# Public Utility Commission of Texas
## Business Unit # 47300
## Purchase Order # 18-0000044

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **0** Date: **09/21/17** PO Method: **IA** Dispatch: **Dispatch Via Email** Rev Dt:

**PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.**

**Vendor:** STATE OFFICE OF ADMINISTRATIVE HEARINGS
PO BOX 13025
AUSTIN TX 787113025
**United States**

**Ship To:** 0001 - PUBLIC UTILITY COMMISSION O
SUITE 8-100
1701 N CONGRESS AVENUE
Austin TX 78701
United States

**Bill To:** PUBLIC UTILITY COMMISSION OF TEXAS
Attn: Accounts Payable
P.O. Box 13326
Austin TX 78711-3326
United States

**Vendor ID**: 3360360360 7

**Purchaser:** Pablo Almaraz

**Phone:** 512/936-7069
**Fax:** 512/936-7058
**Email:** pablo.almaraz@puc.texas.gov

**Fax:**
**Email:** payables@puc.texas.gov

**PO Information:**

STATE OFFICE OF ADMINISTRATIVE HEARINGS (SOAH) HEARINGS AND RELATED SERVICES - SEPTEMBER 1, 2017 - AUGUST 31, 2018

SOAH CONTRACT NO. 360-18-1010 INTERAGENCY COOPERATION CONTRACT BETWEEN THE PUBLIC UTILITY COMMISSION OF TEXAS AND THE STATE OFFICE OF ADMINISTRATIVE HEARINGS

Interagency Contracts: TEX. GOVT CODE ANN. §§ 771.001-771.010

| Line-Sch | Line Description | Class/Item | Quantity | UOM | Unit Price | Extended Amt | Due Date |
|---|---|---|---|---|---|---|---|
| 1- 1 | STATE OFFICE OF ADMINISTRATIVE HEARINGS HEARINGS AND RELATED SERVICES - SEPTEMBER 1, 2016 - AUGUST 31, 2017 | 961/50 | 1.0000 | YR | $192,000.00000 | $192,000.00 | 09/21/2017 |

