The Vendor grants the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families the following license rights in such Proprietary Material: the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute or otherwise use, in whole or in part, and to authorize others to use for State and/or Federal Government purposes. Use of the license for government purposes includes the right (as necessary for government purposes) to change, modify or adapt such Proprietary Material, to combine the Proprietary Material with other computer software, and to obtain computing or related services from a source outside of the OAG. Computing or related services may include programming and/or executing the Proprietary Material on the OAG's computer system, programming and/or executing the Proprietary Material on the computer system of the outside source or any mix thereof.
 - iii. The Vendor shall notify the OAG whenever Proprietary Material will include or be based upon preexisting works.
 - iv. To the extent any of the Proprietary Material, by operation of law, may not be owned by the Party to which ownership has been granted (as described in this subsection) each Party agrees to assign and hereby assigns, without further consideration, all right, title, and interest in any copyright, patent, trade secret, or other proprietary right incorporated into the aforementioned Proprietary Material.
- c. Limitations
 - i. Any ownership or license rights herein granted to either Party are limited by and subject to any copyrights and patents held by, and terms and conditions of any license agreements with, applicable third party software providers.
 - ii. Nothing contained in this contract shall restrict either Party from the use of any ideas, concepts, know-how, or techniques which either Party, individually or jointly, develops or discloses under this contract.

d. Possession by the OAG

- i. The Vendor shall supply to the OAG all Proprietary Material associated with any order that results from or is associated with this contract finally accepted (whether owned by or licensed to the OAG) except where the Vendor does not have the right to transfer such Proprietary Material to a third party.



Electronic State Business Daily Search

Sign in is NOT required.

For instructions on submitting bid responses, please review the posting entity's solicitation and attached bid documents.

Audio/Video Recorders

Solicitation ID: 302-23-001538

Status: Posted

Contact Name: Evan Kelley

Contact Number: 512-475-4523

Contact Email: evan.kelley@oag.texas.gov

Response Due Time: 10:00 AM

Agency/Texas SmartBuy Member Number: 302

Days Solicited: 14+ Days for Entire Solicitation Package

Solicitation Posting Date: 11/29/2022

Response Due Date: 12/13/2022

Last Modified: 11/29/2022 11:49 am

Solicitation Description:

The Office of the Attorney General (OAG) is issuing this Request for Offer (RFO) 302-23-001538 to solicit offers from qualified vendors for audio/video recorders. Specifications are provided in the RFO solicitation document.

Responses to the RFO are due by 10:00 AM Central Time on December 13, 2022.

Please monitor the ESBID website for updates, information and changes to the RFO.

TX-AG-22-1181-A-000066

The sole point of contact for inquiries concerning this RFO is:

Evan Kelley CTPM, CTCM

Phone: 512-475-4523

evan.kelley@oag.texas.gov

All communications relating to this RFO must be directed to the OAG contact person named above. All communications between respondents and other OAG staff members concerning this RFO are strictly prohibited. Failure to comply with these requirements may result in proposal disqualification.

Class/Item Code(s): 65540-*Cameras, Video, Portable, Body and Dash Cams

Attachments

#	Name	Description
1	ESBD_File_309160_RFO 302-23-001538.pdf	RFO 302-23-001538



Texas Comptroller of Public Accounts
Glenn Hegar

- Home (<https://comptroller.texas.gov>)
- Contact Us (<https://comptroller.texas.gov/about/contact/>)

POLICIES

- Privacy and Security Policy (<https://comptroller.texas.gov/about/policies/privacy.php>)
- Accessibility Policy (<https://comptroller.texas.gov/about/policies/accessibility.php>)
- Link Policy (<https://comptroller.texas.gov/about/policies/links.php>)
- Texas.gov (<https://texas.gov>)
- Search from the Texas State Library (<https://www.tsl.texas.gov/trail/index.html>)
- Texas Homeland Security (<https://www.dhs.gov/geography/texas>)
- Texas Veterans Portal (<https://veterans.portal.texas.gov/>)
- Public Information Act (<https://comptroller.texas.gov/about/policies/public-information-act.php>)
- Texas Secretary of State (<https://www.sos.state.tx.us/>)
- HB855 Browser Statement

OTHER STATE SITES

- texas.gov (<https://www.texas.gov/>)
- Texas Records and Information Locator (TRAIL) (<https://www.tsl.state.tx.us/trail/>)
- State Link Policy

(<http://publishingext.dir.texas.gov/portal/internal/resources/DocumentLibrary/State%20Website%20Linking%20and%20Privacy%20118.pdf>)





Request for Quotation

This Request for Quotation must be received on or before the return date and time specified below:

Reference Number:	001391
Return by:	Monday, December 12, 2022, at 2:00 PM CT.

A scan of the signed RFQ must be received by the OAG email server prior to the "Return by" above.

RESPONDING VENDOR: (to be completed by Vendor)

Vendor Name:	Insight Public Sector
Address:	2043 Bent Tree
City, State Zip:	Round Rock, Tx 78681
Phone No.:	512-663-8960
Fax No.:	512-691-2013
E-mail address:	Christine.ricker@insight.com & Teamricker@insight.com
ICT Co-Op Vendor No.:	DIR-TSO-4167
DIR Contract No.:	DIR-TSO-4167

The ICT Co-Op Vendor and Contract Numbers are the Information and Communications Technology Cooperative (ICT Co-Op) numbers issued by the Texas Department of Information Resources (DIR), if used for this quotation.

Submit Responses to:

selma.moreno@oag.texas.gov

Vendors should submit their best pricing for products and services as outlined in this document and, if applicable, in accordance with the ICT Co-Op Vendor's DIR contract. Quotations shall remain good for a minimum of sixty (60) calendar days. Brands may not be substituted unless otherwise specified. All associated charges related to the equipment delivery must be provided on this form. For any questions, contact the Purchasing Liaison listed above. **NOTE: (1) Late responses may not be considered, (2) award(s) will be made in the best interest of the State, and (3) Vendor must specify if quoting all or none.**

The Vendor's authorized agent must sign below. By signing this document, the Vendor acknowledges that all information contained in the document is true and correct and that Vendor agrees to comply with all terms and conditions of this document and the Vendor's DIR ICT Co-Op contract, if applicable. Failure to sign will disqualify this quotation. By signing this quotation, Vendor certifies that if a Texas address is shown as the address of the Vendor the Vendor qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68). If applicable, Vendor further certifies that all representations, warranties, and certifications made by Vendor in the DIR ICT Co-Op contract, including the "Vendor Certifications" in Appendix A, apply to this procurement and are expressly made a part of and incorporated into any related purchase order for the benefit of the Office of the Attorney General.

