



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000024

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **0** Date: **09/15/17** PO Method: **CO** Dispatch: **Dispatch** Rev Dt: **Via Email**

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

Vendor: LIBERTY CONSULTING GROUP
 279 N ZINNS MILL RD STE H
 LEBANON PA 17042-9576
 United States

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

Vendor ID: 1123247030 9

Purchaser: Pablo Almaraz

Phone: 512/936-7069

Fax: 512/936-7058

Email: pablo.almaraz@puc.texas.gov

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

Fax:
Email: payables@puc.texas.gov

PO Information:

FISCAL YEAR 2018, REMAINING AMOUNT ON CONTRACT 473-16-001681 FOR TECHNICAL CONSULTING SERVICES RELATED TO ENERGY FUTURE HOLDING CHANGE OF CONTROL

SERVICE PERIOD PER CONTRACT SIGNATURE: 11/16/16 THROUGH NOVEMBER 2020 UNLESS TERMINATED EARLIER UNDER SECT. 6.3 AND 6.4 OF SAID CONTRACT

NOTE: THE VENDOR SHALL PROVIDE A RENEWAL NOTICE TO P.U.C PURCHASING (FAX 512-936-7058) NO LESS THAN 30 DAYS PRIOR TO EXPIRATION.

SEE PO 17-0000244 FOR REFERENCE

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
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1- 1	Liberty Consulting Contact	918/41	1.0000	EA	\$67,096.87000	\$67,096.87	09/15/2017
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Schedule Total

ReqID:
REQ0002557

TO CONTRACT FOR TECHNICAL CONSULTING SERVICES RELATED TO ENERGY FUTURE HOLDING CHANGE OF CONTROL

Item Total for Line # 1

Total PO Amount

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, CTM

09/15/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000024

Page: 2 of 4

Authorized Signature

Pablo Alvarez, CTPM

09/15/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000024

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 devices 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.C.A § 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 Alvarez, CTAM

09/15/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000024

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 from 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 Alvarez, CTM

09/15/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000024
Purchase Order Change Notice (# 1)

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US Mail** PCC: **0** Date: **09/15/17** PO Method: **CO** Dispatch: **Dispatch** Rev Dt: **09/26/17**
Via Email

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

Vendor: LIBERTY CONSULTING GROUP INC
 279 N ZINNS MILL RD STE H
 LEBANON PA 17042
 United States

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

Vendor ID: 1232470302 9

Purchaser: Pablo Almaraz

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

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

Fax:
Email: payables@puc.texas.gov

PO Information:

FISCAL YEAR 2018, REMAINING AMOUNT ON CONTRACT 473-16-001681 FOR TECHNICAL CONSULTING SERVICES RELATED TO ENERGY FUTURE HOLDING CHANGE OF CONTROL

SERVICE PERIOD PER CONTRACT SIGNATURE: 11/16/16 THROUGH NOVEMBER 2020 UNLESS TERMINATED EARLIER UNDER SECT. 6.3 AND 6.4 OF SAID CONTRACT

NOTE: THE VENDOR SHALL PROVIDE A RENEWAL NOTICE TO P.U.C PURCHASING (FAX 512-936-7058) NO LESS THAN 30 DAYS PRIOR TO EXPIRATION.

Texas Government Code § 2254 specifically empowers governmental entities to purchase professional services and consulting services. These procurements are exempt from TPASS review authority.

SEE PO 17-0000244 FOR REFERENCE

9/26/15: POCN TO CHANGE VENDOR ID TO THE CORRECT ONE

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date	
1- 1	Liberty Consulting Contact	918/41	1.0000	EA	\$67,096.87000	\$67,096.87	09/15/2017	
						Schedule Total	\$67,096.87	
					<u>ReqID:</u> REQ0002557			
TO CONTRACT FOR TECHNICAL CONSULTING SERVICES RELATED TO ENERGY FUTURE HOLDING CHANGE OF CONTROL							Item Total for Line # 1	\$67,096.87

Authorized Signature

Pablo Almaraz, CTM

09/26/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000024
Purchase Order Change Notice (# 1)

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Total PO Amount

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 Alvarez, CTM

09/26/2017



Public Utility Commission of Texas
Business Unit # 47300
Purchase Order # 18-0000024
Purchase Order Change Notice (# 1)

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 devices 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.C.A § 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

Authorized Signature

Pablo Alvarez, CTAM

09/26/2017



Public Utility Commission of Texas

Business Unit # 47300

Purchase Order # 18-0000024

Purchase Order Change Notice (# 1)

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 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 from 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 Alvarez, CTAM

09/26/2017

Almaraz, Pablo

From: Morales, Jesus
Sent: Tuesday, September 26, 2017 11:46 AM
To: Shaw, Avis; Beck, Mary
Cc: Almaraz, Pablo
Subject: RE: Approve Supplier - Corrected Liberty Consulting Group

Done.

