

CONTRACT NO. 473-14-00352
BETWEEN
THE PUBLIC UTILITY COMMISSION OF TEXAS
AND
TEXASADMIN, INC.

The parties to this Contract No. 473-14-00352 for live Internet video coverage of public hearings and meetings held by the Public Utility Commission of Texas (PUCT), are the PUCT, a duly organized agency of the State of Texas with its office located at 1701 N. Congress Ave., Austin, Texas 78701 and TexasAdmin.com, Inc. (Admin), a Texas Corporation, whose mailing address is PO Box 160872, Austin, Texas 78716.

Article 1. DEFINITIONS

When used in this Agreement, the following terms shall have the following meanings:

1.1 “Public Utility Commission,” “PUCT,” or “Commission” means the Public Utility Commission of Texas acting through its Executive Director and the agency’s designated Contract Administrator.

1.2 “Contractor” includes TexasAdmin.com, Inc., and any successors, heirs, and assigns.

1.3 “Services” means any and all services performed and any and all goods and products delivered by Contractor as specified in Attachment A.

Article 2. COMPENSATION

2.1 Compensation. Contractor agrees to provide all services (including labor, expenses, and any other services) described in Attachment A as follows: broadcast of all meetings outlined in Attachment A for a fixed fee of \$200,000 per year and management and operation of the PUCT sound system located in the Commissioners’ Hearing Room for a fixed fee of \$12,000 annually. The total annual compensation for all services provided by Contractor will be \$212,000. Contractor understands that the PUCT is not responsible for payment of any costs or expenses exceeding this amount.

If Contractor believes that changes in the scope of services to be performed will require Contractor to increase its fee, it must request the PUCT’s written authorization to increase its fee. The Contractor must document the changes in the scope of services and why they will require additional effort. The Commission must approve the increase in fee by written amendment to this Agreement before the Contractor performs any services or may invoice the increased fee.

2.2 Payment Process. As specified in Attachment A, Section Q, Chapter 12 of the Public Utility Regulatory Act allows the PUCT to recover the cost for these services from regulated entities. Each year the PUCT shall provide the contractor with an allocation of cost for these entities and the contractor shall be responsible for all billing and collection related to this service. Contractor shall invoice the regulated entities monthly and may also offer an annual payment option with appropriate discount. Prior to submitting

invoices to regulated entities, contractor shall obtain written approval of the proposed invoices from the PUCT contract administrator to insure compliance with the PUCT order approving the allocation of costs to the regulated entities.. The PUCT contract administrator will review the proposed invoices and respond within 10 days.

2.3 Payment for Services. Contractor's acceptance of payment releases the PUCT of all claims for compensation owed in connection with this Agreement.

2.4 Payments made to Subcontractors. Contractor shall pay subcontractors on a timely basis. The PUCT must approve Contractor's use of any subcontractor before Contractor engages the subcontractor (see Sec. 5.1).

2.5 Records. Contractor and its subcontractors, if any, shall maintain records and books of account relating to services provided under this Agreement. Contractor shall, for a period of four (4) years following the expiration or termination of this Agreement, maintain its records (electronic and paper) of the work performed under this Agreement. Records include, but are not limited to correspondence concerning the subject of this Agreement between Contractor and the PUCT; Contractor's internal correspondence; and correspondence between Contractor and any third party. Contractor shall make all records that support the performance of services and payment available to PUCT and/or its designees or the State Auditor during normal business hours given reasonable notice, upon the request of the PUCT Contract Administrator.

2.6 Sole Compensation. Payments under this Article are Contractor's sole compensation under this Agreement. Contractor shall not incur expenses with the expectation that the PUCT or any other agency of the state of Texas will directly pay the expense to a third-party vendor irrespective of the reason for incurring those expenses.

Article 3. CONTRACT ADMINISTRATION

3.1 PUCT Contract Administration. The PUCT designates **Shawn Hazard** to serve as its primary point of contact **and Contract Administrator** throughout the term of this Agreement. Contractor acknowledges that the PUCT Contract Administrator does not have any authority to amend this Agreement on behalf of the PUCT, except as expressly provided herein. Contractor further acknowledges that such authority is exclusively held by the Commission or its authorized designee, Executive Director Brian H. Lloyd.

3.2 Contractor Contract Administration. Contractor designates its Contract Administrator as follows: Carley Taglieri, Vice President of Operations.

3.3 Reporting. Contractor shall report directly to the PUCT Contract Administrator and shall perform all activities in accordance with reasonable instructions, directions, requests, rules, and regulations issued during the term of this Agreement as conveyed to Contractor by the PUCT Contract Administrator.

3.4 Cooperation. The Parties' Contract Administrators shall handle all communications between them in a timely and cooperative manner. The Parties shall timely notify each

other by email or other written communication of any change in designee or contact information.

3.5 Inquiries and Prompt Referral. Contractor understands that the PUCT does not endorse any vendor, commodity, or service. Contractor, its employees, representatives, other agents, or subcontractors may not issue any media release, advertisement, publication, or public pronouncement which pertains to this Agreement or the services or project to which this Agreement relates or which mentions the PUCT without the prior approval of the PUCT. Contractor will promptly refer all inquiries regarding this Agreement received from state legislators, other public officials, the media, or non-Parties to the PUCT Contract Administrator.