Lisanne Steinheiser
Lisanne Steinheiser (Dec 6, 2022 06:31 MST)

Global Compliance Officer

12/6/2022

Signature

Title

Date

Line no.	Class and Item code, Description, Part Number	Qty.	Unit	Unit Price	Extended Price	ETA
1	204-29. Cisco Umbrella Security Subscription. Part # UMB-SEC-SUB. Term: Date of PO for three (3) year term to be billed annually.	1	EA	Unit Price \$0.00	Unit Price \$0.00	1 day
2	204-29. Enhanced Support for Umbrella. Part # SVS-UMB-SUP-E. Term: Date of PO for three (3) year term to be billed annually.	1	EA	\$9,119.88	\$9,119.88	1 day
3	204-29. Cisco Umbrella Secure Internet Gateway Essentials. Part # UMB-SIG-ESS-K9. Term: Date of PO for three (3) year term to be billed annually.	3300	EA	\$27.64	\$91,212.00	1 day
Total Annual Cost:					\$ 100,331.88	
Total Term Cost:					\$ 300,995.64	

Term Dates: 29-Oct-2022 to 28-Oct-2025

SURVIVABILITY CLAUSE

Please note: This quote is under DIR-TSO-4167 that is set to expire on 7/3/2023. Since the annual payments will go beyond the life of the contract, you must reference the following verbiage on each year's PO: "DIR-TSO-4167 Survivability Clause is being exercised". The PO's for years 2 and 3 will also need to reference your year 1 PO number.

The purchase of Cisco Cloud Services described in this Cloud Services Order Form is subject to and will be governed by the terms and conditions set forth in the Texas DIR Contract #DIR-TSO-4167. By signing this Agreement (or issuing a PO in lieu of signature), you agree to an annual charge of \$100,331.88 for your Cisco Umbrella subscription.

This agreement will not auto renew under a new 12-month term. You must notify Insight via email at ciscosaas@insight.com 45 days prior to the end of the term should you choose to renew the agreement.

ETA - Estimated Time of Arrival

NOTES:

1. Vendor must indicate whether products listed contain recycled materials.
2. Vendor pricing shall include delivery to a warehouse location at 4044 PROMONTORY POINT DR, AUSTIN TX 78744-6469.
3. Vendors must include an estimated delivery date for all line items listed above (in the "ETA" column).
4. Vendors must submit with their response the attached Certification Regarding Lobbying.

Check below if preference claimed under 34 TAC Rules 20.38

	Supplies, materials or equipment: Produced in Texas/offered by Texas Vendors
	Agricultural products produced or grown in Texas
	Agricultural products and services offered by Texas Vendors
	Products offered by a Texas Bidder owned by a Texas resident service-disabled veteran
	USA Produced supplies, materials or equipment
	Products of persons with mental or physical disabilities
	Products made of recycled, re-manufactured, or environmentally sensitive materials including recycled steel
	Energy efficient products
	Rubberized asphalt paving material
	Recycled motor oil and lubricants
	Products produced at facilities located on formerly contaminated property
	Products and services from economically depressed or blighted areas
	Vendors that meet or exceed air quality standards
	Recycled or Reused Computer Equipment of Other Manufacturers
	Foods of Higher Nutritional Value

HUB Statement

Vendor must answer the following questions:

- 1. If an award is issued, do you plan to utilize a HUB subcontractor for any portion of the contract?
 yes no
 If yes, continue. If no, skip to question #5
- 2. If you answered yes to question #1 and have a DIR ICT Co-Op Contract, do you expect to revise the HUB Subcontracting Plan submitted to DIR in order to meet the scope of work of the OAG contract? yes no
- 3. If you answered yes to question #1, what percentage of the total award _____% would be subcontracted to or supplied by HUBs?
- 4. If you will be subcontracting any portion of the work of this contract with a State of Texas HUB-certified Vendor, identify the subcontractor's contact information and FEIN below (or attach an additional sheet if needed):

Work to be subcontracted:	
Subcontractor name:	
FEIN:	
Address:	
Phone No.	
Fax No.	
E-mail address:	

- 5. If you answered no to the first question, explain below, or on a separate document, why no subcontracting opportunities are available or what efforts were made to subcontract part of this project.

Are you certified as a Texas HUB? yes no

TERMS AND CONDITIONS for Request for QUOTATION (RFQ)
(THE ITEMS LISTED BELOW APPLY TO AND BECOME APART OF THE ATTACHED REQUEST FOR QUOTATION. ANY EXCEPTIONS THERETO MUST BE IN WRITING.)

1.0 Request for Quotation Requirements:

- 1.1 Responding Vendors must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Responding Vendors must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Quotations must be submitted on this form. Quotations must be received by the Child Support Internet email server prior to the "Return by" date and time specified on the RFQ. It is the responding Vendor's responsibility to correctly address and transmit the RFQ to the OAG. The OAG is not responsible for any failures of the Vendor's server to deliver to the OAG email address.
- 1.4 Late and or unsigned quotations will not be considered under any circumstances. Person signing quotation should show title or authority to bind the responding Vendor in a contract.
- 1.5 Quotation F.O.B. destination, freight, prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Quotations are requested to be firm for the OAG acceptance for a minimum of sixty (60) calendar days from the "Return by" date. "Discount from list" quotations are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Responding Vendor should provide complete information requested on the face of this form to include the Responding Vendor's full name, address, city, state, zip, phone number, fax number, e-mail address, and any relevant DIR ICT Co-Op Contract information.
- 1.8 Quotations cannot be altered or amended after the "Return by" date. Alterations made before the "Return by" date shall be initialed by an authorized agent of the Vendor. No quotation can be withdrawn after opening time without prior approval by the OAG based on an acceptable reason in writing.
- 1.9 Purchases made for OAG use are exempt from the State sales tax and Federal Excise Tax. Do not include tax in quotation. Excise Tax Exemption Certifications are available upon request. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Vendor in acquiring any goods or services as a part of any work called for in this procurement nor shall OAG be liable to reimburse Vendor for same. OAG shall furnish to Vendor suitable documentation of Attorney General's exemption from any taxes on goods and services procured on behalf of Attorney General upon request.

