

Council on Competitive Government



Computer Assisted Legal & Investigative Research Services (CALIR) Request for Offer

RFO# CCG-CALIR-2010-001

NIGP Class Items

Class	Item	Description
956	ALL	Library Services (Incl. Research and Subscription Services)
990	52	Investigative Services
208	57	Law Enforcement Software

Posting Date: April 1, 2010

**Proposal Due Date and Time (Central Time in Austin, Texas):
May 28, 2010, 4:00 p.m.**

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1.0 General Solicitation Information

1.1 Overview

The Texas Comptroller of Public Accounts (“Comptroller”) on behalf of the State Council on Competitive Government (“CCG”), issues this Request for Offer (“RFO”). The purpose of this RFO is to solicit proposals from Vendors capable of providing Computer Assisted Legal and Investigative Research Services (CALIR). The primary categories of online database access services in scope for the proposed solicitation include:

- Online Legal Research Service
 - Primary and Secondary Legal Reference Materials
 - Law Reviews and Journals
 - Complementary Services
- Public Records Research Services
 - General Public Records Materials
 - Restricted Access Public Records Materials (for Law Enforcement)

A Master Contract will be established through this solicitation that will provide state and local partners with a vehicle to obtain CALIR services. CCG expects to consolidate and leverage the State’s purchasing power and create a contractual vehicle that satisfies statewide requirements and expedites the acquisition of CALIR services for state and local partner use.

1.2 Point of Contact

All communications regarding this RFO must be addressed in writing to:

Dee Dorsey, CTPM
Texas Procurement and Support Services
Texas Comptroller of Public Accounts
E-Mail: dee.dorsey@cpa.state.tx.us

Upon issuance of this RFO, employees and representatives of the State of Texas other than the Point of Contact identified will not discuss the contents of this RFO with any Vendor or their representatives. Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

1.3 Definitions & Acronyms

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Webster’s II New College Dictionary.

TERM	DEFINITION
BAFO	Best and Final Offer
CALIR	Computer Assisted Legal and Investigative Research
CCG	The Council on Competitive Government, the state agency issuing this solicitation.
Contract	Any contract(s) resulting from this solicitation. <i>Note: There is no guarantee that any contract will result from this solicitation.</i>

Contractor	The Vendor(s) awarded a Contract as a result of the RFP.
CPA	The Comptroller of Public Accounts
Customer	Those state and local entities that are required and permitted by law to purchase goods and services under contracts established by the CCG.
ESBD	The Electronic State Business Daily, which is available online at http://esbd.cpa.state.tx.us/ .
Gov't Code	The Texas Government Code.
HUB	Historically Underutilized Businesses
IFB	Invitation For Bids
Party / Parties	Either the CCG and Vendor separately or collectively.
PIA	The Texas Public Information Act
Proposal	The response submitted by a vendor to the CPA as a result of this solicitation.
Vendor	Any person or vendor who submits a Proposal in response to this solicitation.
RFP	Request for Proposals, which is the type of solicitation embodied in this document.
TAC	The Texas Administrative Code, which is the publication for administrative rules.
TCI	The Texas Correctional Industries
TPASS	The Texas Procurement and Support Services Division of the Comptroller of Public Accounts
U.S.C.	United States Code

1.4 Submittal Address and External Packaging of Offer

The external packaging of the Offer must reference "RFO CCG-CALIR-2010-001" and must include the name and address of the Vendor submitting the Offer and the due date of May 28, 2010 and the time of 4:00 p.m.

The Proposal may be sent to the TPASS Bid Services at the following addresses:

By U.S. Mail:

Attn: TPASS Bid Services
Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711-3186

By Overnight/Express Mail to (7:45 am - 4:45 pm):

Attn: TPASS Bid Services
Room 174-A (CPA Mailroom, N.E. Back Dock)
1711 San Jacinto Blvd.
Austin, TX 78701

1.5 Deadline for Offers

Vendors are invited to submit Offers in accordance with the requirements outlined in this RFO. No late Offers will be reviewed. Offers must be hand-delivered or mailed to the submittal address listed in Section 1.3 of this

RFO by no later than 4:00 p.m. (Central Time) on May 28, 2010. No facsimile or e-mail Offers will be accepted.

The clock in the Texas Procurement and Support Services (TPASS) Offices is the official timepiece for determining compliance with the deadline. All Offers will be date and time stamped when received at the TPASS offices.

1.6 Anticipated Schedule

Task	Date
ESBD Posting Date	April 1, 2010
Pre-Offer Vendor Conference	April 15, 2010
Deadline to submit questions	April 22, 2010
Official Response to Questions Posted to ESBD	April 30, 2010
Bid Responses Due	May 28, 2010 (by 4:00 p.m. Central Time)
Present Recommended Bid Award to CCG Council	August 2010
Expected Award	August 2010

1.7 Pre-Offer Vendor Conference

An optional Vendor Conference will be held April 15, 2010 at 1:30 p.m. (Central Time) in Austin, Texas at the LBJ Building, 111 E 17th Street, Room 114. Attendance at the Conference is recommended, but is not required.

Vendors shall have the opportunity to ask questions at the Conference and CCG will make a reasonable attempt to answer questions. Oral answers will not be binding on CCG. Vendors must follow instructions provided in Section 1.7 of this RFO to receive formal, binding answers to their questions.

Parking is limited in this area. It is recommended that attendees park at:

- the meters on the streets surrounding the building;
- the Texas State History Museum underground garage (link for the museum parking garage) <http://www.thestoryoftexas.com/special/pdf/tshmbusmap.pdf>; or
- the Capitol Visitor Parking Garage at the corner of San Jacinto Street and 13th

1.8 Submitting Questions about the RFO

The Vendor will have until April 22, 2010 as identified in Section 1.5, to submit in writing all questions regarding this RFO. Questions may only be sent to the Point of Contact. All questions shall, to the highest degree possible, cite the specific RFO section to which the question refers. The CCG will answer the questions in a Question and Answer Document posted on the ESBD.

Only answers provided in writing by the CCG shall be considered official. Information in any form other than the materials constituting this RFO, the Question and Answer Document, and any RFO addendum shall not be binding on the CCG.

All questions submitted to the CCG must include the identity of the sender, the sender's title, company name, mailing address, telephone number, and facsimile number or e-mail address, as applicable. The Question and Answer Document posted on the ESBD website will not identify the company that submitted the question.

NOTE: Minor questions for which the answer will not affect the interpretation of the RFO or change the contents of a Proposal (for example, a question regarding delivery of the sealed Proposal) may be answered orally or by e-mail by CCG.

1.9 Addenda to the RFO

Should an addition or correction to this RFO become necessary, an addendum relating the necessary information will be posted on the ESBD. The Vendor is responsible for periodically checking the ESBD for addenda or additional information relating to this RFO. The Vendor is required to acknowledge each addendum by returning a signed copy of the addendum with its Proposal.

1.10 Accuracy of the Proposal

The Vendor's Proposal shall be true and correct and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing at any time prior to the submittal deadline.

1.11 Testing and Inspection

The CCG and Customers may test services provided under the Contract to ensure compliance with the specifications of this RFO and the Contract. Authorized CCG personnel shall have access to the Vendor's place of business for the purpose of inspecting the services provided under the Contract. To the extent practical, the CCG inspections will not disrupt the Vendor's daily operations. All costs of testing shall be borne by the Vendor. In the event services tested fail to meet or exceed all conditions and requirements of the RFO and Contract, the services may be rejected in whole or in part, at the State's option, and returned to the Vendor or held for disposition at the Vendor's expense.

1.12 Cost of Submitting the Proposal

The CCG will not reimburse the Vendor for any cost related to its Proposal. The Vendor is responsible for any expense related to the preparation and submission of its Proposal.

1.13 Public Information Act Disclosures

The CCG is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Government Code. The Proposal and other information submitted to the CCG by the Vendor are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Vendor to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Vendor must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA, and comply with the submission requirements set out below.

Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and may make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Vendor to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

The Vendor, by submitting a Proposal, shall thereby be irrevocably deemed to have fully indemnified and agreed to defend the CCG from any claim of infringement in the intellectual rights of Vendor or any third party for any materials appearing in the Proposal.

