



**Public Utility Commission of Texas**  
**Business Unit # 47300**  
**Purchase Order # 19-0000158**

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US MAIL** PCC: **0** Date: **10/12/18** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **Via Email**

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

**Vendor:** WEST PAYMENT CENTER - WEST GROUP  
 PO BOX 6292  
 CAROL STREAM IL 601976292  
 United States

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

**Vendor ID:** 1411426973 2

**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:**

ELECTRONIC DATABASE SUBSCRIPTION: WESTLAW LEGAL RESEARCH  
 QUANTITY: 10 MONTHS TERMS: NOVEMBER 1 2018 THROUGH AUGUST 31 2019  
 VENDOR: THOMSON REUTERS WEST, PRICE: 4404.49  
 JUSTIFICATION: THIS LEGAL RESEARCH DATABASE IS USED BY AGENCY ATTORNEY PARALEGALS THE LIBRARIAN AND OTHER  
 AGENCY LEGAL STAFF FOR CASE AND STATUTORY INFORMATION TO SUPPORT WORK ON DOCKETS AND OTHER MATTER BEFORE  
 THE AGENCY

TGC § 2162.105. EXEMPTION FROM PURCHASING LAWS. A contract by the council or a decision regarding whether a state agency is required to  
 engage in competitive bidding is exempt from another state law regulating or limiting state purchasing or a purchasing decision. Added by Acts 1995,  
 74th Leg., ch. 41, § 1, eff. Sept. 1, 1995.

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	PUC Westlaw Database NOVEMBER 1 2018 THROUGH AUGUST 31 2019CCG CALIR: 2010-01	956/58	10.0000	EA	\$4,404.49000	\$44,044.90	10/12/2018
						<b>Schedule Total</b>	\$44,044.90
						ReqID: REQ0003509	
						<b>Item Total for Line # 1</b>	\$44,044.90
						<b>Total PO Amount</b>	\$44,044.90

**Authorized Signature**

*Pablo Almaraz, CTPM*

**10/12/2018**



**Public Utility Commission of Texas**  
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Page: 2 of 4

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*

**10/12/2018**



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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*

10/12/2018



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acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. 10.5 Pursuant to Texas Government Code, Title 10, Subtitle D, § 2155.004(b) the vendor/contractor certifies that the individual or business entity named in this solicitation is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. 10.6 INDEMNITY: The vendor/contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of vendor/contractor or any agent, employee, subcontractor, or supplier of vendor/contractor in the execution or performance of this PO/contract. 10.7 Vendor/contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support, that is owed to the State of Texas. 10.8 Vendor/contractor certifies that they are in compliance with Texas Government Code, Title 6, Subtitle 8, § 669.003 of the Government Code, relating to contracting with executive head of a State agency. If Section 669.003 applies, vendor will complete the following information in order for the bid/offer/proposal to be evaluated: Name of Former Executive: \_\_\_\_\_ Name of State Agency: \_\_\_\_\_ Date of Separation 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*

**10/12/2018**



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**Purchase Order Change Notice (# 1)**

Payment Terms: **NET30** Freight Terms: **FOB Shipping** Ship Via: **US MAIL** PCC: **0** Date: **10/12/18** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **11/27/18**  
**Via Email**

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

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 PO BOX 6292  
 CAROL STREAM IL 601976292  
 United States

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

**Vendor ID:** 1411426973 2

**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:**

ELECTRONIC DATABASE SUBSCRIPTION: WESTLAW LEGAL RESEARCH  
 QUANTITY: 10 MONTHS TERMS: NOVEMBER 1 2018 THROUGH AUGUST 31 2019  
 VENDOR: THOMSON REUTERS WEST, PRICE: 4404.49  
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POCN: 11/27/18 TO ADD LINE 2, BLANKET ADDITIONAL FUNDS ANCILLARY CHARGES WESTLAW RESEARCH PO 19-158