- 1.10 The OAG reserves the right to make an award on the basis of low line item price, low total of line items, or in any other combination that will serve the best interest of the OAG and to reject any and all quoted items at the sole discretion of the OAG. The OAG also reserves the right to accept or reject all or any part of any quotation, waive minor technicalities and award the contract to best serve the interests of the OAG.
- 1.11 Consistent and continued tie bidding and/or quoting could cause rejection of quotations by the OAG and/or investigation for antitrust violations.

2.0 Specifications:

- 2.1 Unless otherwise specified, items offered shall be new and unused and of current production.
- 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3 The OAG will not be bound by any oral statement or representation contrary to the written specifications of this RFQ.
- 2.4 If an ICT Co-Op Contract is used for this quotation, the DIR ICT Co-Op Contract provisions regarding product warranty and return policy shall apply unless otherwise specified in the RFQ.

3.0 Tie Quotations:

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4.0 Delivery:

- 4.1 Show number of days required to place material in the OAG designated location under normal conditions. Delivery days mean calendar days unless otherwise specified. Failure to state delivery time obligates responding Vendor to deliver in fourteen (14) calendar days. Unrealistic delivery promises may cause quotation to be disregarded.
- 4.2 If delay is foreseen, Vendor shall give written notice to the OAG and keep the agency advised of the status of the order at all times. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the OAG, at the OAG's sole discretion, to cancel the Purchase Order and purchase supplies elsewhere and charge full increase, if any, in cost and handling to the defaulting Vendor.
- 4.3 No substitutions permitted without written approval of the OAG.
- 4.4 Delivery shall be made during normal business working hours only unless prior approval has been obtained from the OAG.

5.0 Inspection and Test:

All goods will be subject to inspection and test by the OAG. Tests shall be performed on samples submitted with the quotation or on samples taken from regular shipment, if applicable. All costs shall be borne by the Vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor or held for disposition at the responding Vendor's expense. Latent defects may result in revocation of acceptance.

6.0 EIR Accessibility:

Vendor shall provide with this RFQ:

- 6.1 For products: accessibility information through either a completed Voluntary Product Accessibility Template (VPAT) or equivalent reporting templates via a Uniform Resource Locator (URL) with the completed template, accessible electronic template, a URL to request the completed template.
- 6.2 For services: credible evidence of the Respondent's capability or ability to produce accessible EIR products or services. Such evidence may include, but is not limited to, a vendor's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

7.0 Award of Contract, Terms and Conditions, and Venue:

A response to this RFQ is an offer to contract based upon the terms, conditions, and specifications contained herein and in any applicable ICT Co-Op contract, and any applicable required state and/or federal provisions. The Vendor shall not add any other terms and conditions. Any vendor-added terms and conditions will have no effect and will not be a part of the contract. Quotations do not become contracts until they are accepted through an agency Purchase Order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas.

8.0 Payment:

Payment will be made upon submission of an invoice which shall be submitted in accordance with the specifications for this procurement. The items invoiced must be described in the same fashion as on the OAG's Purchase Order and must reference the Purchase Order number. Each invoice presented must include the OAG's Purchase Order number, serial numbers (if applicable), the delivery date, the delivery location, and the unit price for each item within a shipment (if applicable). It is the policy of the OAG to make payment on a properly prepared and submitted invoice within thirty (30) calendar days of any final acceptance of performance under a procurement. The OAG shall not be liable for any performances rendered or obligations incurred on behalf of the OAG by Vendor before execution of a Purchase Order. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to the procurement. OAG will not be in default for nonpayment under this contract if such appropriated funds or federal funds are not available to the OAG for payment of OAG's obligations under this contract.

9.0 Records Retention and Inspection:

Vendor shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this contract. Vendor shall retain all such records for a period of seven (7) years after the expiration of the term of this contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. Vendor shall grant access to all such records to the OAG, the State Auditor of Texas, the U.S. Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized

representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.0 Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts:

The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any Federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

11.0 Environmental Protection [Contracts in excess of \$150,000]

The Vendor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$150,000.

12.0 Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]:

The Vendor shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the U.S. Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. **Vendor must submit with its response the Certification Regarding Lobbying included with this solicitation.** This certification certifies that the Vendor will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of a member of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C 1352. It also certifies that the Vendor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

13.0 Compliance with Law:

Vendor must comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to Vendor: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this contract.

14.0 Provision of Funding by United States

It is expressly understood that any and all of OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the U.S. Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such

approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify Vendor of such fact in writing. Upon such occurrence OAG shall discontinue payment hereunder.

15.0 Certification Concerning Participation Eligibility

Vendor certifies that it and its principals are eligible to participate in this contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and contracting and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

16.0 Copyrights and Publications (if applicable)

- a. Vendor understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), Vendor may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:
 - i. the copyright in the works developed under this Contract, and
 - ii. any rights of copyright to which Vendor purchases ownership with funding from this Contract.
- b. Vendor may publish, at its expense, the results of Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

17.0 Intellectual Property (if applicable)

- a. Definitions
 - i. "**Proprietary Material**" means all work products and documentation including but not limited to all data, information, reports, specifications, user manuals, tapes, programs, source code, object code, documentation (including, if applicable: instructions (including user and operation manuals), computer program documentation (such as file and record layouts and descriptions, data elements and data dictionary) diagrams, flow charts, and any other tangible or intangible machine-readable or human-readable materials of any type whatsoever, and all rights therein and thereto.
 - ii. "**Derivative Work**" means a work that includes or is based on one or more preexisting works, including, without limitation, a condensation, transformation, expansion or adaptation, which if prepared without authorization of the owner of the copyright or patent of such preexisting work, would constitute copyright or patent infringement.
- b. Ownership and License Grants