1.14 Irrevocability of the Proposal

The Proposal is irrevocable for one hundred twenty (120) calendar days following the Proposal Opening Date and Time identified in Section 1.4. This period may be extended at the CCG's request with the Vendor's written agreement.

1.15 Construction of this RFO and the Contract

1.15.1 RFO Global Drafting Conventions

The terms "include," "includes," and "including" are terms of inclusion and, where used in this Contract, are deemed to be followed by the words "without limitation."

Unless explicitly stated otherwise, any references to "Sections," "Articles," "Exhibits," or "Attachments" are deemed to be references to the Sections, Articles, Exhibits, and Attachments to this RFO and the Contract.

1.15.2 RFO Headings

The Article and Section headings in this RFO and the Contract are for reference and convenience only and may not be considered in the interpretation of this RFO or the Contract.

1.16 Contract and Contract Term

The anticipated term of the contract or contracts established through this RFO will be from notification of award through August 31, 2012. Upon expiration of the initial contract term, the contract may be renewed for up to three (3) additional one-year terms in any combination of years or months at the discretion of CCG.

2.0 Solicitation Summary

2.1 Council on Competitive Government (CCG) Organization

The Council on Competitive Government (CCG) was established for the purpose of encouraging competition, innovation, and creativity in providing state services in order to improve the quality and cost-effectiveness of those services. As a state entity, CCG resides within the Texas State Comptroller of Public Accounts organization. CCG is governed by a council composed of representatives from the following leadership offices: the Governor's Office, the Lt. Governor's Office, the Office of the Speaker of the House, the Comptroller of Public Accounts, the General Land Office, the Texas Facilities Commission and the Texas Workforce Commission. The Chair of the Council of CCG is from the Office of the Governor.

CCG has a broad mandate to pursue innovative contracts on behalf of the State of Texas, and a contract by CCG is specifically exempted in statute from any other state law regulating or limiting state purchasing or a purchase decision, outside of the process described in Chapter 2162 of the Texas Government Code.

Computer Assisted Legal and Investigative Research (CALIR) was designated an identified state service by CCG in its April 3, 2009 open meeting. CCG staff developed a recommendation that opportunities existed for the State to achieve cost savings and improve efficiencies by establishing a program for acquisition of these services through a competitive procurement. In the March 25, 2010 open meeting, the Council determined that this service would be better provided by selecting a service provider through competition and directed staff to develop an RFO for this purpose.

This RFO is issued on behalf of all state agencies, and will establish the specifications and general terms and conditions of a Computer Assisted Legal and Investigative Research Services Master Contract. The Master Contract will allow state and local entities to purchase from one or more approved, contracted Vendors who have previously agreed to established terms and conditions. This process eliminates the need for individual

agencies to independently procure CALIR Services and promotes the opportunity for the state to acquire resources at the best value.

Once the Master Contract is in place, a state agency may not make an acquisition for an item of identical or similar specifications unless specifically exempted by the CCG in writing. A state agency may not adjust specifications for the purpose of avoiding this requirement. The CCG may instruct agencies to delay purchases of services whose specifications may be satisfied through the Master Contract already developed or established until an exemption request is developed and reviewed. CCG may also direct agencies to delay or redevelop specifications of individual purposes to determine if the service would be better addressed through the Master Contract.

To the extent that a state agency has a contract relationship to deliver services that falls under the Master Contract specifications (an “Existing Contract”), the State of Texas and such state agency shall not renew the Existing Contract and to the extent that such Existing Contract has an automatic renewal provision, such state agency shall take all reasonable actions to prevent an automatic renewal, unless the agency has applied and received a waiver from the CCG.

A Texas state agency, unit of local government, or institution of higher education utilizing this contract is considered to be in compliance with state competitive bidding requirements, under Texas Government Code §2162.102(d).

2.2 Authority to Contract

Pursuant to the authority and responsibility provided in Texas Government Code §2162.102 - 2162.104, the Texas Council on Competitive Government (CCG) is authorized to procure statewide contracts using the sealed proposal method.

Pursuant to Texas Government Code §2162.102(d), statewide contracts procured by the CCG may additionally be offered for use by local governments and it will have met competitive bidding requirements for those entities. Local government is defined by Local Government Code §271.081 to include a county, municipality, special district, school district, junior college district, a local workforce development board created under Texas Government Code §2308.253, or other legally constituted political subdivision of the state.

2.3 Current Environment

2.3.1 State Volume

The following is an overview of the range of users at various levels of state government:

- State
 - State agencies - 2,500 and 3,000 legal professionals
 - State appellate courts - 500 to 600 legal professionals
- Local
 - Lower state courts - 3,500 judges and an estimated 3,500 legal professionals
 - County and District Attorneys – 3,500
 - City Attorneys – 400 attorneys

2.3.2 State Spend

State expenditures for CALIR services are estimated to be between \$3 million and \$7 million.

2.4 Solicitation Scope

The Council on Competitive Government (CCG) seeks to establish an innovative statewide, multi-year contract to provide a variety of online legal and investigative research services and materials online that are adaptable to the needs of state agencies, state judicial entities and local government and judicial entities. Services in scope for this RFO include the following:

- Primary Legal Reference Materials
- Secondary Legal Reference Materials
- Law Reviews and Journals
- General Public Records Materials
- Restricted Access Public Records Materials (for Law Enforcement)
- News Related Materials

This service will be contracted for by CCG with the Texas Procurement and Support Services Division of the Comptroller of Public Accounts acting as the Contract Administrator.

This RFO may result in a contract award to a single Vendor, to multiple Vendors or a split award amongst multiple Vendors. Determination of award will be based solely on the solution that provides best value to the State of Texas.

This RFO is designed to provide interested Vendors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Vendors are expected to provide detailed responses to all specifications to evidence service capability under a final agreement.

2.5 Desired Outcome

The State's desired outcome from this contract is to accomplish the following key goals:

1. Establish a valuable, cost effective base package of legal services for legal professionals based on the primary role (civil or criminal) performed by the legal professional.
2. Establish a valuable, cost effective base package of overlapping legal services designed to meet the needs of a broad array of legal professionals and support staff regardless of the role performed.
3. Establish a valuable, cost effective base package of investigative services for investigative professionals based on the primary role (general or law enforcement) performed by the investigative professional.
4. Establish an extended set of additional services available to agencies and local partners that are above and beyond the base packages described above that retain flexibility and allow agencies and local partners to tailor solutions appropriate to their scope of work.
5. Establish pricing and provisioning processes for the above that are consistent with state volume and make the process of obtaining services straightforward and easy to understand.

Accomplishing these goals, CCG expects to consolidate and leverage the State’s purchasing power and create a contractual vehicle that satisfies statewide requirements and expedites the acquisition of these services for state use.

2.6 Roles-Based Contracting Approach

This section and Figure 1-1 below illustrate the roles-based contracting approach that fulfills the goals stated above in Section 2.5 of this RFO. The approach focuses on key roles performed by legal and investigative professionals in government and seeks to maximize price efficiencies gained through a licensing model that reflects these varying roles.