Article 4. REPORTS AND RECORDS

4.1 Written Reports. Contractor will provide written reports to the PUCT in the form and with the frequency specified in Attachment A or as agreed to between the parties.

4.2 Distribution of Consultant Reports. PUCT shall have the right to distribute any consultant report associated with this contract, or to allow another Texas state agency or the Texas legislature to distribute it. PUCT shall also have the right to post any consultant report associated with this contract to the PUCT's website or to the website of a standing committee of the legislature. This provision does not waive any right to confidentiality that PUCT may assert for the report.

Article 5. SUBCONTRACTING PARTIES

5.1 Use of Subcontractors. The Parties acknowledge and agree that at the time of execution of this Agreement, Contractor intends to perform the Services required under this Agreement using the following subcontractors: Patrick Duplaga and Texas Independent News Service. Other temporary or substitute camera operators may be necessary from time to time. Contractor will notify the PUCT Contract Administrator of any proposed long-term subcontract changes and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any such long-term subcontract or subsequent substitution of a subcontractor must be approved according to the terms of Article 7, such approval not to be unreasonably withheld.

5.2 Sole Responsibility. Contractor is solely responsible for the quality and timeliness of the work produced by all subcontractors that Contractor may engage to provide Services hereunder and for the timely payment for all such work produced by all subcontractors that the PUCT accepts and pays for in accordance with the terms of this Agreement.

5.3 Prime Vendor Contract. The Parties expressly agree that this Agreement is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor for delivery of the Services made the subject hereof. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the

Services described in this Agreement, notwithstanding the engagement of any subcontractor to perform an obligation under this Agreement.

Article 6. TERM, SUSPENSION, AND TERMINATION

6.1 Term. The term of this Agreement shall begin on September 1, 2014 and shall continue in effect until August 31, 2018 unless sooner terminated under Sections 6.3 or 6.4 of this Agreement.

6.2 Options for Renewal. There are no renewal options for this contract.

6.3 Termination for Cause by the PUCT. If Contractor is in default of any material term of this Agreement, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this Agreement for default and shall have all rights and remedies provided by law and under this Agreement. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Agreement to another entity without disruption to live Internet video of all public hearings and meetings held by the PUCT.. The termination date shall be the last calendar day of the month. In the event of termination, Contractor shall also provide a pro-rata refund to all regulated entities that utilized the annual payment option described in Section 2.2 of this Agreement for all remaining months beyond the effective date of the termination. Such refunds shall be provided to regulated entities within 30 days of the effective date of termination.

6.4 Termination for the Convenience of the PUCT. The PUCT may, upon ninety (90) days written notice to Contractor, terminate this Agreement whenever the interests of the PUCT so require. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Agreement to another entity without disruption to live Internet video of all public hearings and meetings held by the PUCT. Contractor shall be compensated at the rate specified in this Agreement for all services provided until the effective date of termination. The termination date shall be the last calendar day of the month. In the event of termination, Contractor shall also provide a pro-rata refund to all regulated entities that utilized the annual payment option described in Section 2.2 of this Agreement for all remaining months beyond the effective date of the termination. Such refunds shall be provided to regulated entities within 30 days of the effective date of termination. The PUCT shall not be liable for any damages and/or loss to Contractor as a result of termination for convenience.

6.5. Transfer of Duties. In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Agreement to another entity without disruption to live Internet video of all public hearings and meetings held by the PUCT.

6.6 Survival. In the event that this Agreement expires or is terminated pursuant to its terms, the rights and obligations of the Parties under it shall end; provided that the

provisions of Sections 2.5, 2.6, 3.5, 4.2, 6.5, 7.5, 9.2, 9.3, 9.4 through 9.6, 17.2 and 19.1 through 19.4, 19.6, 19.8, and Articles 1, 10, 11, 12, 14, 15, 16, 20, 21, 23, 27, and 28 shall survive in their entirety.

Article 7. ASSIGNMENT, AMENDMENTS, AND MODIFICATIONS

7.1 Material Change Requests. PUCT may propose changes to Attachment A. Upon receipt of a written request from the PUCT for a change to Attachment A, Contractor shall, within a reasonable time thereafter, submit to the PUCT a detailed written estimate of any proposed price and schedule adjustment(s) to this Agreement. No changes to Attachment A will occur without the Parties' written consent as provided in accordance with the terms stated in this Agreement.

7.2 Changes in Law, Rules, or Rulings. Subsequent changes in federal or state legislation, rules and regulations or rulings by the PUCT may require modification of the terms of this Agreement, including an increase or decrease in Contractor's duties or compensation. In the event of such subsequent changes to statutes, rules, and/or regulations, the PUCT and Contractor shall negotiate the terms of a contract modification, whether an increase or decrease in Contractor's duties or compensation, in good faith and incorporate such modification into this Agreement by written amendment.

7.3 No Assignment of Duties. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of any Party (including by merger of Contractor or otherwise by operation of law); provided however that Contractor shall not otherwise, without the prior written consent of the PUCT, assign or transfer this Agreement or any obligation incurred under this Agreement, such prior written consent not to be unreasonably withheld. Any attempt by Contractor to assign or transfer this Agreement or any obligation incurred under this Agreement, in contravention of this paragraph, shall be void and of no force and effect.