- i. To the maximum extent permitted by applicable law, all Proprietary Material associated with any order that results from or is associated with this contract finally accepted by the OAG and all associated rights therein and there to shall be the sole and exclusive property of the OAG, it being intended the Proprietary Materials shall be deemed "works for hire," of which the OAG shall be deemed the owner. The OAG grants the Vendor the following license rights in such Proprietary Material: a perpetual, non-exclusive, irrevocable, world-wide, royalty-free license; which license includes the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute or otherwise use, in whole or in part and to authorize others to use.
 - ii. However all Proprietary Material associated with any order that results from or is associated with this contract that constitutes a Derivative Work for which the copyright and/ or patent of the included or based upon preexisting works are owned by the Vendor, shall also be owned by the Vendor. The Vendor grants the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families the following license rights in such Proprietary Material: the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute or otherwise use, in whole or in part, and to authorize others to use for State and/or Federal Government purposes. Use of the license for government purposes includes the right (as necessary for government purposes) to change, modify or adapt such Proprietary Material, to combine the Proprietary Material with other computer software, and to obtain computing or related services from a source outside of the OAG. Computing or related services may include programming and/or executing the Proprietary Material on the OAG's computer system, programming and/or executing the Proprietary Material on the computer system of the outside source or any mix thereof.
 - iii. The Vendor shall notify the OAG whenever Proprietary Material will include or be based upon preexisting works.
 - iv. To the extent any of the Proprietary Material, by operation of law, may not be owned by the Party to which ownership has been granted (as described in this subsection) each Party agrees to assign and hereby assigns, without further consideration, all right, title, and interest in any copyright, patent, trade secret, or other proprietary right incorporated into the aforementioned Proprietary Material.
- c. Limitations
- i. Any ownership or license rights herein granted to either Party are limited by and subject to any copyrights and patents held by, and terms and conditions of any license agreements with, applicable third party software providers.
 - ii. Nothing contained in this contract shall restrict either Party from the use of any ideas, concepts, know-how, or techniques which either Party, individually or jointly, develops or discloses under this contract.
- d. Possession by the OAG
- i. The Vendor shall supply to the OAG all Proprietary Material associated with any order that results from or is associated with this contract finally accepted (whether owned by or licensed to the OAG) except where the Vendor does not have the right to transfer such Proprietary Material to a third party.

RFQ_001391 Insight

Final Audit Report

2022-12-06

Created:	2022-12-06
By:	Hannah Benton (Hannah.Benton@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAeFZm1VGQfpDU1tdKM805sb_au6vfJzCt

"RFQ_001391 Insight" History

-  Document created by Hannah Benton (Hannah.Benton@insight.com)
2022-12-06 - 1:22:32 PM GMT
-  Document emailed to Lisanne Steinheiser (lisanne.steinheiser@insight.com) for signature
2022-12-06 - 1:23:14 PM GMT
-  Email viewed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
2022-12-06 - 1:31:34 PM GMT
-  Document e-signed by Lisanne Steinheiser (lisanne.steinheiser@insight.com)
Signature Date: 2022-12-06 - 1:31:47 PM GMT - Time Source: server
-  Agreement completed.
2022-12-06 - 1:31:47 PM GMT



Request for Quotation

This Request for Quotation must be received on or before the return date and time specified below:

Reference Number:	001691
Return by:	Friday December 9, 2022 by 11:00 a.m.

A scan of the signed RFQ must be received by the OAG email server prior to the "Return by" above.

RESPONDING VENDOR: (to be completed by Vendor)

Vendor Name:	GTS Technology Solutions
Address:	9211 Waterford Centre Blvd, Ste 275
City, State Zip:	Austin, Texas 78758
Phone No.:	512-452-0651
Fax No.:	512.452.0691
E-mail address:	Eilene.Melvin@gts-ts.com
ICT Co-Op Vendor No.: (if applicable)	
DIR Contract No.: (if applicable)	DIR-TSO-3763

The ICT Co-Op Vendor and Contract Numbers are the Information and Communications Technology Cooperative (ICT Co-Op) numbers issued by the Texas Department of Information Resources (DIR), if used for this quotation.

Submit Responses to:

Tyler.McKinley@oag.texas.gov

Vendors should submit their best pricing for products and services as outlined in this document and, if applicable, in accordance with the ICT Co-Op Vendor's DIR contract. Quotations shall remain good for a minimum of sixty (60) calendar days. Brands may not be substituted unless otherwise specified. All associated charges related to the equipment delivery must be provided on this form. For any questions, contact the Purchasing Liaison listed above. **NOTE: (1) Late responses may not be considered, (2) award(s) will be made in the best interest of the State, and (3) Vendor must specify if quoting all or none.**

The Vendor's authorized agent must sign below. By signing this document, the Vendor acknowledges that all information contained in the document is true and correct and that Vendor agrees to comply with all terms and conditions of this document and the Vendor's DIR ICT Co-Op contract, if applicable. Failure to sign will disqualify this quotation. By signing this quotation, Vendor certifies that if a Texas address is shown as the address of the Vendor the Vendor qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68). If applicable, Vendor further certifies that all representations, warranties, and certifications made by Vendor in the DIR ICT Co-Op contract, including the "Vendor Certifications" in Appendix A, apply to this procurement and are expressly made a part of and incorporated into any related purchase order for the benefit of the Office of the Attorney General.