**Schedule Total** $192,000.00

ReqID:
REQ0002620

**Item Total for Line # 1** $192,000.00

**Total PO Amount** $192,000.00

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

**Authorized Signature**

Pablo Almaraz, CTPM

**09/21/2017**

# Public Utility Commission of Texas

**Business Unit # 47300**

**Purchase Order # 18-0000044**

**Authorized Signature**

Pablo Almaraz, CTPM

**09/21/2017**

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GENERAL TERMS AND CONDITIONS ITEMS BELOW APPLY TO AND BECOME A PART OF ANY PUBLIC UTILITY COMMISSION OF TEXAS (PUCT) SOLICITATION DOCUMENT OR PURCHASE ORDER (PO). ANY EXCEPTIONS THERETO MUST BE IN WRITING. 1. BIDDING/OFFER/PROPOSAL REQUIREMENTS: 1.1 Vendors/contractors 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 Vendors/contractors must price per unit shown. Unit prices shall govern in the event of extension errors. 1.3 Solicitation responses should be submitted on this form and will not be accepted if modified onto or in vendors/contractors format. Solicitation responses must be returned to allow them to be time stamped at the Public Utility Commission of Texas on or before the hour and date specified for the solicitation opening. 1.4 Late and/or unsigned solicitation responses will not be considered under any circumstances. Person signing solicitation must have the authority to bind the firm in a contract. 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated in the solicitation. 1.6 Solicitation prices are requested to be firm for PUCT acceptance for 30 days from solicitation opening 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 Vendor/contractor should enter Texas Identification Number System (T.I.N.S.) number, full vendor name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, vendor name should appear on each continuation page of a bid. 1.8 Solicitation cannot be altered or amended after opening time unless allowed by law. Alterations made before opening time should be in writing by the vendor or his authorized agent. No solicitation can be withdrawn after opening time without approval by the PUCT based on an acceptable written reason. 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption. Certificates are available upon request. 1.10 The State reserves the right to accept or reject all or any part of any solicitation, waive minor technicalities and award the solicitation to best serve the interests of the state. 1.11 Consistent and continued tie bids/offers could cause rejection of solicitation by the PUCT and/or investigation of the State. 1.12 The telephone number for FAX submission of bids is 1-512-936-7058. This is the only number that will be used for the receipt of bids/offers. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. 1.13 Any contract resulting from this solicitation is contingent upon the continued availability of appropriations by the Texas Legislature. 2. SPECIFICATION: 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Solicitation responses on brands of like nature and quality will be considered unless advertised under Government Code, Title 10, Subtitle D, §.2155.067. If bidding/offering/ proposing other than referenced items, vendor/contractor should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and a complete description of the product offered are requested to be made part of the bid/offer. By not taking exception to specifications or reference data will require vendor/contractor to furnish specified brand names, numbers, etc. 2.2 Unless otherwise specified, items bid/offered/ proposed shall be new and unused and of current production. 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed during examination, they will be returned to the vendor on request at vendor's expense. Each sample should be marked with vendors name and address and PO number. Do not enclose in or attach bid/offer to sample. 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications. 2.6 Manufacturer's standard warranty shall apply unless otherwise stated. 2.7 Technology Access Clause Vendor/contractor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the vendor/contractor represents and warrants to the PUCT that the technology provided to the PUCT for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (a) providing equivalent access for effective use by both visual and non-visual means; (b) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (c) being integrated into networks for obtaining, retrieving and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assertive devises or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. This requirement applies to all contracts that involve the purchase of an automated information system, with out regard to: (i) the source of funds used to make the purchase; (ii) whether the purchase is made under delegated purchasing authority; or (iii) whether the purchase is made under the authority of the Texas Government Code, Title 10, Subtitle D, or other law. (d) This section does not apply to the purchase of a wireless communications device to be used by peace officers, firefighters, and other emergency response personnel to respond to a public safety emergency. 3. TIE BIDS: Awards will be made in accordance with 1 TAC §113.6 (b) (3) and 113.8 (preferences). 4. DELIVERY: 4.1 Show number of days required to deliver material to the receiving agency's designated location under normal conditions. By not stating a delivery time, Vendor/contractor is obligated to deliver in 14 calendar days. Unrealistic delivery promised may cause bid/offer to be disregarded. 4.2 If delay is foreseen, vendor/contractor shall give written notice to PUCT. Vendor must keep PUCT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes PUCT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. 4.3 No substitutions permitted without written approval of PUCT or the Comptroller of Public Accounts. 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from PUCT. 5. INSPECTION AND TESTS: All goods will be subject to inspection and test by the State. Authorized personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the solicitation or on samples taken from regular shipment. 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 vendor's expense. Latent defects may result in revocation of acceptance. 6. AWARD OF CONTRACT: A response to the solicitation or PO is an offer to contract based upon the terms, conditions and specifications contained herein. Bids/offers do not become contracts until they are accepted through a PO. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, § 2155.074 2156.007 shall also be considered in making an award. 7. PAYMENT: Vendor shall submit two copies of an itemized invoice showing order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. 8. PATENTS OR COPYRIGHTS: The vendor agrees to protect the State from claims involving infringement of patents or copyrights. 9. ASSIGNMENTS: Vendor/contractor hereby assigns to PUCT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.CA § 1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. Comm. Code Ann. §15.01. et seq. 10. BIDDER VENDOR AFFIRMATION: Signing the solicitation with a false statement is a material breach of contract and shall void the submitted bid/offer or any resulting contracts, and the vendor shall be removed from all bid lists. By signature here on affixed. The vendor hereby certifies that: 10.1 The vendor 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, or service to a public servant in connection with the submitted bid/offer. 10.2 Neither the vendor nor the firm, corporation, partnership, or institution represented by the vendor/contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State Federal Antitrust Laws, (see Section 9, above) nor communicated directly or indirectly the bid/offer/proposal made to any competitor or any other person engaged in such line of business. 10.3 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(a), the vendor/contractor has not received compensation for participation in the preparation of the specifications for this solicitation. 10.4 Pursuant to Texas Family Code, Title 5, Subtitle D, § 231.006(d), regarding child support, the vendor/contractor certifies that the individual or business entity named in this bid/offer/PO is not ineligible to receive the specified payment and

**Authorized Signature**

Pablo Almaraz, CTPM

**09/21/2017**

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acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10. Subtitle D. § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive:_____ Name of State Agency:_____ Date of Separation form State Agency:_____ Position with Vendor/Contractor: _____ Date of Employment with Vendor/Contractor:_____ 10.9 Vendor/contractor agrees to comply with Texas Government Code, Title 10, Subtitle D, § 2155.4441 relating to use of service contracts for products produced in 10.10 By signing this bid/offer vendor/contractor certifies that if a Texas address is shown as the address of the vendor/contractor, vendor/contractor qualifies as a Texas Resident Bidder/Offerer/ Proposer as defined in Texas Administrative Code, Title 1, Part 5, Chapter 111, Subchapter A, §111.2(1 0). 10.11 STATE AUDIT: The vendor/contractor understands that acceptance of funds under this Contract PO acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit, or investigation, in connection with those funds. Vendor/contractor further agrees to cooperate fully with the State Auditor's Office, or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor/contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through vendor/contractor and the requirement to cooperate is included in any subcontract it awards. Texas Government Code, Title 10, Subtitle D, § 2262.003. 11. OWNERSHIP DISCLOSURE: Pursuant to Section 231.006 (c) Family Code, a solicitation response must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response. 12. NOTE TO BIDDER/ OFFERER/ PROPOSER: The State of Texas Purchase Order, and its General Terms and Conditions, shall constitute a contract between PUCT and the selected/ awarded vendor. Any terms and conditions attached to a solicitation response will not be considered unless specifically referred to in the response. PUCT may elect to execute the referenced terms and conditions provided by the vendor (vendor contract) which shall supplement the purchase order. However, PUCT will not execute a vendor contract with unacceptable, vague, or conflicting terms and may result in disqualification of the bid/ offer/ or proposal. In the event of a conflict between the PO and any executed vendor contract, the PUCT PO shall prevail. 13. DISPUTE: Pursuant to Chapter 2260 of the Texas Government Code, any dispute arising under a contract/PO for goods and services, for which this chapter applies must be resolved under the provisions of this chapter. PUCT Protest Procedures will be provided upon request. 14. TEXAS PUBLIC INFORMATION ACT AND CONFIDENTIAL INFORMATION: Information, documents and other material connected with this solicitation or any resulting contract may be subject to public disclosure under the Texas Public Information Act unless vendor/contractor can show the response or specific parts of it are exempt from public disclosure. PUCT will not assert legal arguments on behalf of vendors/contractors. If the vendor/contractor believes that parts of a response to this solicitation are confidential, he must state in conspicuous letters the term CONFIDENTIAL" on that part it believes to be confidential. 15. CANCELLATION: Unless otherwise specified in the solicitation, PUCT may cancel the purchase order without penalty, either in whole or in part for any reason. 16. STATE LAWS: The resulting contract/PO shall be governed by and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Travis County, Texas. 17. CONSTRUCTION: The invalidity or unenforceability of any provision of the contract shall not affect the validity or enforceability of any other provision. Neither party may assign the contract without the prior written consent of the other party. Any amendment or modification will be effective only if in writing and signed by PUCT. 18. DISCRETIONARY EXTENSION: Contracts for services, whose original period were for one year or longer, may be extended for up to ninety (90) days beyond the normal expiration date of the contract, under substantially the same terms and conditions, provided the vendor/ contractor and the PUCT mutually agree to extension and pricing during the extension period. 19. FORCE MAJEURE: PUCT may grant relief from performance to the extent performance is delayed or damaged beyond the reasonable control of the affected party which could not, by due diligence, have avoided. Such causes include ,but are not limited to, Acts of God, severe weather, explosions, riots, acts of war, labor strike, or orders of legal authority