7.4 Amendments and Modifications. This Agreement may not be amended or modified in any manner except by written instrument executed by authorized representatives of the Parties in accordance with the terms of this Agreement.

7.5 Binding on Successors. The terms of this Agreement shall be binding on any successor organization of any of the Parties.

Article 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 Warranty of Performance. Contractor represents, warrants, and covenants that it will perform the services outlined in Attachment A in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

8.2 Warranty of Services. Contractor warrants that the services shall be rendered by the qualified personnel named in Section 19.7 of this Agreement. If Services provided under this Agreement require a professional license, then Contractor represents, warrants, and covenants that the activity will be performed only by duly licensed personnel.

Article 9. RISK OF LOSS AND PROPERTY RIGHTS

9.1 Risk of Loss. The risk of loss for all items to be furnished hereunder shall remain with Contractor until the items are delivered to the PUCT, at which time the risk of loss shall pass to the PUCT.

9.2 Ownership.

- 1) Materials for which any intellectual property rights are vested in a third party, such as software or hardware shall remain the property of the third party
- 2) The sound system in the Commissioners' Hearing Room on September 1, 2014 shall be the sole property of the PUC. Admin will be solely responsible for all operation, maintenance and repair of the sound system that is necessary to meet the requirements of this contract. Any and all equipment changes, repairs and upgrades made to the sound system by Admin including, but not limited to, changes necessary to maintain or improve sound quality or inter-operability, shall be the sole responsibility of Admin and shall be made at Admin's expense. Any and all sound equipment installed and maintained by Admin on or after September 1, 2014 shall be the sole property of Admin.
- 3) The intellectual property created through the artistic production of the live webcasts and archived recordings of PUCT Meetings are the property of Admin. As such, Admin is responsible to see the recordings and webcasts are not misused, and Admin is responsible for assisting with public information requests for access to the webcasts and archives. While Admin retains ownership of the live streams and recordings made, Admin grants to the PUCT a perpetual and unrestricted license to use the webcasts and archives for any PUCT public purpose. Admin is responsible to protect the webcasts and archives from misuse and to assist the PUCT in public information requests for access to the webcasts and archives.. Admin guarantees that in the event of termination for convenience or non-performance, contract expiration, or business failure of the contractor, all data can and will be transferred to the PUCT in such a format as to be usable by a succeeding contractor or system.

9.3 Licensed Software. Contractor may obtain software licenses as an agent of the PUCT for software that is used by Contractor solely for the purpose of providing services under this Agreement. Contractor shall provide the PUCT with a copy of any software license obtained by Contractor as an agent for the PUCT for the purpose of providing services under this Agreement.

9.4 Prior Works. Except as provided herein, all previously owned materials, conceptions, or products shall remain the property of Contractor and nothing contained in this Agreement will be construed to require Contractor to transfer ownership of such materials to the PUCT.

9.5 Trademarks. The Parties agree that no rights to any trademark or service mark belonging to another Party or to any non-Party are granted to any other Party by this Agreement, unless by separate written instrument. The PUCT acknowledges and agrees that use of any trademark associated with any software provided by Contractor under this Agreement does not give the PUCT any rights of ownership in the trademark or the software.

9.6 Program Information. Program information, data, and details relating to Contractor's services under this Agreement shall be maintained separately from Contractor's other activities. Contractor shall undertake all reasonable care and precaution in the handling and storing of this information.

9.7 Provision to be Inserted in Subcontracts. Contractor shall insert an article containing paragraphs 9.2 and 9.6 of this Agreement in all subcontracts hereunder except altered as necessary for proper identification of the contracting Parties and the PUCT under this Agreement.

Article 10. PUBLIC INFORMATION

10.1 Texas Public Information Act. (Texas Government Code Chapter 552). The Parties acknowledge that notwithstanding any other provisions of this Agreement, the Texas Public Information Act ("PIA") governs the treatment of all information held by or under the control of the Commission. The Commission will notify Contractor of requests for Contractor's information as soon as practicable.

10.2 Agreement Not Confidential. The Parties acknowledge that not all terms of this Agreement may be confidential pursuant to the Texas Public Information Act, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." Contractor further acknowledges that in the event of a dispute over the release of a proposal or part of a proposal the PUCT is bound by the decision made by the Office of the Attorney General of Texas.

10.3 Contractor's Duty to Provide Public Information. Contractor is required to make any information created or exchanged with the state pursuant to this 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.

Article 11. CONFLICTS OF INTEREST AND EMPLOYMENT RESTRICTION

11.1 No Conflicting Relationships. Contractor certifies to the Commission that no existing or contemplated relationship exists between Contractor and the Commission that interferes with fair competition or is a conflict of interest, and that no existing or contemplated relationship exists between Contractor and another person or organization, whether or not located within the State of Texas, that constitutes or will constitute a conflict of interest for Contractor with respect to the Commission.

11.2 Prohibition on Transactions with Parties Adverse to Commission. Contractor agrees that during performance of this Agreement, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the Commission or that has interests that are directly or indirectly adverse to those of the Commission. The Commission may waive this provision in writing if, in the Commission's sole judgment, such activities of the Contractor will not be adverse to the interests of the Commission.