	Director of Inside Sales	12/5/2022
Signature	Title	Date

Line no.	Class and Item code, Description, Part Number	Qty.	Unit	Unit Price	Extended Price
1	Precision 7865 Tower CTO BASE 210-BEXT	10	Ea.	6249.89	62498.90
2	AMD Ryzen Threadripper PRO 5955WX (64 MB cache, 16 cores, 32 threads, 4.0GHz to 4.5GHz, 280 W) 338-CFNG	10	Ea.	Included in unit price.	Included in extended price.
3	CPU Heatsink Precision 7865 Tower 412-ABCD	10	Ea.	Included in unit price.	Included in extended price.
4	Windows 11 Pro, English, French, Spanish 619-AQCE	10	Ea.	Included in unit price.	Included in extended price..
5	No Microsoft Office License Included 658-BCSB	10	Ea.	Included in unit price.	Included in extended price.
6	NVIDIA RTX A5500, 24 GB GDDR6, 4 DP (5860, 7865) 490-BHWJ	10	Ea.	Included in unit price.	Included in extended price.
7	128GB 8x16GB DDR4 3200MHz RDIMM ECC Memory 370-AHKB	10	Ea.	Included in unit price.	Included in extended price.
8	Dell KB216 Wired Keyboard English 580-ADJC	10	Ea.	Included in unit price.	Included in extended price.
9	ENERGY STAR Qualified 387-BBLW	10	Ea.	Included in unit price.	Included in extended price.

Line no.	Class and Item code, Description, Part Number	Qty.	Unit	Unit Price	Extended Price
10	EPEAT 2018 Registered (Gold) 379-BDZB	10	Ea.	Included in unit price.	Included in extended price.
11	Quick Start Guide placemat, 7865 Tower 340-DCJT	10	Ea.	Included in unit price.	Included in extended price.
12	Dell Laser Wired Mouse - MS3220 Black 570-ABGR	10	Ea.	Included in unit price.	Included in extended price.
13	System Power Cord (US 125V, 15A) 450-AMEB	10	Ea.	Included in unit price.	Included in extended price.
14	SHIP,PWS,LNK,NO,NO,AMF 340-CBUU	10	Ea.	Included in unit price.	Included in extended price.
15	Shipping Material (5860, 7865) 340-DCJU	10	Ea.	Included in unit price.	Included in extended price.
16	Precision 7865 Tower Regulatory Label 389-EEUW	10	Ea.	Included in unit price.	Included in extended price.
17	Dell Additional Software 658-BFOF	10	Ea.	Included in unit price.	Included in extended price.
18	Flexbay Mechanical Assembly Included with Chassis 340-DCMT	10	Ea.	Included in unit price.	Included in extended price.
19	M.2 NVME Boot Drive 340-DCMU	10	Ea.	Included in unit price.	Included in extended price.
20	1TB, M.2, PCIe NVMe, SSD, Class 40 400-BOGV	10	Ea.	Included in unit price.	Included in extended price.
21	Dell Precision TPM 340-ACBY	10	Ea.	Included in unit price.	Included in extended price.
22	Precision 7865 Tower 1350W Chassis (DAO 2SATA Flexbay L5.5) 321-BHVK	10	Ea.	Included in unit price.	Included in extended price.

Line no.	Class and Item code, Description, Part Number	Qty.	Unit	Unit Price	Extended Price
23	Dell Limited Hardware Warranty Plus Service 997-5852	10	Ea.	Included in unit price.	Included in extended price.
24	ProSupport: 7x24 Technical Support, 4 Years 997-5894	10	Ea.	Included in unit price.	Included in extended price.
25	ProSupport: Next Business Day Onsite 4 Years 997-5962	10	Ea.	Included in unit price.	Included in extended price.
26*	Shipping if not included	1	Ea.	Included in unit price.	Included in extended price.
				Grand Total	62498.90
Estimated Time of Arrival			ETA if purchased 12/5 is 12/29		

NOTES:

1. Vendor must indicate whether products listed contain recycled materials.
2. Vendor pricing shall include delivery to a warehouse location at 4044 PROMONTORY POINT DR, AUSTIN TX 78744-6469.
3. Vendors must include an estimated delivery date for all line items listed above (in the "ETA" column).

Check below if preference claimed under 34 TAC Rules 20.38

Supplies, materials or equipment: Produced in Texas/offered by Texas Vendors
Agricultural products produced or grown in Texas
Agricultural products and services offered by Texas Vendors
Products offered by a Texas Bidder owned by a Texas resident service-disabled veteran
USA Produced supplies, materials or equipment
Products of persons with mental or physical disabilities
Products made of recycled, re-manufactured, or environmentally sensitive materials including recycled steel
Energy efficient products
Rubberized asphalt paving material
Recycled motor oil and lubricants
Products produced at facilities located on formerly contaminated property
Products and services from economically depressed or blighted areas
Vendors that meet or exceed air quality standards
Recycled or Reused Computer Equipment of Other Manufacturers

	Foods of Higher Nutritional Value
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HUB Statement

Vendor must answer the following questions:

1. If an award is issued do you plan to utilize a HUB subcontractor for any portion of the contract?
 yes no
 If yes, continue. If no, skip to question #5

2. If you answered yes to question #1 and have a DIR ICT Co-Op Contract, do you expect to revise the HUB Subcontracting Plan submitted to DIR in order to meet the scope of work of the OAG contract? yes no

3. If you answered yes to question #1, what percentage of the total award _____% would be subcontracted to or supplied by HUBs?

4. If you will be subcontracting any portion of the work of this contract with a State of Texas HUB-certified Vendor, identify the subcontractor’s contact information and FEIN below (or attach an additional sheet if needed):

Work to be subcontracted:	
Subcontractor name:	
FEIN:	
Address:	
Phone No.	
Fax No.	
E-mail address:	

5. If you answered no to the first question, explain below, or on a separate document, why no subcontracting opportunities are available or what efforts were made to subcontract part of this project.

GTS headquarters a state of the art services division, located in Texas, with a 32,000 sqft integration Facility including 50+ technicians. Our clients leverage GTS to provide turnkey solutions beginning with receipt of product to configuration, testing, and field deployment, all in-house. GTS is able to cover all aspects of this request with our dedicated team of Project Managers, Internal Technicians, and Facility capabilities.
If sub-contracting opportunities are identified at a future date, we will immediately contact the Project Manager and HUB Coordinator and commit to perform a Good Faith Effort through solicitation of HUB firms and submit an amended HUB Subcontracting Plan.