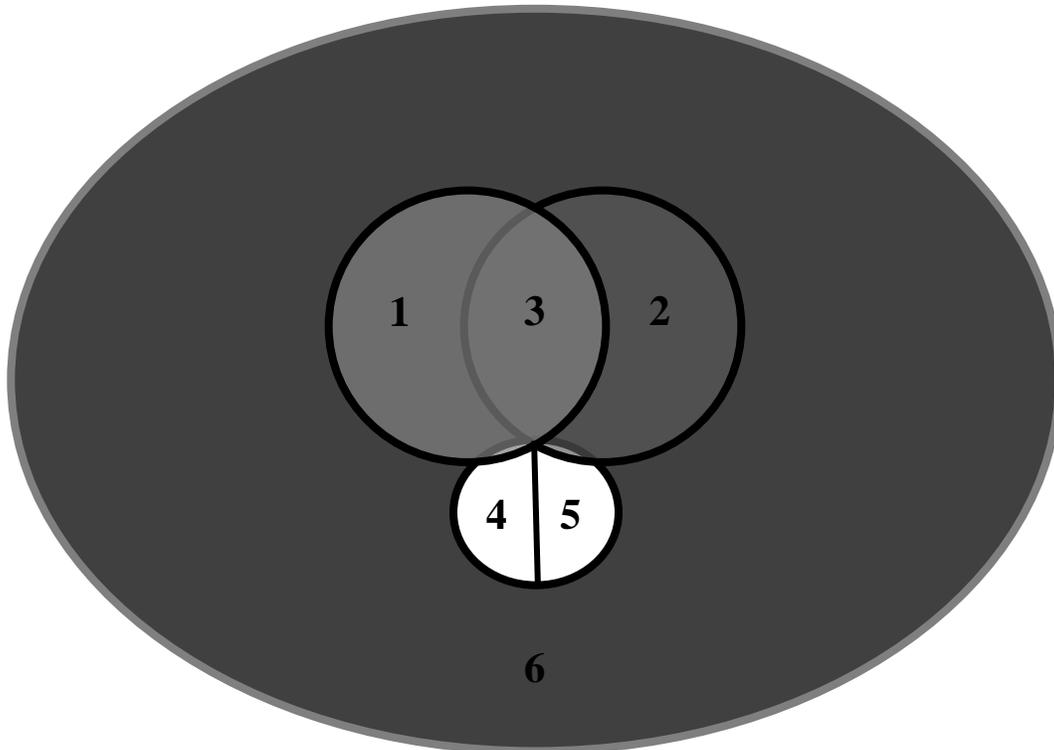


Figure 1-1: Roles-Based Contracting Approach for CALIR

The roles-based contracting approach is the preferred contracting approach of the State. Within the structure of the roles-based contracting approach described, Vendor responses must provide a detailed listing of all proposed packages of services, for the specific roles for which they are able to provide services. Vendors are not expected nor required to provide services in all roles identified in order to submit an offer.

Vendors are provided flexibility in their efforts to design a comprehensive solution that meets or exceeds the required needs of the State. Vendors are encouraged to reference past historical data they may have on State usage of their services to create a solution and associated cost structure that provides the maximum benefit at the greatest value to the State.

If Vendors believe there are alternative contract approaches that provide benefit to the State, they may provide alternative solutions and associated cost proposals as part of their offer. However, Vendors should note that in

order to submit an alternative proposal they must first provide a response and cost proposal for this roles-based contracting approach.

2.6.1 Legal Roles

Based on input from stakeholders, it was determined that the majority of legal professionals in state government fall into the following primary roles:

- Civil legal professionals (represented by circle #1 in Figure 1-1)
- Criminal legal professionals (represented by circle #2 in Figure 1-1)

The roles-based contracting approach seeks to address the specific needs of these legal professionals through the establishment of a package of services for each role that is both cost effective and useful to the legal professional. Note that although the vast majority of legal professionals are attorneys, this group also includes judges, librarians, researchers, paralegals, law clerks and other legal support personnel. The following subsections outline these specific legal roles.

2.6.1.1 Civil Legal Professional (represented by circle #1 in Figure 1-1)

The Civil Legal Professional role is composed of those legal professionals that primarily practice civil law. Professionals in this role would be most interested in a package of services that provide them access to primary and secondary legal reference materials specifically focused on civil law.

2.6.1.2 Criminal Legal Professional (represented by circle #2 in Figure 1-1)

The Criminal Legal Professional role is composed of those legal professionals that primarily practice criminal law. Professionals in this role would be most interested in a package of services that provide them access to primary and secondary legal reference materials specifically focused on criminal law.

2.6.2 Overlapping Services (represented by #3 in Figure 1-1)

While there are some legal services that are specialized, and therefore exclusively of use to the civil or criminal legal professionals there is also a set of non-specialized overlapping services that are more universally applicable to both civil and criminal legal professionals that are likely to be useful to a broad array of legal professionals and legal support staff, such as paralegals, in support of civil and criminal legal professionals.

The roles-based contracting approach seeks to establish specific packages of services that are known to fall in this overlap between civil and criminal legal services that are both cost effective and useful to legal professional and legal support staff regardless of the role performed. The State is also interested in a single package of overlapping services that encompass the entirety of these more specific packages. The following subsections outline packages of services that are most commonly considered to be included in overlapping services:

2.6.2.1 Texas Core Legal Reference Materials

Primary and secondary legal reference materials produced by and within the State of Texas that are broadly useful and applicable to the majority of legal professionals.

2.6.2.2 United States Core Legal Reference Materials

Primary and secondary legal reference materials produced by and within all branches of the United States Federal government that are broadly useful and applicable to the majority of legal professionals.

2.6.2.3 States Core Legal Reference Materials

Primary and secondary legal reference materials produced by and within the states and territories of the United States that are broadly useful and applicable to the majority of legal professionals.

2.6.2.4 Law Reviews and Journals

Authoritative and professional law reviews and bar journals published within the United States that are broadly useful and applicable to the majority of legal professionals.

2.6.3 Investigative Roles

Based on input from stakeholders, it was determined that the majority of investigative professionals in state government fall into the following roles:

- General Investigative Professional (represented by #4 in Figure 1-1)
- Law Enforcement Professional (represented by #5 in the Figure 1-1)

The roles-based contracting approach seeks to address the specific needs of these investigative professionals through the establishment of a package of services for each role that is both useful to the investigative professional and cost effective. The investigative professional is a specialized role that utilizes a unique set of specialized investigative services providing access to public records information to locate individuals, businesses and assets. The following subsections outline these specific investigative roles:

2.6.3.1 General Investigative Professional (represented by #4 in Figure 1-1)

General Investigative Professionals are personnel who are tasked with performing investigations of individuals, businesses and assets. This role possesses no special credentials and is limited in their access to those records considered to be of a public nature.

2.6.3.2 Law Enforcement Professional (represented by #5 in Figure 1-1)

Law Enforcement Professionals are professionals that are officially licensed peace officers of the State that, along with other duties they may perform, are tasked with performing investigations of individuals, businesses and assets. Because these individuals are licensed peace officers, they are provided access to certain sensitive and confidential public records that the General Investigative Professional is not provided access to.

2.6.4 Extended Services (represented by #6 in Figure 1-1)

There are a large set of legal and investigative services that extend beyond those identified above that are made available to customers by Vendors. The roles-based contracting approach does not directly attempt to specifically delineate these services as their need will vary from customer to customer dependent on the breadth and scope of the work performed by the legal or investigative professional.

The expectation for including these services in a vendor response is to propose packages of services that may be appropriate for policy specific areas (i.e., environmental law, administrative law, tax law, medical law, etc.) or role specific areas (i.e., law librarians, justices, etc.) as appropriate. Individual services not appropriate for a package approach can be included in a catalog pricing format to provide customers flexibility in meeting their individual user's needs under this contract.

3.0 Specifications

3.1 Services

The following provides an overview of the primary categories of online database access services in scope for this solicitation.

3.1.1 Online Legal Research Services

3.1.1.1 Legal Reference Materials

Online comprehensive primary and secondary legal reference materials including databases, software and search tools that must be able to perform comprehensive searches of primary and secondary legal reference materials produced by and within all states and the federal government. Legal reference materials include, but are not limited to, access, search, print and email capability for the following:

- Administrative regulations and decisions
- Cases
- Codes
- Rules (Court and Government)
- Statutes
- Legislative material
- Interpretive aids
- Editorial commentary
- Treatises and Analytics
- Practice aids
- Encyclopedias and Digests
- Citator Services
- Restatements of law
- Jury charges and instruction
- Sentencing Guidelines
- Attorney General Opinions
- Ethics Opinions
- Briefs
- Forms and Pleadings
- Practice and Procedure Guides

3.1.1.2 Law Reviews and Journals

Online databases, software and search tools that must be able to perform comprehensive searches of authoritative and professional law reviews and journals published within the United States.

3.1.1.3 Complementary Services

Online databases, software and search tools that must be able to perform comprehensive searches of primary and secondary legal reference materials databases outside the scope of those outlined above in Sections 3.1.1.1 and 3.1.1.2 of this RFO.