11.3 Notice of Conflict. Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. Contractor's failure to do so shall be grounds for termination of this contract for cause, pursuant to Section 6.3.

Article 12. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the PUCT, the State of Texas, and its officers, agents, employees, representatives, contractors, assignees, and designees from any and all liabilities, claims, demands or causes of action, and all related costs, attorney fees and expenses of whatever kind or nature asserted by a third party and occurring in any way incident to, arising out of, or in connection with acts or omissions of Contractor, its agents, employees and subcontractors, committed in the conduct of this Agreement. Any defense shall be coordinated by contractor with the Office of the Attorney General when Texas State Agencies are named defendants in any lawsuit. Contractor may not agree to any settlement without first obtaining the concurrence from the Office of the Attorney General. Contractor and the PUCT agree to furnish timely written notice to each other of any such claim.

Article 13. INSURANCE

Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractor's employees, including laws regarding wages, taxes, insurances, and workers' compensation. Neither the PUCT nor the State of Texas shall be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee.

13.1 Minimum Insurance. Contractor shall, at its sole cost and expense, secure and maintain as a minimum, from the Effective Date and thereafter during the term of this Agreement, for its own protection and the protection of the PUCT:

(a) commercial liability insurance, covering, at a minimum, the following categories of liability within the following limits: (i) bodily injury and property damage - \$1,000,000 limit per occurrence, \$2,000,000 aggregate, (ii) medical expense - \$5,000 limit per person, (iii) personal injury and advertising liability - \$1,000,000 limit, (iv)

products/completed operations – \$2,000,000 aggregate, (v) damage to premises rented - \$50,000 limit;

(b) automobile liability coverage for vehicles driven by Contractor's employees (\$500,000 per occurrence); and

(c) workers' compensation insurance in accordance with the statutory limits, as follows:

(i) employer's liability - \$1,000,000 each incident, (ii) disease - \$1,000,000 each employee and \$1,000,000 policy limit.

The PUCT shall be named an additional insured on the commercial liability and automobile policies.

13.2 Certificates of Insurance. Contractor shall furnish to the PUCT certificates of insurance, signed by authorized representatives of the surety or insurers, of all such bonds and insurance and confirming the amounts of such coverage within ten (10) days of the Effective Date of this Agreement, and upon request thereafter. Contractor shall provide the PUCT Contract Administrator with timely renewal certificates as the coverage renews. Failure to maintain such insurance coverage specified herein, or to provide such certificates promptly, shall constitute a material breach of this Agreement. Contractor shall provide thirty (30) days written notice of any notice for renewal and/or cancellation of insurance.

Article 14. DISPUTE RESOLUTION

The Parties agree to resolve disputes arising under this Agreement through the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and Subchapter C of the PUCT Rules for Administrative Services.

Article 15. SOVEREIGN IMMUNITY

The State of Texas and the PUCT do not waive sovereign immunity by entering into this Agreement and specifically retain immunity and all defenses available to them under the laws of the State of Texas or the common law.

Article 16. GOVERNING LAW

Notwithstanding anything to the contrary in this Agreement, this Agreement shall be deemed entered into in the State of Texas and shall be governed by, construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. The Parties consent to the exclusive jurisdiction of the State of Texas. The Parties hereby submit to the jurisdiction of the courts located in, and venue is hereby stipulated to, the state courts located in Travis County, Texas. Each Party stipulates that it is subject to the jurisdiction of the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Agreement. Further, each Party hereby waives any right to assert any defense to

jurisdiction being held by the courts located in Travis County, Texas, for any cause of action arising from any act or omission in the performance of this Agreement.

Article 17. COMPLIANCE WITH LAW

17.1 General. Contractor shall comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all services sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject, including Equal Employment Opportunity laws. All laws and regulations required in agreements of this character are hereby incorporated by this reference.

17.2 Taxes. Contractor agrees to comply with any and all applicable state tax laws that may require any filing with and/or payment to the State of Texas as a result of any action taken as a result of this Agreement.

17.3 Workers' Compensation. Contractor agrees that it shall be in compliance with applicable state workers' compensation laws throughout the term of this Agreement.

17.4 Conflicts. Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT, and will inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the Commission. In the event that Contractor becomes aware of inconsistencies between this Agreement and a Texas statute or PUCT rule, Contractor will so advise the PUCT and will cooperate fully to revise applicable provisions of this Agreement as necessary.

Article 18. CONTRACTOR'S CERTIFICATION

By accepting the terms of this Agreement, Contractor certifies that, to the extent applicable, it is in compliance with the following requirements and prohibitions. Contractor understands and agrees that a false certification may lead to termination of this Agreement for cause.

18.1 Prohibitions on Gifts. Contractor 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 this Agreement.

18.2 Delinquent Obligations. Contractor is not currently delinquent in the payment of any franchise or sales tax owed to the State of Texas, and is not delinquent in the payment of any child support obligations under applicable state law.