From: Shaw, Avis
Sent: Tuesday, September 26, 2017 11:43 AM
To: Beck, Mary <Mary.Beck@puc.texas.gov>; Morales, Jesus <Jesus.Morales@puc.texas.gov>
Subject: FW: Approve Supplier - Corrected Liberty Consulting Group

FYI---It was an easy fix! Thank Goodness!!!

From: Johnathan Oberhoff [<mailto:Johnathan.Oberhoff@cpa.texas.gov>]
Sent: Tuesday, September 26, 2017 11:36 AM
To: Almaraz, Pablo <Pablo.Almaraz@puc.texas.gov>; Shaw, Avis <Avis.Shaw@puc.texas.gov>
Subject: RE: Approve Supplier - Corrected Liberty Consulting Group

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Ok Guys..... so here's what needs to happen.

Avis – Go to the supplier (vendor) set up for the correct supplier ID. Ensure that you are in Correct History Mode. Click the Identifying Information Tab. Locate the “Open For Ordering” check box and check it. Click Save.

[Favorites](#) > [Main Menu](#) > [Suppliers](#) > [Supplier Information](#) > [Add/Update](#) > [Supplier](#)

ORACLE

Navigator Search >> [Advanced Search](#)

[Summary](#) | **Identifying Information** | [Address](#) | [Contacts](#) | [Location](#) | [Custom](#) | [TINS Information](#) | [CMBL Information](#)

SetID 47300 *Supplier Name LIBER
 Supplier ID **1232470302** Additional Name
 *Supplier Short Name LIBCO LIBCO-001 Op
 *Classification Outside Party Op
 HCM Class Suppl
 *Persistence Regular Su
 *Supplier Status Approved Appro
 Withholding: Override USAS 1099 Withholding Indicator Attach

Supplier Relationships

Corporate Supplier Int
 Corporate SetID 47300 InterUnit Supplier ID
 Corporate Supplier ID 1232470302 LIBERTY CONSULTING GROUP INC Supplie

Create Bill-To Customer

Create Bill To Customer

[Summary](#) | [Identifying Information](#) | [Address](#) | [Contacts](#) | [Location](#) | [Custom](#) | [TINS Information](#) | [CMBL Information](#) | [Hub Information](#)

Pablo – Go to your PO. Click the Magic Blue Triangle (POCN). Update the Supplier ID. Re-Dispatch your Po.



Maintain Purchase Order

Purchase Order

Business Unit 47300 TxSmartBuy Purchase Order PO Status Disj
 PO ID 18-0000024 Budget Status Vali
 Change Order 1
 Copy From [] Summary Document Type [] Hold From Fur

▼ Header ?

*PO Date 09/15/2017 Supplier Search Doc Tol Status Valid
 *Supplier LIBCO-001 Supplier Details Backorder Status Not E
 *Supplier ID 1232470302 LIBERTY CONSULTING GROUP INC Receipt Status Not F
 *Buyer 00010011402 Pablo Almaraz *Dispatch Method Print

PO Reference Liberty Consulting Payment Amount Summary ?
 Header Details Activity Summary Merchandise
 PO Defaults Edit Comments Freight/Tax/Misc.
 PO Activities Add ShipTo Comments Total Amount
 Requisitions Document Status HUB Bid Details Encumbrance Balance
 ▼ Actions HUB Subcontracting
 Special/Priority Purchase Types: State Use Exception

Add Items From ?

Select Lines To Display ?

Catalog Item Search Search for Lines Li
 Purchasing Kit

Lines ?

							Personalize I	
Details	Class/Item	Ship To/Due Date	Statuses	Item Information	Attributes	RFQ	Contract	Receiving
Line	Item	Description			PO Qty	*UOM		Price
1		Liberty Consulting Contact			1.0000	EA		67,096.87000

View Printable Version Close Short All Lines *Go to ... More ...

Save Return to Search Notify Refresh

Fiscal Management Division
Texas Comptroller of Public Accounts
Phone: (512)936-8461
Johnathan.Oberhoff@CPA.Texas.Gov
CAPPs Help Desk: (512)463-2277
CAPPs Help Desk: CAPPs.Help@cpa.texas.gov

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From: Almaraz, Pablo [<mailto:Pablo.Almaraz@puc.texas.gov>]
Sent: Monday, September 25, 2017 12:56 PM
To: Johnathan Oberhoff
Subject: RE: Approve Supplier - Corrected Liberty Consulting Group

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DO NOT click links or open attachments unless you expect them from the sender and know the content is safe.**

AP needs me to change the vendor to the one highlighted below by Avis LIBCO-001. PO 18-24 has a different Supplier and Supplier ID, see here LIBERTY-002. Now I can't even pull up any Liberty Consulting Group when searching on a new PO.

Purchase Order

Business Unit 47300

TxSmartBuy Purchase Order

PO Status Dispatched

PO ID 18-0000024

Budget Status Valid

Copy From

Summary Document Type

Hold From Further Processing

▼ Header ?