3.1.2 Public Records Research Services

3.1.2.1 General Public Records Materials

Online comprehensive public records information databases, software and search tools that must be able to perform comprehensive searches of public records information made available from all states. Public records information databases must include access and search capability to locate individuals, businesses and assets. Public records information could include, but is not limited to, the following categories:

- Address listings
- Bankruptcy
- Business ownership and licensing/registration
- Death records
- Drivers licenses
- Federal and state civil/criminal docket
- Fictitious names
- Jury verdicts/settlements/judgments
- Motor vehicle registration
- Person locators
- Real estate assets
- Professional licenses
- Tax records (assessments/liens)

- Telephone number listings

3.1.2.2 Restricted Access Public Records Materials (for Law Enforcement)

Online comprehensive public records information databases, software and search tools that must be able to perform comprehensive searches of public records information made available from all states that is limited in access to those with proper law enforcement credentials. Public records information databases must include access and search capability to locate individuals, businesses and assets.

3.1.3 News Services and News Databases

Online comprehensive news services and news databases, software and search tools that must be able to perform comprehensive searches of news services and news databases and coverage of news events.

3.2 Functionality

3.2.1 Search Functionality

The Vendor's service should include the ability to search the database using natural language and/or Boolean search logic. Additionally the Vendor's service should provide the ability to search multiple databases at the same time. Any Vendor unable to meet either of these requirements must clearly state what search functionality is available to users.

3.2.2 Download Functionality

The Vendor's service must include the ability to download materials to users systems, and allow for the printing, copying to computer-related media and emailing of downloaded documents. Vendor must describe the formats available to users for downloading of documents (i.e., Rich Text Format (.rtf), Word Document (.doc), WordPerfect (.wps), Adobe Acrobat (.pdf), etc.)

3.2.3 Research Session Data

Vendor must describe what kinds of data, if any, will reside on the desktop, both during and after an application session.

3.2.4 Software Compatibility

Vendor must describe the minimum desktop/laptop configuration required and any required software necessary to access services. Configuration descriptions should provide the minimum versions of browsers, operating systems and any other software required to access services. Vendor must also describe any known limitations, non-default settings, features and plug-ins required.

3.2.5 Anti-Virus/Firewall Compatibility

Vendor must describe any known compatibility issues with anti-virus and anti-spam software or firewall hardware or software. Vendor should describe what assistance is available to the State in addressing these known compatibility issues.

3.3 Documentation and Training

3.3.1 Documentation

Vendor shall provide user manuals and related materials ("Documentation") sufficient to allow for full utilization of the products/databases in accordance with the product specifications upon request at no charge. Documentation means the user's manuals/training material/technical manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software, products and

databases which will provide users sufficient information to use, understand, operate, diagnose, install and maintain the licensed software/products/databases properly, safely and efficiently. Documentation will include, but is not limited to, overview descriptions of all major functions and detailed step-by-step operating procedures for each screen and activity.

Vendor shall revise such Documentation as necessary to reflect any modifications made by Vendor to the product/databases. Customer may copy and incorporate the Documentation in works prepared for the customer's business endeavors so long as the customer includes all copyright, trademark, and other notices of Vendor in the same form as they appear on or in the Documentation. Vendor warrants and represents that the Documentation and all modifications or amendments thereto and any other Documentation that Vendor is required to provide pursuant to this RFO shall be sufficient in detail and content to allow a user to understand and successfully use the product/databases without reference to any other materials or information. If any user manual or portion thereof is the proprietary material or intellectual property of another party, Vendor shall convey to the customer the right (to the extent possible under law) to make copies and to use the material as the customer deems necessary for the training of employees.

3.3.2 Vendor Training Proposal

Vendor shall propose an approach to train licensed users through various methods, including but not limited to, Train-the-Trainer, On-Site, and Virtual e-Learning. The proposal should include the title and a brief course description, including the frequency of any course offered, the length of the training session and whether the classes will qualify for continuing legal education requirements. Vendor shall identify the maximum and minimum number of students per course for the best results. All training shall be conducted at no additional charge to the Customer or User.

3.3.3 Minimum Training Requirement

After the issuance of a purchase order, the Awarded Vendor shall be responsible for providing training to customers for the contracted services. The training shall be available to customers on a continual basis through the term of this contract. Awarded Vendor shall provide courses to train designated agents, who will then train trainers, to give customers an ongoing in-house training capability.

Vendor shall offer a range of courses from introductory to advanced levels for all licensed users. The training must be provided at a site selected by customer. The courses shall be designed for a "hands-on" training method using the actual system and user manual. Vendor shall allow all licensed users to attend any training session(s) held pursuant to this section.

3.4 Support

3.4.1 Online Availability

Vendor will provide online availability to all products and services twenty-four (24) hours a day, seven (7) days a week, including holidays.

3.4.2 Customer Support

Vendor will provide online and telephone customer support services twenty-four (24) hours a day, seven (7) days a week, including holidays, from qualified support personnel. The service must include problem resolution and research assistance.

Vendor must describe how they will handle a surge in call volumes due to unforeseen service interruptions or service requests.

3.4.3 Technical Support

Vendor will provide online and telephone technical support services twenty-four (24) hours a day, seven (7) days a week, including holidays, from qualified support personnel.

Vendor must describe its methodology for responding to system errors or outages once identified (either internally or reported by users). Vendor response and methodology must address the following:

- Communication of system error or outage to effected customers and/or users upon identification
- Response timeframes for addressing system errors or outage based on criticality of the system error or outage
- Notification of any scheduled downtime to effected customers and/or users

The Contract Administrator or effected customer agrees to furnish reasonable assistance to Vendor in identifying system errors or outages. If necessary, Vendor may be required to visit the customer site, at their expense, to determine the appropriate actions and resolve the problem.

3.4.4 Account Administration

Vendor shall provide entities an online process for the establishment of new accounts, creation, assignment and termination of user accounts, and management of user passwords. The service must provide the means of identifying users by customer, and account management services must be secured and limited to access only by the customers identified account administrator.

3.4.5 Customer Billing

Vendor shall provide a detailed billing on a monthly basis to each contracting customer in a method and form to be agreed upon between the Vendor and contracting customer. The customer billing will be required to provide information on a per user basis regarding services utilized and costs of services.

The Vendor response should provide an example of a customer billing providing the level of detail described.

3.4.6 Reporting

Vendor shall provide access to periodic utilization reports for each contracting customer, preferably through an online process.

The Vendor shall also provide quarterly and annual reports to CCG for services performed under the Contract, for all customers under the contract, containing the following information:

- Customer name
- Customer Account Administrator
- Service(s) Purchased
- Quantity of Service(s) Purchased (per service)
- Total cost of service(s) purchased (per service)
- Total billings for customer
- Customer savings for period
- Customer savings since contract initiation

The Vendor response should provide detail describing how Vendor will meet this requirement.

3.4.7 Accessing Non-Contracted Databases

The Vendor shall provide the State with the option to present windows or screens or some other method to prohibit access to and/or advise the user when databases are accessed that are not included in the contracted services for that user. Any database that does not initiate a warning screen will be deemed to be a database included in the contracted services for that user.

It is the State's preference that the typical transactional pricing NOT be utilized for access to services not currently under contract for a given user. It is the State's expectation that users wishing to access services outside the scope of those currently contracted for, will either be required to add the needed services to their contracted service base or be offered an alternative Vendor based solution for accessing the services that does not charge for the services in the typical transactional manner.

For example a Vendor might provide the ability for users to link to and view documents in service areas outside their subscription base and only charge the user when they save, print, email or otherwise determine the usefulness of the document to their overall research efforts. Alternatively, the Vendor might provide the ability for a user to access a document through a free look or trial subscription that would expire in a defined time frame unless the user adds the service to their subscription base.

Vendor responses must clearly explain what alternative methods are available to the user for gaining access to a service not currently under contract. The State is keenly interested in receiving responses from Vendors that provide unique solutions that address this requirement.

3.4.8 Software additions, updates and enhancements

Vendor must offer to provide entities with all software upgrades, updates, changes, modifications, or enhancements at no additional cost during the term of the Contract and any renewal periods. This requirement is limited to each product or service included in a contract. An upgrade shall include any improvement or change in the software/product that improves or alters its basic function. The customer is not obligated to implement other upgrades, updates, changes, modifications, or enhancements if said revisions interfere with the customer's level of intended usage or operating environment; however, Vendor and the customer shall work together with mutual best efforts in order to implement and install all revisions so that they function properly at the level of the customer's intended usage and within the customer's operating environment.