18.3 Terrorist Financing. The PUCT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it, via cross referencing respondents/vendors with the Federal General

Services Administration's System for Award Management (SAM), <https://www.sam.gov/>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

Respondent certifies that the responding entity 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 and that Respondent 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/>

18.4 Antitrust. Neither Contractor nor anyone acting for Contractor has violated the antitrust laws of this State, codified in Section 15.01, et seq. of the Texas Business and Commerce Code or the Federal Antitrust Laws, nor has communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

18.5 Family Code. Contractor has no principal who is ineligible to receive funds under Texas Family Code Section 231.006 and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

18.6 Prohibited Compensation. Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCT's behalf for participation in the preparation of this Agreement.

18.7 Government Code. Under Texas Government Code Section 2155.004, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

18.8 Outstanding Obligations. Payments due under the contract will be applied towards any debt that is owed to the State of Texas, including but not limited to delinquent taxes and child support.

18.9 Contracting with Executive Head of State Agency. Contractor certifies this Agreement is in compliance with Texas Government Code Section 669.003 relating to contracting with the executive head of a State agency. If Texas Government Code Section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated: Name of Former Executive; Name of State Agency; Date of Separation from State Agency; Position with Bidder; and Date of Employment with Bidder.

18.10 Buy Texas. Contractor will comply with Texas Government Code Section 2155.4441, pertaining to service contracts regarding the use of products produced in the State of Texas.

18.11 Hurricane Recovery. Under Texas Government Code Section 2155.006, Contractor certifies that the individual or business entity named in this proposal is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Article 19. GENERAL PROVISIONS

19.1 Relationship of Parties. Contractor is and shall remain at all times an independent contractor, and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment, franchise, master-servant, or agency relationship between the Parties. Except as expressly provided to the contrary elsewhere in this Agreement, no Party has any right or authority to act on behalf of another Party, nor to assume or create any obligation, liability or responsibility on behalf of another Party. Under no circumstances shall the relationship of employer and employee be deemed to arise between the PUCT and Contractor's personnel. Contractor shall be solely responsible for achieving the results contemplated by this Agreement, whether performed by Contractor, its agents, employees or subcontractors.

19.2 Taxes and Statutory Withholdings. Contractor acknowledges that it is not a PUCT employee, but is an independent contractor. Accordingly, it is Contractor's sole obligation to report as income all compensation received by Contractor under the terms of this Agreement. Contractor is solely responsible for all taxes (federal, state, or local), withholdings, social security, unemployment, Medicare, Workers' Compensation insurance, and other similar statutory obligations (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this contract. Contractor shall defend, indemnify and hold the PUCT harmless to the extent of any obligation imposed by law on the PUCT to pay any tax (federal, state, or local), withholding, social security, unemployment, Medicare, Workers' Compensation insurance, or other similar statutory obligation (of any governmental entity of any country) arising from, relating to, or in connection with any payment made to Contractor under this Agreement. Further, Contractor understands that neither it nor any of its individual employees is eligible for any PUCT employee benefit, including but not limited to holiday, vacation, sick pay, withholding taxes (federal, state, local), social security, Medicare, unemployment or disability insurance, Workers' Compensation, health and welfare benefits, profit sharing, 401(k) or any employee stock option or stock purchase plans. Contractor hereby waives any and all rights to any such PUCT employment benefit.

19.3 Notice. Except as otherwise stated in this Agreement, all notices provided for in this Agreement shall be (a) in writing, (b) addressed to a Party at the address set forth below (or as expressly designated by such Party in a subsequent effective written notice referring specifically to this Agreement), (c) sent by FedEx, with proper postage affixed and (d) deemed effective upon the third business day after deposit of the notice in the U.S. Mail.

IF TO THE PUCT:

ATTENTION: Brian H. Lloyd, Executive Director
1701 N. Congress Ave., 7th Floor
Austin, TX 78701

With a copy to the PUCT Contract Administrator at the same address.

IF TO CONTRACTOR:

ATTENTION: Dennis Thomas
Chairman and President
TexasAdmin.com, Inc.
P.O. Box 160872
Austin, TX 78716

19.4 Headings. Titles and headings of paragraphs and sections within this Agreement are provided merely for convenience and shall not be used or relied upon in construing this Agreement or the Parties' intentions with respect thereto.

19.5 Export Laws. Contractor represents, warrants, agrees and certifies that it (a) shall comply with the United States Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority and (b) shall not knowingly permit any non-Party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third Party materials accessed by Contractor during the course of this Agreement in violation of any such laws, rules or regulations.

19.6 Preprinted Forms. The use of preprinted forms, such as purchase orders or acknowledgments, in connection with this Agreement is for convenience only and all preprinted terms and conditions stated thereon are void and of no effect. The terms of this Agreement cannot be amended, modified, or altered by any conflicting preprinted terms, provisions, or conditions contained in a preprinted form, such as purchase orders or acknowledgements. If any conflict exists between this Agreement and any terms and conditions on a purchase order, acknowledgment, or other preprinted form, the terms and conditions of this Agreement will govern.