*PO Date 09/15/2017

Supplier Search

Doc Tol Status Valid

*Supplier LIBERTY-002

Supplier Details

Backorder Status Not Backordered

*Supplier ID 1123247030

LIBERTY CONSULTING GROUP

Receipt Status Not Recvd

*Buyer 00010011402

Pablo Almaraz

*Dispatch Method Email

PO Reference Liberty Consulting Payment

Amount Summary ?

Header Details

Activity Summary

Merchandise 67,096.87

PO Defaults

Edit Comments

Freight/Tax/Misc. 0.00

PO Activities

Add ShipTo Comments

Total Amount 67,096.87 US

Requisitions

Document Status

Encumbrance Balance 67,096.87 US

▼ Actions

HUB Bid Details

HUB Subcontracting

State Use Exception

Special/Priority Purchase Types:

Add Items From ?

Select Lines To Display ?

Catalog

Item Search

Search for Lines

Line To

Purchasing Kit

From: Johnathan Oberhoff [<mailto:Johnathan.Oberhoff@cpa.texas.gov>]

Sent: Monday, September 25, 2017 12:01 PM

To: Almaraz, Pablo <Pablo.Almaraz@puc.texas.gov>

Subject: RE: Approve Supplier - Corrected Liberty Consulting Group

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Pablo,

Looking in Production it looks as though the supplier is in approved status. Approved by Jesus at 10/24/2017.

What are you having a problem doing?

Johnathan Oberhoff

CAPPS Production Analyst

Fiscal Management Division

Texas Comptroller of Public Accounts

Phone: (512)936-8461

Johnathan.Oberhoff@CPA.Texas.Gov

CAPPS Help Desk: (512)463-2277

CAPPS Help Desk: CAPPS.Help@cpa.texas.gov

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From: Almaraz, Pablo [<mailto:Pablo.Almaraz@puc.texas.gov>]
Sent: Monday, September 25, 2017 11:52 AM
To: Johnathan Oberhoff
Subject: FW: Approve Supplier - Corrected Liberty Consulting Group

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Johnathan, our AP is trying to setup a vendor in CAPPs, please see below. I cannot pull up the vendor using the information provided. I need to change the vendor in order for them to make payment. Please contact Avis and or Jesus for the details on what they are doing on their end if needed, thanks.

From: Morales, Jesus
Sent: Monday, September 25, 2017 10:38 AM
To: Almaraz, Pablo <Pablo.Almaraz@puc.texas.gov>; Shaw, Avis <Avis.Shaw@puc.texas.gov>
Cc: Beck, Mary <Mary.Beck@puc.texas.gov>
Subject: RE: Approve Supplier - Corrected Liberty Consulting Group

Pablo,

Please reach out to Johnathan for some assistance. Avis has made changes multiple time and we are spinning our wheels.

Jesus

From: Almaraz, Pablo
Sent: Monday, September 25, 2017 10:33 AM
To: Shaw, Avis <Avis.Shaw@puc.texas.gov>; Morales, Jesus <Jesus.Morales@puc.texas.gov>
Cc: Beck, Mary <Mary.Beck@puc.texas.gov>
Subject: RE: Approve Supplier - Corrected Liberty Consulting Group

Still unable to pull up. Please advise via email when its ready for me to change, thanks.

From: Shaw, Avis
Sent: Monday, September 25, 2017 9:14 AM

To: Morales, Jesus <Jesus.Morales@puc.texas.gov>

Cc: Beck, Mary <Mary.Beck@puc.texas.gov>; Almaraz, Pablo <Pablo.Almaraz@puc.texas.gov>

Subject: Approve Supplier - Corrected Liberty Consulting Group

Good Morning Jesus:

Can you please approve Supplier? This is the correct Liberty Consulting. I have gone in and deactivated the incorrect one and I am working on getting it deleted. Thanks! Avis

Summary	Identifying Information	Address	Contacts	Location	Custom	TINS Inform
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SetID 47300

Supplier ID 1232470302

Supplier Short Name LIBCO LIBCO-001
Supplier Name LIBERTY CONSULTING GROUP INC

Order LIBCO-001 **Remit To**
279 N ZINNS MILL RD STE H
LEBANON, PA 17042

Status Unapproved [Approval History](#) **Last Modified By**
Persistence Regular **Last modified date**
Classification Outside Party **Created By**
HCM Class **Created Date/time**
Open for Ordering No **Last Activity Date**
Withholding No

Save Return to Search Previous in List Next in List Notify Ad

[Summary](#) | [Identifying Information](#) | [Address](#) | [Contacts](#) | [Location](#) | [Custom](#) | [TINS Information](#) | [CMBL Infor](#)

Avis Shaw
Accountant
Fiscal Division
Public Utility Commission of Texas
Ph. (512) 936-7071
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