3.4.9 New Features

Vendor must agree to notify the CCG, of any new features and the cost, if any, of new features added to its service during the term of the Contract and any renewal periods. If such new features are billable and a customer seeks to purchase them, the vendor will make them available to the customer on terms and at prices provided.

3.4.10 Trial Use Periods

Vendor must describe any trial periods they offer for use of services not under contract for reviewing additional databases and/or services made available on contract with the Vendor in an effort to determine their need or usefulness to the agency.

3.4.11 Customizable Programs

Vendor must describe their ability to create customized programs for public entities such as libraries and correctional facilities and the ability for enhanced/customized firewalls.

3.4.12 Automated Notification of New Case Law

Vendor must describe what, if any, automated notification services for new case law are available.

3.4.13 Contract Transition

An Awarded Vendor currently providing similar services to State entities under a separate contract must allow for customers to transition to the new contract either: 1) Upon the request of the State entities, or 2) Upon the completion of the existing contract term. Awarded Vendor will be provided thirty (30) days to supply the following documentation to the customer to assist them in their transition:

- A detailed list of all current users and services subscribed to under the existing contract with associated costs;
- An explanation of how existing services map to the new contract structure;
- Costs for existing services under the new contract; and,
- A transition plan for moving the customer over to the new contract.

The transition plan and associated transition timeframes will be mutually agreed to between the Vendor and the state entity.

4.0 Offer Requirements

4.1 Mandatory Offer Contents

The Offer shall include all information required in this RFO and shall be in the format described herein. The Vendor is solely responsible for thoroughly understanding the RFO and its attachments, exhibits, and forms. Any questions concerning this RFO should be directed to the Point of Contact, identified in Section 1.2, by the deadline for submitting questions. The Vendor is cautioned to pay particular attention to the clarity and completeness of its Proposal. The Vendor is solely responsible for its Proposal and all documentation submitted.

The Vendor shall be as precise, accurate, and succinct as possible. The Vendor shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by the evaluation team.

4.1.1 Title Page

The title page must include:

- “Computer Assisted Legal Research Services”;
- RFO# CCG-CALIR-2010-001;
- Federal Identification Number (FEI) or Vendor Identification Number (VID)
- Name and address of the Vendor

4.1.2. Table of Contents

Each Offer shall be submitted with a table of contents that clearly identifies and denotes the location of each section and sub-section of the Offer and provides relevant page number references. Additionally, the Table of Contents should clearly identify and denote the location of all enclosures and attachments to the offer. Glossy marketing materials are not wanted.

4.1.3 Transmittal Letter

The letter of transmittal must be limited to two (2) pages, and must contain:

- Vendor's name and any assumed names
- Physical and mailing address
- Legal structure (i.e. corporation, partnership, limited liability corporation, limited liability partnership, joint venture, sole proprietorship, etc.)
- Federal Identification Number (FEI) or Vendor Identification Number (VID)
- State in which business entity was formed
- Whether, and to what extent, Vendor has established a physical presence in the State of Texas including relevant timeframes
- A brief statement of the Vendor understanding of the work to be done and a summary of its Offer.
- The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Vendor.
- A statement that the person signing the transmittal letter is authorized to legally bind the Vendor.
- Signature of person(s) authorized to legally bind the Vendor.
- A statement that the Vendor's Proposal will remain in effect for 120 days after the Proposal Opening Date

4.1.4 Executive Summary

The executive summary must be limited to no more than five (5) pages and must provide a concise summarization of the services and products offered to meet the requirements of this solicitation, the Vendor's approach to providing the services, and documentation as to why the Vendor is best qualified to perform the requirements of the RFO.

4.1.5 Company and Previous Project Experience

The Vendor is expected to provide information to indicate that it has the experience to provide the products and services requested in the RFO. Specifically, the Vendor is to provide:

- An overview and brief history of the firm, and a description of what uniquely qualifies the firm for this project.
- A description of services the organization has provided in the past 3 years that demonstrates the organization's capability to carry out the proposed services. Include the nature of the services provided, scope of activities, and the organization for which the service was provided.

4.1.6 References

Vendors must provide a minimum of three (3) client references for significant projects in past 3 years that demonstrate the Vendor's ability to provide statewide legal and/or investigative services. References must include the following information:

- Customer name
- Contact name, title, business address, email address and phone number
- Service start/end dates
- Scope of work performed
- Contract amount
- Outcome of project (i.e., on time, on budget and met customer needs)

The Evaluation Committee may contact references provided by the Vendor during the selection process. The Evaluation Committee will not work through a Vendor's Reference Manager to complete a reference contact.

4.1.7 Key Personnel

Vendors must provide information about key professional staff and staff they propose to use to fulfill all work performed under a contract awarded pursuant to this RFO, using the resume format provided Exhibit B of this RFO.

- Vendor must commit to utilizing key personnel identified for all work performed under any contract awarded pursuant to this RFO.
- Vendor must agree to notify CCG promptly if key personnel listed in the Offer are no longer available to Vendor.

4.1.8 Response to Roles-based Contracting Approach

The Vendor shall state how its Proposal meets or exceeds the roles-based contracting approach outlined in Section 2.6 of this RFO. It is recommended that Vendors copy the requirements from the RFO into their response and responds to each requirement directly following the requirement.

4.1.9 Response to Specifications

The Vendor shall state how its Proposal meets or exceeds the specifications outlined in Section 3.0 of the RFO. It is recommended that Vendors copy the requirements from the RFO into their response and responds to each requirement directly following the requirement.

4.1.10 Assumptions and Exceptions

The Vendor shall clearly state any assumptions it made in its Proposal. The Vendor shall also clearly identify any exceptions it takes to specific provisions of this RFO, noting the specific RFO section number. If there are no exceptions, the Vendor shall explicitly state that the Vendor takes no exception to any part of this RFO. Offer must be in compliance with stated term and conditions unless the State accepts Vendor's identified exceptions.

NOTE: The CCG, as a state agency, is prevented by the Texas Constitution from indemnifying Vendors. The Vendor is discouraged from including a term in its Proposal that requires the CCG to indemnify it. Such a term may result in the Proposal being deemed non-responsive.

The Vendor shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

4.1.11 Cost Proposals

The following sections outline the pricing structures being requested of Vendors as part of the overall Cost Proposal for services provided under this RFO. The State may ultimately contract for some or all of these pricing structures based on the needs of the State.

In all cases the Vendor must describe in detail all costs, charges, and pricing for offered services for the entirety of the anticipated term of any contract established through this RFO as outlined in Section 1.15 of this RFO. Customers will not be liable to Vendor for any cost, charge, or price that is not clearly and expressly identified

in Vendor's response. All prices provided by the Vendor in response to this RFO will be considered maximum allowable pricing for customers utilizing services under the final contract that results from this RFO.

4.1.11.1 Roles-based Contracting Approach Pricing

Vendor must offer flat rate monthly pricing for the packages of services offered in response to Section 2.6 of this RFO. The flat rate pricing must be made available to all customers and shall make no consideration of the number of users contracting for services by an individual customer.

4.1.11.2 Site License Pricing

As an alternative to procuring packaged services, some entities in the State may be interested in acquiring site licenses that provide them with unlimited access to the Vendor's proprietary databases. As such, Vendor must provide flat rate pricing for the following site license approaches. If Vendor does not offer this type of service or cannot support this type of access, Vendor must note this in their response.

1. The unlimited use of all of its proprietary databases on a per user basis (unique user account).
2. The unlimited use of all of its proprietary databases on a per user basis based on a range of users (concurrent use access account).

4.1.11.4 Additional Discounts

Vendor must provide an overview of any allowable discounts above and beyond those provided for in pricing established in their cost proposal.

Vendor is encouraged to identify additional discounts, above and beyond any general discounts already proposed in their offer to entities acquiring multiple services, entities seeking additional services such as print or electronic media services, entities with unusually large or additional subscriber quantities and/or other promotional opportunities.

4.1.12 Alternate Proposals

Vendors are encouraged to submit alternate proposals, and associated cost proposals, to the requirements outlined in this RFO that they believe offer added value or savings not contemplated within the existing RFO. If the alternate proposal requires an exception to any requirements, the requirement should be identified using the table below. In addition, the vendor should indicate how the waiving of requirement(s) will provide the value in their alternate proposal. Vendors should note that an alternate proposal cannot replace a response to the RFO requirements.