19.7 Specific Personnel. Contractor has identified the personnel for this assignment ("Team"), as follows:

1. Carley Taglieri, Vice President of Operations for Contractor
2. Patrick Duplaga, Lead Webcast Operator
3. Jim Elliot, Webcast Operator
4. AANet, LLC, partner, provider of webcasting and video conferencing service

5. Mary Beth Kelly, Manager of Accounting for Contractor.

Contractor warrants that it shall use its best efforts to avoid any changes to the Team during the course of this Agreement. Should personnel changes occur during the contract period, Contractor will recommend to the PUCT personnel with comparable experience and required qualifications and training. The PUCT must approve any change in personnel on this project in writing. Contractor shall provide individuals qualified to perform the tasks assigned to such individual. At the PUCT's request, Contractor shall remove from the project any individual whom the PUCT finds unacceptable. Contractor shall replace such individual with another individual satisfactory to the PUCT as soon as practicable.

19.8 Publicity. Contractor understands and agrees that no public disclosures or news releases pertaining to this Agreement or any results or findings based on information provided, created, or obtained to fulfill the requirements of this agreement shall be made without the prior written approval of the PUCT.

Article 20. NO IMPLIED WAIVER

The failure of any party, at any time, to enforce a provision of this contract will not constitute a waiver of that provision; will not affect the validity of this contract or any part of it; and will not affect the right of any party to enforce each and every provision.

Article 21. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between the provisions of this contract and its attachment(s), the provisions of this contract will control.

Article 22. FORCE MAJEURE

Neither the PUCT nor Contractor will be considered in default in the performance of its obligations under this contract to the extent that the performance of such obligations is prevented or delayed by any cause beyond the reasonable control of the affected party, which such party could not, by due diligence have avoided, including but not limited to acts of God, severe weather, explosions, riots, acts of war, or orders of legal authority. Such causes will not relieve either party of liability in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner, with all reasonable dispatch, and to give notice and full particulars of the same in writing to the other party as soon as possible after the occurrence of the cause that prevented or delayed performance of the obligations. If the event of Force Majeure continues for a period of more than one hundred and eighty (180) days, either party thereafter may terminate this contract upon giving at least ten (10) days prior written notice to the other party.

Article 23. SEVERABILITY

If any provision of this contract is held unlawful or otherwise unenforceable, such provision will be severed and deemed deleted and the remainder of this contract will continue in full force and effect, as if such provision had never existed.

Article 24. DRUG FREE WORKPLACE POLICY

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace) and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments that may hereafter be issued.

Article 25. SUBSTITUTIONS

Substitutions are not permitted without written approval of the PUCT.

Article 26. PAST PERFORMANCE

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code Sections 2155.074, 2155.075, 2156.007, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:

- 1) Having a score of less than 90% in the Vendor Performance System;
- 2) Being currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA);
- 3) Having repeated negative Vendor Performance Reports for the same reason; or
- 4) Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:

http://www.window.state.tx.us/procurement/prog/vendor_performance/.

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code § 20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Respondent.

Article 27. RIGHT TO AUDIT

Pursuant to Section 2262.003 of the Texas Government Code, the State Auditor may conduct an audit or investigation of Contractor or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this contract. The acceptance of funds by Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, 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 any other entity that is the

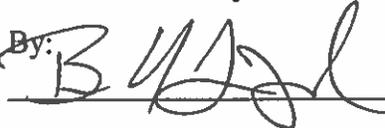
subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract awards.

Article 28. ENTIRE AGREEMENT

This contract constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understandings, and agreements concerning the provision of these services. Any terms and conditions attached to a solicitation will not be considered unless specifically referred to in this Agreement.

In WITNESS WHEREOF both parties by their duly authorized representatives have executed this contract effective as of September 1, 2014.

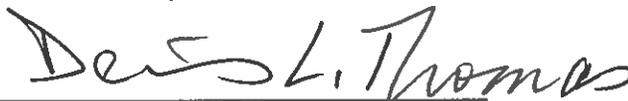
The Public Utility Commission of Texas

By: 

Brian H. Lloyd
Executive Director

Date Signed: 9-4-2014

TexasAdmin.com, Inc.

By: 

Dennis Thomas
Chairman & President

Date Signed: 8-29-2014

ATTACHMENT A

STATEMENT OF WORK

The contractor shall be responsible for providing coverage of approximately 60 meetings annually from the PUC Commissioner's Hearing Room located on the 7th floor of the William B. Travis building, 1701 N. Congress Avenue, Austin, TX. Contractor must satisfy the following provisions:

- A. Broadcasts will conform to requirements of 1 Texas Administrative Code §209 as well as Department of Information Resources SRPUB05 – Video Conferencing Guidelines where applicable.
- A monitor for the audience and the Commission in the Commissioners Hearing Room, will be installed, at PUCT expense and direction. Admin will provide a mixed audio and video feed for such monitor from the Admin video switcher. Webcast video is in color, and therefore the feed provided to any monitor will be color video. The PUCT will provide and supervise the wiring from the video switcher to the monitor.
 - Admin will produce an audio/video recording of each public meeting with a backup recording device. An additional backup recording is obtained with the local encoded copy of the audio/video webcast – this local copy is encoded at 350 kbps.
 - Admin's onsite operator will facilitate technical and webcast clarity issues received from PUC Staff or attendees. Admin staff will be available by phone and email to assist the PUC with these issues.
 - The onsite operator will be located in a control room separate from the hearing room and therefore will not be a participant in the public meetings. Operators will ensure the camera is focused on the speaker, audio is clear, will confirm the connection is established and maintained throughout the meeting, and will work to resolve any connection or equipment issues.
 - Before each meeting, the onsite operator will check camera focus and range capabilities, audio levels and feeds, and will confirm functionality of other equipment.
 - The location of Admin's three cameras will enable the operator to get speakers in camera range from anywhere in the room.