**Authorized Signature**

Pablo Almaraz, CTPM

**09/21/2017**

LEGISLATIVE BUDGET BOARD

# LBB Contracts Database

**As Reported by State Agencies and Institutions of Higher Education**

**LBB Home | Search/Edit | Help | LogOff**

*** Contract Submitted to LBB ***

Save | Amend Contract | Delete Contract | Return

**Agency:** Public Utility Commission of Texas

**Contract ID#:** 47300-18-0000044

**Reporting Codes:**
*(select all that apply)*

- ☐ Major Info Systems - General > $100k (Sec 2054.008, Gov. Code)
- ☐ Major Info Systems - Institutions and Higher Ed > $1 million (Sec 2054.008, Gov. Code)
- ☐ Construction > $14k (Sec 2166.2551, Gov. Code)
- ☐ Professional Services > $14k (Sec 2254.006, Gov. Code)
- ☐ Consulting Services > $14k (Sec 2254.0301, Gov. Code)
- ☑ Purchases or Sales > $50k (Sec 7.04(b), Article IX, GAA)
- ☐ Purchases > $10 million (Sec 7.12, Article IX, GAA)
- ☐ Non-competitive purchases > $1 million (Sec 7.12, Article IX, GAA)
- ☐ Emergency purchases > $1 million (Sec 7.12, Article IX, GAA)

**Statute References**

**Subject:** STATE OFFICE OF ADMINISTRATIVE HEARING

* **Purchase Requisition#:** REQ0002620 *(Max 50 characters)*

* **Was the contract competitively procured pursuant to the provisions of the State Procurement Manual?** No, inter-agency agreement

* **Agency Approval Date:** 9/14/2017

**Solicitation Posting Date:** ☐ **Information Unavailable** ☑ **Not Applicable**

INTERAGENCY AGREEMENT

**Award Date:**

9/21/2017

**Requisition Date:** 9/14/2017

**Completion Date:** 08/31/2019 **No Set Completion Date** ☐

**Current Contract Value:**
(Excludes Options not Exercised) 384000

**Maximum Contract Value:**
(Includes Options not Exercised) 384000

* **Is this a revenue generating contract?** ○ **Yes** ◉ **No**

* **# of Bids Received:** 1

**Allocate Contract Amount by Fiscal Years:** *(Fiscal Year is Sept. 1st - Aug 31st)*

| FY | Amount | FY | Amount |
|---|---|---|---|
| 2018 | 192000 | 2019 | 192000 |

* **NIGP Class/Item:**

961 - 050 - Legal Services Including Depositions and Expert Witness Testimony

**Purchase Category Code:**

0 - No PCC Code Required (e.g. interagency, interlocal, Higher Education Local Purchase, or other procurement type)

## Vendor Information

STATE OFFICE OF ADMINISTRATIVE HEARINGS

| Attachments |
| --- |
| 47300_18-0000044_0.pdf |
| SOAH_CONTRACT_FY18.pdf |
| Delete Attachment |

**Number of Attachments to Add :** 1 Add Attachments

Save Amend Contract Delete Contract Return

NOTE: Contract information submitted to the LBB by agencies is displayed as entered into the system. Although every effort was made to correct obvious errors and to avoid duplicate entries, this information has not been verified by the LBB, and some inaccuracies may exist.

*Legislative Budget Board*