The Vendor shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

4.1.13 Proof of Financial Stability

The following items must be included in the Vendor's Offer. Failure to include any of the items listed for the appropriate company type shall cause automatic rejection of the Offer.

A. Publicly-Traded Companies:

1. Dun and Bradstreet Report for parent company no older than one (1) month prior to submission.

2. Name of exchange on which common stock is listed (e.g., NYSE, AMEX, etc.) and ticker symbol (e.g., XOM).
3. Title page of the most currently filed SEC forms 10K and 10Q. Fully explain the reason(s) why any reports are currently not filed timely or have been filed late within the past three years.
4. Most recent audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP).
5. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's, and Fitch's Investors Service, if applicable.
6. Statement describing all unasserted and asserted legal claims, current status and expected outcomes, and/or judgments, and any off balance sheet liabilities or contingencies.
7. Any official document displaying current proof of authority to conduct business in the State of Texas. Examples: Texas State Franchise Tax Certificate, Texas State Sales Tax Permit, and documents obtained from the Secretary of State of Texas.
8. Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company.

B. Privately-Owned Companies (C corporations):

1. Dun and Bradstreet Report for parent company no older than one (1) month prior to submission.
2. Names of shareholders whose holdings comprise a minimum of 50% of the voting common shares and percentage holdings of each (e.g., Blackstone Group – 40%, KKR - 5%; John Doe – 10%).
3. For the year most recently ended, audited financial statements prepared in accordance with GAAP.
4. Latest two quarters internally prepared financial statements.
5. Debt and commercial paper ratings issued by Moody's Investors Service, Standard & Poor's, and Fitch's Investors Service, if applicable.
6. Résumés or biographies of the Chief Executive Officer (CEO) and the Chief Financial Officer (CFO).
7. History and background of the company.
8. Statement describing all unasserted and asserted legal claims, current status and expected outcomes, and/or judgments and any off balance sheet liabilities or contingencies.
9. Any official document displaying current proof of authority to conduct business in the State of Texas. Examples: Texas State Franchise Tax Certificate, Texas State Sales Tax Permit and documents obtained from the Texas Secretary of State.
10. Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company.

C. LLPs, LLCs, S Corporations and similar forms of ownership, other than Sole Proprietorships, (Professional Organizations to include, but not limited to, Certified Public Accounting firms, Law firms and Professional Engineering firms):

1. Dun and Bradstreet Report for parent company no older than one (1) month prior to submission.
2. Names of shareholders or partners whose holdings comprise a minimum of 50% of the voting shares and percentage holdings of each (e.g., Blackstone Group – 40%, KKR - 5%; John Doe – 10%).
3. For the year most recently ended, audited financial statements prepared in accordance with GAAP.
4. Latest two quarters of internally prepared financial statements.
5. Resume or biography of the Principal that will be executing the contract.
6. History and background of the company.
7. Statement describing all unasserted and asserted legal claims, current status and expected outcomes, and/or judgments and any off balance sheet contingencies.
8. Any official document displaying current proof of authority to conduct business in the State of Texas. Examples: Texas State Franchise Tax Certificate, Texas State Sales Tax Permit and documents obtained from the Texas Secretary of State.
9. Submit a copy of a current professional license to practice in Texas. License, if required, must be current.
10. Certified Public Accounting firms must submit a copy of its latest Peer Review.
11. All LLPs, LLCs and other forms of ownership, other than Sole Proprietorship, shall submit any additional professional documented information that demonstrates the authority to practice the profession.
12. Certificate of Insurance that sets forth limits of liability to include all insurance coverage of the company.

Vendor may submit any additional information, not formally requested, that may support financial stability. This information will be used in conjunction with the required items to analyze financial stability and can be in any form the Vendor desires. CCG reserves the right to request additional information if deemed necessary.

Vendor has a continuing and ongoing obligation to provide notice within ten days to CCG of any material change to its financial condition as indicated above.

4.1.14 Financial Capacity and Bonding

In response to this RFO, Vendors must submit evidence of sufficient financial stability based on their appropriate company type, as described in RFO Section 4.1.13. If the Vendor is a subsidiary, affiliate, or creation of one or more entities, and the proposing entity presents or relies upon the experience, financial stability or other qualifications of the parent or other entity(ies), the Vendor must also include the most recent detailed financial report of the parent or other entity(ies) and a statement that the parent or other entity(ies) will unconditionally guarantee performance by the Vendor in each and every term, covenant, and condition of any contract as executed by the parties.

An Agreement under this RFO will not be executed until after the Vendor has submitted, in a timely manner, appropriate assurances acceptable to CCG that the Vendor will be able to perform, and that the State will be able to continue to operate and maintain the subject matter of this procurement in the event of a failure to perform. Such assurances may consist of a performance bond, standby letter of credit, or other financial instrument or mechanism to protect the State against losses and/or program downtime in the event of the Vendor's failure to perform. Notwithstanding any other provision of this RFO, failure to timely provide the appropriate assurances may result in CCG's election to revoke the award.

4.1.15 HUB Subcontracting Plan

The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency will make a good faith effort to meet or exceed the goals identified below and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

- 11.9% for heavy construction other than building contracts;
- 26.1% for all building construction, including general contractors and operative builders' contracts;
- 57.2% for all special trade construction contracts;
- 20% for professional services contracts;
- 33% for all other services contracts;
- 12.6% for commodities contracts.

It is the policy of CCG to make a good faith effort to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the Texas Government Code, Chapter 2161, Subchapter F, and Comptroller of Public Accounts (CPA) HUB Rules, 34 TAC, Chapter 20, Subchapter B.

HUBs are encouraged to respond to this RFO. Under Texas law, state agencies are required to make a good faith effort to assist HUBs in receiving certain percentages of the total value of contract awards.

4.1.15.1 Subcontracts with HUBs

CCG has determined that subcontracting is probable under any contract as a result of this RFO. ALL VENDORS RESPONDING TO THIS RFO, INCLUDING THOSE THAT ARE HUB CERTIFIED MUST COMPLETE A HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH THE STATE'S POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES. THE HSP MUST BE INCLUDED AS PART OF THE RESPONSE TO THIS RFO. FAILURE TO COMPLETE A HSP AS INSTRUCTED WILL RESULT IN THE ELIMINATION OF THE OFFER FROM CONSIDERATION. The State's policy on utilization of Historically Underutilized Businesses and HSP forms are attached to this RFO as Exhibit A.

If a Vendor does not plan to subcontract for any goods or services in the performance of a contract resulting from this RFO, then the Vendor must state that fact in the HSP. The HSP will be evaluated as a part of the Company and Previous Project Experience Section. The completed HSP will become a part of any contract resulting from this RFO.

See the attached HUB Subcontracting Plan for further instructions which require Vendors to identify the specific areas intended for subcontracting.

The CCG has instructional videos online to assist Vendors with completing the HSP. The videos may be viewed at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

4.1.15.2 HUB Resources Available

A list of certified HUBs is available on the CPA website at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. For additional information, contact the CPA's HUB program office at (512) 463-5872. If Vendors know of any businesses that may qualify for certification as a HUB, they should encourage those businesses to contact the CPA HUB program office.

4.1.15.3 HUB Continuing Performance

Any contracts as a result of this RFO will include reporting responsibilities related to HUB subcontracting. After entering into a contract as the result of their response to this RFO, Vendors may not change any subcontractor without submitting a revised HUB Subcontracting Plan.

4.1.16 Execution of Offer

Vendor must sign and return the Execution of Offer provided in Exhibit C with the submitted Offer. **Failure to include the Execution of Offer shall cause automatic rejection of the Offer.**

Any contract resulting from this RFO will reference incorporation of the Standard Terms and Conditions and, if applicable, any authorized exceptions.

4.1.17 Conflict of Interest Disclosure

The Vendor shall identify any and all relationships that might be a conflict of interest or cause an appearance of a conflict of interest.