- Admin equipment and proprietary software version used for encoding the video stream will meet or exceed the standards of the International Telecommunications Union for video conferencing, as applicable.
- B. Admin will provide live and archive video streams using H264 streaming protocol, which provides video streaming across multiple platforms (Microsoft, Apple) and to mobile devices including phones and tablets.
- Mixed video and audio signals will be sent to an encoding computer, where the video will be compressed and sent to Admin's video servers that deliver the H264 content to the end user via live or on-demand streaming.
 - The stream delivered does not require a specific player (the video plays embedded in an HTML window) and will be scalable (will adjust to the maximum bandwidth available on the end user side).

Admin has been encoding PUCT meetings in the H264 format since January 2013. We have been providing access to the H264 stream as an alternate stream to our standard RealPlayer stream.

- Admin will make the H264 stream the primary stream available on the TexasAdmin and PUCT access pages by September 1, 2014. Admin will continue to provide the RealPlayer format as a secondary stream through December 31, 2014.
 - Admin will work with PUCT to post notice and make announcements (via email) of changes and provide contact information for IT personnel who need to make firewall or network adjustments.
- C. Admin will employ a webcasting system using three switchable cameras, operated by an onsite operator. In addition, the system will have the ability for a fourth input for other uses, such as a feed from a PowerPoint projector. The onsite operator uses a controller to move the cameras' position and zoom, then switches between the camera shots with a video mixer. The mixed video signal goes to the encoding computer. The cost, maintenance, and security of all equipment will be Admin's responsibility.
- D. In addition to the house audio system microphones, Admin will use several omnidirectional boundary microphones. These microphones are used only as necessary to supplement loss of house sound or low audio levels of an individual speaking on the record. The sound output of these additional microphones is solely the responsibility of Admin, is separate from the house sound system, and controlled only by the onsite operator. Admin's onsite operator has separate

control over each of the boundary mics and the singular house feed via an audio mixer, so the operator can also adjust the level of the house audio feed as necessary to ensure a good, clean, consistent level throughout the webcast. The mixed audio output is sent to the encoding computer as well as to the PUC televisions.

- E. Admin will provide a coaxial video output for the use in the PUCT's existing cable distribution system which provides a video feed to the agency televisions.
- F. Admin will provide its own independent data circuits to the video server. The circuits are separate from the PUCT network. The PUCT will continue to assist Admin in ordering the required data circuits through the DIR, since the webcasts originate from a State-owned building. Admin will continue to reimburse the PUCT, on a monthly basis, for the cost of the circuits, as has been the case for the previous contracts between Admin and the PUCT.
- G. Admin will provide and host a website from which both live and archived video files can be accessed. Admin will provide a webpage dedicated to only webcasts of the PUCT. This page will also include a copy of the agenda, agenda tools such as the live agenda marker (see M), agenda clips (see P), and notes with important information or updates.
- H. Admin will provide 100% service availability during public hearings. Admin's new circuit network has an MPLS backbone, providing low-latency routing. MPLS is a scalable, protocol-independent transport. MPLS circuits on the carrier network are fully-routed connections. If part of the AT&T network goes down, the traffic will be automatically re-routed without Admin having to actively do any reconfiguring of physical equipment. If the circuit goes down at the PUC facility, Admin can send the stream to its server over an Internet connection. Admin has added redundancy at its server connections. In addition to Admin's own Network Operating Center (NOC), Admin has co-located equipment at other AT&T NOC's. Admin has established automatic fail-overs to those co-locations if its network is compromised. If unforeseen technical issues arise to compromise the live video stream which are not resolved with redundancy, automatic re-routing, and alternate methods to connect, backup recordings will ensure full coverage of the meeting for the archive.
- I. Admin will provide an email address for the PUCT to use for notification of scheduled meetings requiring coverage. At this time, the PUCT should use the following email address: carleytaglieri@adminmonitor.com
- J. Admin assumes responsibility for monitoring the PUCT Agency Calendar (<http://www.puc.texas.gov/agency/calendar/Default.aspx>) for verification of

meeting schedules. Admin will reach out to the agency point of contact for any scheduling clarifications or requests outside of the calendar postings or email notifications. Admin understands that the schedule can change and will check the calendar frequently to ensure complete coverage.