Are you certified as a Texas HUB? yes no

TERMS AND CONDITIONS for Request for QUOTATION (RFQ)
(THE ITEMS LISTED BELOW APPLY TO AND BECOME APART OF THE ATTACHED REQUEST FOR QUOTATION. ANY EXCEPTIONS THERETO MUST BE IN WRITING.)

1.0 Request for Quotation Requirements:

- 1.1 Responding Vendors must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Responding Vendors must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Quotations must be submitted on this form. Quotations must be received by the Child Support Internet email server prior to the "Return by" date and time specified on the RFQ. It is the responding Vendor's responsibility to correctly address and transmit the RFQ to the OAG. The OAG is not responsible for any failures of the Vendor's server to deliver to the OAG email address.
- 1.4 Late and or unsigned quotations will not be considered under any circumstances. Person signing quotation should show title or authority to bind the responding Vendor in a contract.
- 1.5 Quotation F.O.B. destination, freight, prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Quotations are requested to be firm for the OAG acceptance for a minimum of sixty (60) calendar days from the "Return by" date. "Discount from list" quotations are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Responding Vendor should provide complete information requested on the face of this form to include the Responding Vendor's full name, address, city, state, zip, phone number, fax number, e-mail address, and any relevant DIR ICT Co-Op Contract information.
- 1.8 Quotations cannot be altered or amended after the "Return by" date. Alterations made before the "Return by" date shall be initialed by an authorized agent of the Vendor. No quotation can be withdrawn after opening time without prior approval by the OAG based on an acceptable reason in writing.
- 1.9 Purchases made for OAG use are exempt from the State sales tax and Federal Excise Tax. Do not include tax in quotation. Excise Tax Exemption Certifications are available upon request. OAG shall not be liable for the payment of any sales, use, or other taxes incurred by Vendor in acquiring any goods or services as a part of any work called for in this procurement nor shall OAG be liable to reimburse Vendor for same. OAG shall furnish to Vendor suitable documentation of Attorney General's exemption from any taxes on goods and services procured on behalf of Attorney General upon request.

- 1.10 The OAG reserves the right to make an award on the basis of low line item price, low total of line items, or in any other combination that will serve the best interest of the OAG and to reject any and all quoted items at the sole discretion of the OAG. The OAG also reserves the right to accept or reject all or any part of any quotation, waive minor technicalities and award the contract to best serve the interests of the OAG.
- 1.11 Consistent and continued tie bidding and/or quoting could cause rejection of quotations by the OAG and/or investigation for antitrust violations.

2.0 Specifications:

- 2.1 Unless otherwise specified, items offered shall be new and unused and of current production.
- 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3 The OAG will not be bound by any oral statement or representation contrary to the written specifications of this RFQ.
- 2.4 If an ICT Co-Op Contract is used for this quotation, the DIR ICT Co-Op Contract provisions regarding product warranty and return policy shall apply unless otherwise specified in the RFQ.

3.0 Tie Quotations:

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

4.0 Delivery:

- 4.1 Show number of days required to place material in the OAG designated location under normal conditions. Delivery days mean calendar days unless otherwise specified. Failure to state delivery time obligates responding Vendor to deliver in fourteen (14) calendar days. Unrealistic delivery promises may cause quotation to be disregarded.
- 4.2 If delay is foreseen, Vendor shall give written notice to the OAG and keep the agency advised of the status of the order at all times. Default in promised delivery (without acceptable reasons) or failure to meet specifications authorizes the OAG, at the OAG's sole discretion, to cancel the Purchase Order and purchase supplies elsewhere and charge full increase, if any, in cost and handling to the defaulting Vendor.
- 4.3 No substitutions permitted without written approval of the OAG.
- 4.4 Delivery shall be made during normal business working hours only unless prior approval has been obtained from the OAG.

5.0 Inspection and Test:

All goods will be subject to inspection and test by the OAG. Tests shall be performed on samples submitted with the quotation or on samples taken from regular shipment, if applicable. All costs shall be borne by the Vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor or held for disposition at the responding Vendor's expense. Latent defects may result in revocation of acceptance.

6.0 EIR Accessibility:

Vendor shall provide with this RFQ:

- 6.1 For products: accessibility information through either a completed Voluntary Product Accessibility Template (VPAT) or equivalent reporting templates via a Uniform Resource Locator (URL) with the completed template, accessible electronic template, a URL to request the completed template.
- 6.2 For services: credible evidence of the Respondent's capability or ability to produce accessible EIR products or services. Such evidence may include, but is not limited to, a vendor's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

7.0 Award of Contract, Terms and Conditions, and Venue:

A response to this RFQ is an offer to contract based upon the terms, conditions, and specifications contained herein and in any applicable ICT Co-Op contract, and any applicable required state and/or federal provisions. The Vendor shall not add any other terms and conditions. Any vendor-added terms and conditions will have no effect and will not be a part of the contract. Quotations do not become contracts until they are accepted through an agency Purchase Order. The contract shall be governed, construed and interpreted under the laws of the State of Texas. Any legal actions must be filed in Travis County, Texas.

8.0 Payment:

Payment will be made upon submission of an invoice which shall be submitted in accordance with the specifications for this procurement. The items invoiced must be described in the same fashion as on the OAG's Purchase Order and must reference the Purchase Order number. Each invoice presented must include the OAG's Purchase Order number, serial numbers (if applicable), the delivery date, the delivery location, and the unit price for each item within a shipment (if applicable). It is the policy of the OAG to make payment on a properly prepared and submitted invoice within thirty (30) calendar days of any final acceptance of performance under a procurement. The OAG shall not be liable for any performances rendered or obligations incurred on behalf of the OAG by Vendor before execution of a Purchase Order. All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to the procurement. OAG will not be in default for nonpayment under this contract if such appropriated funds or federal funds are not available to the OAG for payment of OAG's obligations under this contract.

9.0 Records Retention and Inspection:

Vendor shall retain all financial records, supporting documents, statistical records, and any other records, documents, papers or books (collectively referred to as records) relating to the performances called for in this contract. Vendor shall retain all such records for a period of seven (7) years after the expiration of the term of this contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation and litigation matters are resolved, whichever period is longer. Vendor shall grant access to all such records to the OAG, the State Auditor of Texas, the U.S. Department of Health and Human Services and the Comptroller General of the United States (or any of their duly authorized

representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision shall be included in all subcontracts.