By submitting a Proposal, the Vendor represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in entering a Contract with the CCG. The Vendor also represents and warrants that entering a Contract with the CCG will not create the appearance of impropriety. In its Proposal, the Vendor shall disclose any existing or potential conflict of interest that it might have in contracting with the CCG. The CCG will decide, in its sole discretion, whether an actual or perceived conflict should result in Proposal disqualification or Contract termination.

In addition to the disclosures required above, the Vendor shall also disclose any key personnel and corporate officers who are current or former officers or employees of the CCG or any other state government agency who are related, within the third degree by consanguinity (as defined by §573.023, Government Code) or within the second degree by affinity (as defined by §573.025, Government Code), to any current or former officers or employees of the CCG or any other state government agency.

4.2 Required Submissions

Each Vendor must submit the Mandatory Offer Contents outline above in Section 4.1 as follows:

- One (1) signed original of the complete Offer (clearly marked with "Original" on the front cover);
- Ten (10) copies (clearly marked) of the complete Offer; and
- One (1) electronic copy of complete Offer on CD, DVD or USB Flash Drive;

Paper Offers must be bound and the cover of the binders must reference “RFO CCG-CALIR-2010-001” and include the name and address of the responding Vendor. Offer pages should be numbered clearly and consecutively to reflect the total number of pages in the Offer. Offers must contain an organized, paginated table of contents corresponding to Mandatory Offer Contents with tabbed sections and pages of the Offer.

Each electronic copy submitted must be clearly marked as to its contents. The Offer materials on each electronic copy must be compatible with Microsoft Office 2000 or Adobe Acrobat Reader 6.0 and be searchable. If there are any disparities between the contents of the printed Offer and any of the Offer materials in the electronic copy provided, the contents of the signed original printed Offer will take precedence.

4.3 Confidential, Proprietary or Copyrighted Information

CCG will not consider any Offer that bears a copyright. Offers will be subject to the Texas Public Information Act, as outlined in Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Vendors may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of an Offer, shall be submitted electronically on a CD, DVD or USB Flash Drive as follows:

- One (1) file containing any and all Offer materials, which Vendor asserts, are confidential or proprietary;
- One (1) file containing any and all copyrighted materials in the Vendor’s Offer; and
- One (1) file containing any and all non-proprietary/confidential and non-copyrighted materials in the Vendor’s Offer.

If Vendor’s Offer does not contain such materials, then CD-ROMs for these items are not required.

4.4 Attachments Included with this RFO

This RFO includes the following Attachments.

Attachments
Exhibit A: HUB Subcontracting Plan
Exhibit B: Resume Format
Exhibit C: Execution of Offer
Exhibit D: Conflict of Interest/Disclosures
Exhibit E: Criminal Conviction Certification

4.5 Rejection of Responses

CCG has sole discretionary authority and reserves the right to reject any and all responses received as a result of this RFO. Responses that do not comply with the mandatory submission requirements will be rejected. In addition, CCG reserves the right to accept or reject, in whole or in part, any responses submitted, and to waive minor technicalities when in the best interest of the State.

5.0 Evaluation, Negotiations and Award of Contract

5.1 Evaluation of Offers

CCG shall award a Contract(s) to the Vendor(s) whose proposal is considered to be the best value to the state, as defined in Texas Government Code §2155.074. Each member evaluating proposals shall execute a confidentiality agreement for this RFO.

Proposals may be evaluated by CCG and non-CCG state agency employees who may be invited to assist as evaluators. Each evaluated proposal will be reviewed and scored according to the criteria outlined in Section 5.4 of this RFO.

CCG reserves the right to conduct studies and other investigations as necessary to evaluate any proposal. CCG reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Vendor. The CCG will determine whether negotiations or Best and Final Offers are necessary and may invite selected Vendors to provide presentations of their proposals.

5.2 Multiple Contract Awards

CCG reserves the right to award for some, none or all of the services outlined in this RFO. CCG reserves the right to award to one or multiple Vendors based on an assessment of state needs and best value. CCG reserves the right to award on behalf of all state agencies or a subset of agencies, based on an assessment of state needs and best value.

5.3 Evaluation Process

The evaluation of proposals received on or before the due date and time will be conducted in the following phases.

5.3.1 Phase I: Evaluation of Minimum Submission Requirements

For Phase I evaluations, the proposals received will be reviewed by the assigned Procurement Officer, with assistance from CCG. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement and is sufficiently responsive to permit further evaluation. In the minimum proposal submission requirements evaluation phase, each proposal shall be evaluated as either “pass” or “fail.” Only those proposals that pass Phase I shall be considered for Phase II evaluation.

Any response that fails to meet the minimum proposal submission requirements will be deemed non-responsive and/or non-compliant and will be rejected without further review or evaluation. The State reserves the right to reject any and all proposals.

5.3.2 Phase II: Evaluation of Qualification

For Phase II evaluation, the CCG shall appoint an evaluation team to evaluate the merits of the Vendor’s response to requirements. For each proposal not rejected as non-responsive/non-compliant, each evaluator shall use standardized evaluation tools and forms to assign raw point scores for components of the evaluation criteria for Phase II identified below in Section 5.4 of this RFO. The State will then apply the assigned weights to these scores to calculate an overall score for each proposal for Phase II.

Based on findings by the evaluation team, any proposal deemed incomplete or in which there are inconsistencies or inaccuracies may be deemed non-responsive and may be rejected. The State reserves the right to reject any and all proposals.

5.3.2.1 Past Performance

A Vendor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Vendors may fail this selection criterion for any of the following conditions:

- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through any state agency,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having a record of repeated non-responsiveness to Vendor Performance issues
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

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

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

CCG may conduct reference checks with other entities regarding past performance. Due to the unique nature of the services provided, CCG may particularly focus, in its discretion, on conducting reference checks with other governmental entities regarding billing accuracy and contract compliance with services provided. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), CCG may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CCG, and any negative findings, as determined by CCG, may result in non-award to the Vendor.

5.3.3 Phase III: Evaluation of Cost/Fee Proposal

For each proposal evaluated in Phase II, the CCG shall evaluate the corresponding cost proposal using standardized tools and forms, based on the cost/fee proposal submitted by the Vendor. Based on the outcome of the computations performed, each proposal will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score for each proposal for Phase III.

Total points accumulated for Phases II and Phase III will then be added together and proposals will be ranked from highest to lowest score.

5.4 Evaluation Criteria

Phase I - Evaluation of Minimum Requirements	Scoring
Evaluation of Mandatory Administrative Proposal Requirements	Pass/Fail
Evaluation of Minimum Requirements	Pass/Fail

Phase II - Evaluation of Qualifications (Subjective Scoring)	Weight
Overall Response to RFO	0.5
Response to the Roles-based Contracting Approach	3.0
Response to Specifications	2.5
Response to Approach for Non-Contracted Services	1.0
Experience and Past Performance	0.5
Financial Stability of Vendor	0.5

Phase III - Evaluation of Cost/Fee Proposal (Objective Scoring)	Weight
Cost Proposal	3.0

5.5 Best and Final Offer

CCG will evaluate responses that have not been rejected and select Vendors for further negotiations based on “best value” using the definition in Section 2157.003, Texas Government Code. As part of the evaluation process, CCG may ask any or all Vendors to elaborate on or clarify specific portions of their response.

CCG reserves the right to continue to evaluate responses until such point as the best value is obtained for the State. CCG reserves the right not to award to any Vendor that CCG considers to be non-responsive and/or to make no award at all. CCG in its discretion shall make the determination whether to engage in the Best and Final Offer process.

5.6 Negotiations

At the conclusion of the evaluation, as described above, CCG shall determine the number of Vendors with which it will start contract negotiations. At its discretion, CCG will conclude contract negotiations when CCG determines that the best value for the State has been obtained.

5.7 Award of Contract

CCG shall make the decision to award a contract(s), if it is in the best interest of the State to do so. The decision of CCG on any award is final. Any award for this RFO shall be posted under requisition number CCG-CALIR-2010-001 on the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/> upon execution of a contract with one or more Vendors. All responses and internal State working papers generated or maintained pursuant to this RFO are not subject to disclosure under the Public Information Act until the contract has been executed.