- K. Admin will maintain sufficient Internet outgoing bandwidth to supply 300 concurrent users. With streams encoded at 300 kbps, that is the equivalent of 87 megabits. If demand exceeds 300 concurrent users, Admin will have sufficient spillover bandwidth available to continue providing service to viewers under peak conditions. One of Admins co-locations alone can handle 350 concurrent connections.
- L. Admin will provide the PUCT with an automated method to post a URL for live broadcasts on the PUCT website, www.puc.texas.gov. Currently there is a script hosted by Admin that a PUCT webpage runs. The script automatically populates the PUCT webpage with live and archive links, as well as notices, as they are made available on the TexasAdmin website.
- M. Admin will employ software and backend content management system necessary to post a copy of the meeting agenda. During the live webcast, Admin staff will make updates to move a marker on our copy of the agenda that indicates the current item being discussed and progress of agenda (already discussed, not discussed, etc.). The meeting-specific agenda webpage auto-refreshes or can be refreshed by the end user to see updates.
- N. Admin will have staff available by phone and email to provide technical support to the end user. Admin's phone number and email will be listed on the PUC website. In addition to end user support, such as playback issues and identifying network security restrictions, Admin will work with PUCT IT support staff on larger issues that affect incoming video streams of the end user. Examples include organization firewall changes, mass PC updates, automatic operating system updates, software and browser compatibility issues, and internet service provider routing and firewall issues.
- O. Admin will maintain 12 months of PUCT video archives on the Admin website. All videos will be accessible for on-demand streaming. Admin also has a complete library of archives on a separate webpage of all meetings covered in the 14 years of service to the PUCT.
- P. Archived webcasts of Open Meetings will be segmented into clips for each agenda item. Admin uses a proprietary process of segmenting the archive video into clips for each agenda item discussed. The agenda clips are accessible from the copy of

an agenda we post to our site. Admin posts notes for items not discussed, continued, or consented that do not have any associated video.

- Q. Section E, Chapter 12 of the Public Utility Regulatory Act allows the PUCT to recover the cost for these services from regulated entities. Admin will provide the billing and collection system and will receive monies based upon the annual allocation of cost determined by the PUCT (from the entities identified by and in the amounts identified by the PUCT).
- R. Admin will maintain a continuity of disaster recovery plan providing for restoration of service. This plan will include maintenance of mobile equipment; transport over a self-healing network; routers that can be rebooted remotely or by onsite staff; backup power generators for power outages at Admin's network operations center (NOC); and co-location of network equipment. Admin will provide a copy of its disaster recovery plan to the PUCT upon request.
- S. Admin will perform tests of its disaster recovery plan on an annual basis and provide the PUCT with the results and any remediation plans.
- T. Admin will install a system with redundant backup recording. The first backup will reside on the hard disk of the encoding computer. The second backup will be in the form of either a VCR or DVD-R copy of the meeting, recorded concurrently before the signal is compressed by the video encoder. If the live stream is interrupted or the data connection to the video server has technical problems, the meeting will be restored from one of the two backups as soon as technically possible.
- U. Admin will contact the PUCT by e-mail or phone as soon as practical once Admin is aware of any unplanned system outage. The onsite operator will monitor the outgoing stream from the encoding computer; the stream will also be monitored by 1-2 offsite Admin and AANet staff. AANet has established alarm notifications for any circuit that goes down. If an outage occurs during a meeting broadcast, Admin will provide frequent updates to the PUCT, at least every 30 minutes.
- V. In the event that the PUCT's primary facility, the William B. Travis building, becomes uninhabitable, Admin will provide a mobile broadcast solution. Admin currently has two mobile carts to use in such a situation, with cameras, cables, tripods, video and audio mixers, camera controller, and encoding computer. With an internet connection at the temporary facility, Admin can continue to provide webcast coverage from other locations in the aforementioned scenario. If no internet connection is available at the temporary facility, Admin will produce and save a video to be uploaded as an archive.

- W. Admin agrees to comply with all records retention requirements and schedules as required by Texas state law. (13 Texas Administrative Code § 6.94). Electronic records will be the video archive files. Admin will maintain such files and any software, hardware, or documentation required to retrieve and view such a record will be retained as long as the approved retention period. Admin will recopy or reformat archive files as necessary to ensure availability and usability until the expiration of the retention period. Archive files are individually accessible based on meeting- and date-specific file naming convention.
- X. All recording and broadcast data, materials, and records remain the intellectual property of Admin. Admin grants to the PUCT a perpetual and unrestricted license to use the recording and broadcast data, materials and records for any PUCT public purpose. Admin is responsible to protect the webcasts and archives from misuse and to assist the PUCT in public information requests for access to the webcasts and archives.. Admin guarantees that in the event of termination for convenience or non-performance, contract expiration, or business failure of the contractor, all data can and will be transferred to the PUCT in such a format as to be usable by a succeeding contractor or system.
- a. Contractor agrees to broadcast all meetings outlined in Attachment A for a fixed fee of \$200,000 per year and to manage and operate the PUCT sound system located in the Commissioners' Hearing Room for a fixed fee of \$12,000 per year. The total annual compensation for all services provided by Contractor will be \$212,000. The sound system in the Commissioners' Hearing Room on September 1, 2014 shall be the sole property of the PUC. Admin will be solely responsible for all operation, maintenance and repair of the sound system that is necessary to meet the requirements of this contract. Any and all equipment changes, repairs and upgrades made to the sound system by Admin including, but not limited to, changes necessary to maintain or improve sound quality or inter-operability, shall be the sole responsibility of Admin and shall be made at Admin's expense. Any and all sound equipment installed and maintained by Admin on or after September 1, 2014 shall be the sole property of Admin.