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	PUC Westlaw Database NOVEMBER 1 2018 THROUGH AUGUST 31 2019CCG CALIR: 2010-01	956/58	10.0000	EA	\$4,404.49000	\$44,044.90	10/12/2018
						<b>Schedule Total</b>	\$44,044.90
					<u>ReqID:</u> REQ0003509		
						<b>Item Total for Line # 1</b>	\$44,044.90

**Authorized Signature**

*Pablo Almaraz, CTM*

**11/27/2018**



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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
2- 1	BLANKET-- ADDITIONAL FUNDS ANCILLARY CHARGES WESTLAW RESEARCH PO-19	956/58	1.0000	EA	\$500.00000	\$500.00	11/27/2018
						<b>Schedule Total</b>	<input type="text" value="\$500.00"/>
						ReqID: REQ0003605	
						<b>Item Total for Line # 2</b>	<input type="text" value="\$500.00"/>
						<b>Total PO Amount</b>	<input type="text" value="\$44,544.90"/>

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, CTPM*  
**11/27/2018**



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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. 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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*

11/27/2018



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Purchase Order # 19-0000158

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

11/27/2018

STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT FOR PRODUCTS AND RELATED SERVICES  
THOMSON REUTERS D/B/A WEST PUBLISHING CORPORATION

1. Introduction

A. Parties

This Contract for Products and Related Services ("Contract") is entered into between the State of Texas ("State"), acting by and through the Department of Information Resources ("DIR") with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and Thomson Reuters d/b/a West Publishing Corporation ("Vendor"), with its principal place of business at 610 Opperman Drive, Eagan, Minnesota 55123. Through this Contract, Vendor will be a non-exclusive vendor of CALIR Services described herein.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily Request for Offer (RFO) DIR-TSO-TMP-261, on December 1, 2016, for Computer Assisted Legal and Investigative Research (CALIR). Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-261 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract, Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Software License Agreement and SOD (WPC 011117); Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-261, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-261, including all addenda, are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be four (4) years commencing on May 1, 2017. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to

two (2) optional one-year terms. Upon expiration of this Contract, or in the event this Contract is terminated for any reason before the end of the Contract period, Vendor will provide services under the Contract to the State for a period up to one hundred twenty (120) days (time period is at sole discretion of the State) or until such time as services of a new Contract are in effect and implemented.

**3. Product and Service Offerings**

Products and Services available under this Contract are limited to the legal research, investigative, and other services as specified in Appendix C, Pricing Index. Vendors may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on the posting described in Section 1.B above. Vendor may add license types, additional products and services which were not included in the Vendor's response to the solicitation described in Section 1.B above, as long as they are within the scope of the DIR-ISO-TMP-261 Request for Offer, and by express mutual agreement of DIR and Vendor.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8 Pricing, Purchase Orders, Invoices, and Payments; and Appendix C, Pricing Index.

**5. Notification**

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

**If sent to the State:**

Dana L. Collins, CTPM, CTCM  
Director, Enterprise Contract Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 512-9336, 2233  
Facsimile: (512) 475-4759  
Email: dana.collins@dir.texas.gov

**If sent to the Vendor:**

Keyla Duran, Contracts Counsel  
Office of the General Counsel  
Thomson Reuters (Usa West Publishing Corporation)  
610 Opperman Drive  
Eagan, Minnesota 55123  
Phone: (651) 244-2893  
Facsimile: (651) 687-5686  
Email: keyla.duran@thomsonreuters.com

6. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix D of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Vendor shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. Service Agreement

Services provided under this Contract shall be in accordance with the Contract, including any applicable Appendices. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

7. Conflicting or Additional Terms

In the event that conflicting or additional terms in the Statement of Work, appendices, or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not, without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts.

**8. Authorized Exceptions to Contract and any Appendices.**

**A. Contract Section 6.A., Software License Agreement, is hereby restated in its entirety:**

1) Customers acquiring software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement, West's general terms and conditions and other applicable license terms set forth in Appendix D of this Contract. No changes to the Software License Agreement terms and conditions, West's general terms and conditions and other applicable license terms may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix D; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, West's general terms and conditions and other applicable license terms, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Vendor shall make the Software License Agreement terms and conditions, West's general terms and

conditions and other applicable license terms available to all Customers at all times.