10.0 Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts:

The Vendor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any Federal department or agency. The certification requirement of this provision shall be included in all subcontracts.

11.0 Environmental Protection [Contracts in excess of \$150,000]

The Vendor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)) Section 508 of the Clean Water Act (33 USC 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). The requirements of this provision shall be included in all subcontracts that exceed \$150,000.

12.0 Certain Disclosures Concerning Lobbying [Contracts in excess of \$100,000]:

The Vendor shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989, and the regulations of the U.S. Department of Health and Human Services promulgated pursuant to said law, and shall make all disclosures and certifications as required by law. **Vendor must submit with its response the Certification Regarding Lobbying included with this solicitation.** This certification certifies that the Vendor will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of a member of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C 1352. It also certifies that the Vendor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The requirements of this provision shall be included in all subcontracts exceeding \$100,000.

13.0 Compliance with Law:

Vendor must comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to Vendor: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended; (2) providing services to the OAG as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this contract.

14.0 Provision of Funding by United States

It is expressly understood that any and all of OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the U.S. Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such

approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, OAG shall promptly notify Vendor of such fact in writing. Upon such occurrence OAG shall discontinue payment hereunder.

15.0 Certification Concerning Participation Eligibility

Vendor certifies that it and its principals are eligible to participate in this contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and contracting and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

16.0 Copyrights and Publications (if applicable)

- a. Vendor understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), Vendor may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for State and/or Federal Government purposes:
 - i. the copyright in the works developed under this Contract, and
 - ii. any rights of copyright to which Vendor purchases ownership with funding from this Contract.
- b. Vendor may publish, at its expense, the results of Contract performance with prior OAG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge.

17.0 Intellectual Property (if applicable)

- a. Definitions
 - i. "**Proprietary Material**" means all work products and documentation including but not limited to all data, information, reports, specifications, user manuals, tapes, programs, source code, object code, documentation (including, if applicable: instructions (including user and operation manuals), computer program documentation (such as file and record layouts and descriptions, data elements and data dictionary) diagrams, flow charts, and any other tangible or intangible machine-readable or human-readable materials of any type whatsoever, and all rights therein and thereto.
 - ii. "**Derivative Work**" means a work that includes or is based on one or more preexisting works, including, without limitation, a condensation, transformation, expansion or adaptation, which if prepared without authorization of the owner of the copyright or patent of such preexisting work, would constitute copyright or patent infringement.
- b. Ownership and License Grants

- i. To the maximum extent permitted by applicable law, all Proprietary Material associated with any order that results from or is associated with this contract finally accepted by the OAG and all associated rights therein and there to shall be the sole and exclusive property of the OAG, it being intended the Proprietary Materials shall be deemed "works for hire," of which the OAG shall be deemed the owner. The OAG grants the Vendor the following license rights in such Proprietary Material: a perpetual, non-exclusive, irrevocable, world-wide, royalty-free license; which license includes the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute or otherwise use, in whole or in part and to authorize others to use.
 - ii. However all Proprietary Material associated with any order that results from or is associated with this contract that constitutes a Derivative Work for which the copyright and/ or patent of the included or based upon preexisting works are owned by the Vendor, shall also be owned by the Vendor. The Vendor grants the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families the following license rights in such Proprietary Material: the right to use, reuse, copy, reproduce, display, prepare derivative works, distribute or otherwise use, in whole or in part, and to authorize others to use for State and/or Federal Government purposes. Use of the license for government purposes includes the right (as necessary for government purposes) to change, modify or adapt such Proprietary Material, to combine the Proprietary Material with other computer software, and to obtain computing or related services from a source outside of the OAG. Computing or related services may include programming and/or executing the Proprietary Material on the OAG's computer system, programming and/or executing the Proprietary Material on the computer system of the outside source or any mix thereof.
 - iii. The Vendor shall notify the OAG whenever Proprietary Material will include or be based upon preexisting works.
 - iv. To the extent any of the Proprietary Material, by operation of law, may not be owned by the Party to which ownership has been granted (as described in this subsection) each Party agrees to assign and hereby assigns, without further consideration, all right, title, and interest in any copyright, patent, trade secret, or other proprietary right incorporated into the aforementioned Proprietary Material.
- c. Limitations
- i. Any ownership or license rights herein granted to either Party are limited by and subject to any copyrights and patents held by, and terms and conditions of any license agreements with, applicable third party software providers.
 - ii. Nothing contained in this contract shall restrict either Party from the use of any ideas, concepts, know-how, or techniques which either Party, individually or jointly, develops or discloses under this contract.
- d. Possession by the OAG
- i. The Vendor shall supply to the OAG all Proprietary Material associated with any order that results from or is associated with this contract finally accepted (whether owned by or licensed to the OAG) except where the Vendor does not have the right to transfer such Proprietary Material to a third party.