2) Compliance with the Software License Agreement, West's general terms and conditions and other applicable license terms is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement, West's general terms and conditions and other applicable license terms. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement, West's general terms and conditions and other applicable license terms and conditions.

**B. Appendix A, Section 3, Definitions, Subsection A** is hereby restated in its entirety:

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code; the Electric Reliability Council of Texas; the Lower Colorado River Authority; a private school, as defined by Section 5.001, Education Code; a private or independent institution of higher education, as defined by Section 61.003, Education Code; a volunteer fire department, as defined by Section 152.001, Tax Code; and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code; any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code, subject to West's approval.

**C. Appendix A, Section 5, Intellectual Property Matters**, is hereby restated in its entirety:

Vendor is providing its commercially available services under the Contract. Unless expressly agreed to in writing by DIR and Vendor, no development work is authorized or payable under this Contract.

**D. Appendix A, Subsection 9.B.2, Detailed Monthly Reporting**, is hereby restated in its entirety:

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR below showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports shall be submitted to the DIR Cooperative Contracts E-Mail Box at [ict.sales@dir.texas.gov](mailto:ict.sales@dir.texas.gov). Reports are due on the thirtieth (30th) calendar day after the close of the previous month period. If the 30th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include: the sales for the period, Customer name,

invoice date, invoice number, description, quantity, total amount billed for that period, unit price, extended price, Customer Purchase Order number, contact name and Customer's location, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, and other information as required by DIR. Each report must contain all information listed above or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR. Failure to do so may be considered a breach of contract. If DIR requires a change to the report, at DIR's discretion, the parties may mutually agree to a format.

**E. Appendix A, Subsection 10.A.2), Acts or Omissions,** is hereby restated in its entirety:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES to the extent arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. This section is not intended to and shall not be construed to require Vendor to indemnify or hold harmless the State of Texas, DIR or the Customers for any claims or liabilities resulting solely from the act or omissions of the Customers or their employees.

Neither DIR nor Customers waive their sovereign immunity. Neither DIR nor Customers can or will indemnify any entity.

**F. Appendix A, Subsection 10.A.3), Infringements, Subsection a),** is amended by adding the following:

Neither DIR nor Customers waive their sovereign immunity. Neither DIR nor Customers can or will indemnify any entity.

**G. Appendix A, Subsection 10.N., Required Insurance Coverage,** is hereby restated in its entirety:

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A- rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability  
Commercial General Liability must include \$1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of \$2,000,000; Medical Expense per person of \$5,000; Personal Injury and Advertising Liability of \$1,000,000; Products/Completed Operations Aggregate Limit of \$2,000,000; and Damage to Premises Rented: \$50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured; and
- d) Waiver of Subrogation

2) Workers' Compensation Insurance  
WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT.) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF \$1,000,000 BODILY INJURY PER ACCIDENT; \$1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND \$1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance  
Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence

for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:  
a) Waiver of Subrogation; and  
b) Additional Insured.

**H. Appendix A, Subsection 11.B.3), Termination for Convenience**, is hereby restated in its entirety:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days' written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days' written notice. This section does not apply to the purchase of print product(s) purchased under the Contract.

This Contract is executed to be effective as of May 1, 2017.

**VENDOR LEGAL ENTITY NAME**

Authorized By: signature on file/

Name: Alex Medrano

Title: Manager, Government Contracts

Date: 5/1/2017 1:12:42 PM CDT

The State of Texas, acting by and through the Department of Information Resources

Authorized By: signature on file/

Name: Stacey Napier

Title: Executive Director, Texas DIR

Date: 5/1/2017 1:14:38 AM CDT

Office of General Counsel: signature on file/