<u>Company</u>	<u>Date Received</u>
30 Three Sixty Public Finance	8/17/22
Academy Securities	10/8/21
Alliance Bank	9/23/21
American National Bank of Texas	10/12/21
American Veterans Group	12/22/21
Assured Guaranty Municipal Corp.	10/13/21
Baker Group	10/7/21
Bancroft Capital	4/13/22
Bank of New York Mellon Trust Company NA	2/15/22
Bank of Texas	9/27/2021; 3/17/22
Barclays	9/28/21
BB&T Holdings	10/8/21
Bellwether Enterprise Real Estate Capital	6/30/22
Blaylock Van	10/4/21
BOK Financial Securities	9/27/21
Broadway Bank	7/8/22
Build America Mutual Assurance Company	9/28/21
Cabrera Capital Markets	9/23/21
CADG Comanche 248 LLC	10/20/22
Cantor Fitzgerald & Co	12/14/21
Cedar Rapids Bank and Trust	7/8/22
CF CSLK Wildridge LLC	9/21/22
Chesmar Homes LLC	10/17/22
CINCap Investment Group	10/18/21
Citigroup Global Markets Inc	4/20/22
Citigroup Inc	10/15/21
Citizens National Bank	9/27/21
Citizens National Bank at Brownwood	4/1/22
Classic Bank	8/3/22
Community Bank of Texas	11/4/21
Computershare Trust Company, National Association	12/13/21
Crews and Associates	3/30/22
D.A. Davidson	9/27/21
DNT Asset Trust	12/5/22
DR Horton - Texas Ltd	4/26/22
Drexel Hamilton, LLC	12/14/21
Eight Seven Eighteen LTD	10/24/22
Estrada Hinojosa Investment Bankers	9/23/21
Fate 163 Land LP	9/6/22
FHN Financial Capital Markets	9/27/21
Fidelity Capital Markets	9/21/22
Fidelity Investments	8/3/22
First Foundation Public Finance	1/10/22
First National Bank of Evant	6/7/22
First National Bank of Floydada	11/4/21
First National Bank Texas	2/15/22
First Security Finance, Inc	5/19/22

First State Bank and Trust Company	10/13/2021; 9/1/2022
First State Bank of Uvalde	4/27/22
First United Bank	11/10/21
FMS Bonds	9/26/21
Frost Bank	10/4/21
Georgetown KF Ltd	12/19/22
GMS Group	11/19/21
GreatAmerica Financial Services Corporation	12/22/21
Guggenheim Securities LLC	12/15/21
Hilltop Securities	9/27/21
HM 6 Creeks Development Inc.	11/11/21
Horizon Bank	9/20/22
Huntington National Bank	10/15/21
Huntington Securities	9/27/21
Jefferies LLC	9/27/21
J.P. Morgan Securities LLC	9/20/22
J.P. Morgan Chase & DNT Asset Trust	11/7/22
Key Government Finance Inc.	11/11/21
Keybanc Capital Markets	2/14/22
Kyle 57 Development Inc	5/18/22
La Cima San Marcos, LLC	11/16/22
LCSM Ph. 3, LLC	11/16/22
LCSM Ph. 4, LLC	11/16/22
Lennar Homes of Texas Land and Construction, LTD	4/11/22
Lone Star National Bank	6/3/22
Loop Capital Markets LLC	9/27/21
Loop Capital Markets LLC	5/3/22
M.E. Allison Co., Inc.	8/18/22
Meritage Homes of Texas	10/11/22
Mesirow	9/27/21
Midlegate Securities	10/4/21
Milestone Community Builders	5/18/22
Mischler Financial Group	10/26/21
MM Creekview 1027 LLC	6/28/22
MM Mobberly 236, LLC	5/31/22
Morgan Stanley	9/24/21
Mulberry Farms, LLC	4/14/22
MuniCap Inc.	11/24/21
Municipal Capital Markets Group, Inc	3/4/22
National Bank of Andrews	11/3/21
New Sheridan Dev Co Phase 1 LLC	9/6/22
Oppenheimer	9/28/21
OREC Securities dba Lument Securities	7/6/22
ORIX Real Estate Capital	6/30/22
P3 Works LLC	4/11/22
Pinnacle Bank	4/28/22
Piper Sandler & Co	10/8/2021 & 9/20/22
PMB Capital Investments (PMBS River Ridge)	11/9/22

PNC Bank, National Association	4/21/22
PNC Capital Markets LLC	2/23/22
Presidio Short Term Tax Exempt Fund L.P.	11/9/21
Preston Capital LLC	12/9/21
Prosperity Bank	11/15/21
R4 Tex-Exempt Housing Partners	11/1/21
Ramirez and Co.	4/22/22
Ranch Road Watermill LLC	10/13/22
Raymond James & Associates	9/27/2021 & 9/19/2022
RBC Capital Markets	9/23/21
Regions Bank	9/30/2021; 3/24/22
Regions Capital Advantage	3/28/22
Regions Commercial Equipment Finance	3/28/22
Regions Equipment Finance Corporation	3/28/22
Rice Financial Products Company	4/19/22
Robert W. Baird & Co.	9/27/21
Royal Bank of Canada	12/2/21
SAMCO Capital	9/30/21
Samuel A. Ramirez & Co	9/28/21
Siebert Williams Shank & Co., LLC	10/27/21
SMBC Nikko Securities America, Inc	12/6/21
Southside Bank	11/22/22
Spirit Bank	10/15/21
Stephens Inc.	9/27/21
Stern Brothers	10/5/21
Stifel, Nicolaus & Company	9/27/21
StoneX Financial Inc.	1/24/22
Sumitomo Mitsui Banking Corporation	12/6/21
SWBC Investment Services, LLC	10/29/21
Taylor Morrison of Texas	10/7/22
Texas Dow Employees Credit Union	10/28/22
Texas First Bank	9/28/22
The Parks at Wilson Creek L.P.	11/24/21
Third Coast Bank	8/15/22
TIB, National Association	9/28/21
Tri Pointe Homes Texas	10/7/22
Truist Bank	10/8/21
Truist Commercial Equity, Inc.	4/18/2022; 6/15/22
Truist Financial Corporation	6/22/22
Trustmark National Bank	9/28/21
TXN Bank	8/31/22
UBS Financial Services Inc	9/29/21
UMB Bank	10/5/21
US Bancorp Investments, Inc.	10/29/21
US Bancorp Investments, Inc.	10/17/22
US Bank National Association	9/29/21
US Bank Trust Company, National Association	5/9/22
Valdes & Moreno, Inc.	8/20/22

Vantage Bank Texas	6/6/22
Webster Bank, National Association	3/11/22
Wells Fargo	9/29/21
Wells Fargo	9/27/21
Wells Fargo Municipal Capital Strategies, LLC	10/8/21
Westpointe Villages Fund, LLC	5/5/22
Westside Preserve Development, LLC	8/23/22
WJ Hillside LP	1/6/22
Yoakum National Bank	10/7/22
Zions Bancorporation	10/7/2021; 6/15/22
ZMFU II	
State Street Bank and Trust Company	12/5/22