5.8 Adding New Products or Services to the Contract after Award

Following the contract award, additional services of the same general category that could have been encompassed in the award of this contract, and that are not already part of the contract or described in the proposal, may be added. A formal written request will be sent to successful Vendors to quote on the proposed additional products or services. Vendor shall submit proposals to the CCG as instructed. All prices are subject to negotiation with the Best and Final Offer (“BAFO”). CCG may accept or reject any or all proposals, and may issue a separate RFO or IFB for the products or services after rejecting some or all of the bids. The products covered under this provision shall conform to the specifications as outlined in the second and separate request.

5.9 Vendor Protest Procedures

Any Vendor who is aggrieved in connection with this RFO, evaluation, or award of a contract may formally protest to CCG in accordance with prescribed Vendor protest procedures outlined in --34 TAC 401.62 (g)-(m).

6.0 Contract Information

6.1 Amending the Contract

Any alterations, additions, or deletions in the terms and conditions of the Contract shall be by written amendment executed by both Parties and put into effect with a Contract Amendment issued by the CCG. The Vendor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract Amendment.

6.2 Terminating the Contract

6.2.1 Convenience of the State of Texas

The CCG reserves the right to terminate the Contract at any time, in whole or in part, without penalty, by providing thirty (30) calendar days advance written notice, if the CCG determines that such termination is in the

best interest of the State. In the event of such a termination, the Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Customers shall be liable for payments for any goods or services ordered from the Vendor prior to the termination date.

6.2.2 Cause/Default

If the Vendor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, the CCG may, upon written notice of default to the Vendor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

The CCG may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the CCG notifies the Vendor in writing prior to the exercise of such remedy. The Vendor shall remain liable for all covenants and indemnities under the Contract. The Vendor shall be liable for all costs and expenses, including court costs, incurred by the CCG with respect to the enforcement of any of the remedies listed herein.

6.2.3 Change in Federal or State Requirements

If federal or State laws or regulations or other federal or State requirements are amended or judicially interpreted so that either the CCG or the Vendor cannot reasonably fulfill the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under the Contract.

6.2.4 Rights upon Termination or Expiration of Contract

In the event that the Contract is terminated for any reason, or upon its expiration, the CCG and the Customers shall retain ownership of all associated work products and documentation obtained from the Vendor under the Contract.

6.2.5 Survival of Terms

Termination of the Contract for any reason shall not release the Vendor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

6.3 Transition Requirements

In the event any Contract resulting from this RFO expires or is terminated for any reason before the end of the Contract period, the Vendor must be willing to 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.

6.4 Contract Documentation

The Contract will consist of the Notice of Award, Listing of Items, and any Contract Amendments thereto issued by the CCG; this RFO, together with any modifications made through Addenda thereto; and the successful Proposal, together with any clarifications thereto that are submitted at the request of the CCG. In the event of any conflict or contradiction between or among these documents, the Notice of Award, as modified by any Contract Amendments, shall control over the RFO and the Proposal. The RFO, as modified by any Addenda, shall control over the Proposal.

6.5 Insurance

The Vendor represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities there under. The Vendor shall insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance shall comply with Texas statutory requirements and also cover any cargo being delivered to Customers.

The Vendor represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Vendor shall furnish proof of insurance upon request of a Customer or the CCG.

6.6 Notices and Liaisons

6.6.1 Delivery of Written Notices

Any notice required or permitted to be given under the Contract by one Party to the other Party shall be in writing and shall be addressed to the receiving Party at the address hereinafter specified. The notice shall be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It shall be deemed to have been given on the date of certified receipt, if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving Party at the address hereinafter specified.

6.6.2 Notice to the Vendor

Within 10 days of the issuance of the Purchase Order, the Vendor shall identify in writing to the CCG the address and contact person for all notices. If there is any change to this information during the term of the contract, the Vendor shall notify the CCG immediately in writing.

6.6.3 Notice to the Contract Administrator for CCG

The Contract Administrator for this contract will be the Texas Procurement and Support Services Division of the Comptroller of Public Accounts. The address for all purposes under this Contract and for all notices hereunder shall be:

Texas Comptroller of Public Accounts
Attn: TPASS Contract Management Office (TCMO)
PO Box 13186
Austin, TX 78711-3186
tpass_cmo@cpa.state.tx.us

With copies to (registered or certified mail with return receipt is not required for copies):

Russell Tomlinson
Council on Competitive Government
111 E 17th Street, Room 304
Austin, TX 78711-1440

AND

David Duncan
Deputy General Counsel for CCG
Comptroller of Public Accounts
1711 San Jacinto Blvd
Austin, TX 78701

6.7 Subcontracting Approval

The Vendor shall perform the Contract with its own resources and those subcontractors identified in the Vendor's HUB Subcontracting Plan. In the event that the Vendor should determine that it is necessary or expedient to execute additional or alternative subcontracts for any performance under the Contract, the Vendor shall submit a revised HUB Subcontracting Plan for prior approval before executing any subcontracts. The Vendor shall also transmit to the CCG for review and prior CCG approval a true copy of the subcontract it proposes to execute with a subcontractor.

The Vendor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the CCG is in no manner liable to any subcontractor(s) of the Vendor. In no event shall this provision relieve the Vendor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this RFO and Contract.

6.8 No Implied Authority

Any authority delegated to the Vendor by the CCG is limited to the terms of the Contract. The Vendor shall not rely upon implied authority and specifically is not delegated authority under the Contract to: (1) make public policy; (2) promulgate, amend, or disregard CCG program policy; or (3) unilaterally communicate or negotiate, on behalf of the CCG, with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or State agency.

6.9 Cooperation with the CCG

The Vendor must ensure that it cooperates with the CCG and other State or federal administrative agencies, at no charge to the CCG, for purposes relating to the administration of the Contract. The Vendor agrees to reasonably cooperate with and work with the CCG's contractors, subcontractors, and third party representatives as requested by the CCG.

6.10 Dispute Resolution

Chapter 2260 of the Texas Government Code prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, the CPA has adopted rules, codified at 34 TAC §§1.360-1.387. The Vendor shall comply with such rules, as revised from time to time.

The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve any claim for breach of contract asserted by the Vendor under the Contract. If the Vendor's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Vendor shall submit written notice, as required by Chapter 2260, to the Director of CCG or his or her designee. The notice shall also be given to the individual identified in the Contract for receipt of notices. Compliance by the Vendor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is the Vendor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by the CCG if the Parties are unable to resolve their disputes as described above. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by the CCG nor any other conduct of any representative of the CCG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under the Contract, the CCG and the Vendor shall first attempt to resolve them through direct discussions in a spirit of mutual cooperation. If the Parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by the CCG and the Vendor within fifteen (15) days after written notice by one of them demanding mediation under this Section. The Vendor shall pay all costs of the mediation unless the CCG, in its sole good faith discretion, approves its payment of all or part of such costs. By mutual agreement, the CCG and the Vendor may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that the CCG and the Vendor shall, in good faith, utilize mediation or another non-binding dispute resolution process before pursuing litigation. The CCG's participation in, or the results of, any mediation or other non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by the CCG of (1) any rights, privileges, defenses, remedies or immunities available to the CCG as an agency of the State of Texas or otherwise available to the CCG; (2) the CCG's termination rights; or (3) other termination provisions or expiration dates of the Contract.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the CCG, the Vendor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Vendor may suspend performance during the pendency of such claim or dispute if the Vendor has complied with all provisions of §2251.051, Government Code, and such suspension of performance is expressly applicable and authorized under that law.

6.11 Fraud, Waste, and Abuse

By submitting a Proposal to the RFO, the Vendor represents and warrants that it has read, understood and agrees to comply with CCG's Anti-Fraud Policy, found at <http://www.window.state.tx.us/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of the Contract.

6.12 Renegotiation of Fees

The CCG shall monitor market prices and prices paid by other states for substantially similar goods and services during the term of the Contract. If the CCG determines that substantially similar goods and services are available for meaningfully lower prices than the prices established in the Contract, the CCG may initiate price renegotiations with the Vendor and amend the Contract to reflect a new, lower price, if agreed to by the Parties.

6.13 Name Changes and Sales

If the Vendor changes its name, changes its business organization type, or is sold to another entity, it must notify the CCG immediately in writing. The Vendor, in its notice, shall describe the circumstances of the change or sale, state its new name (if applicable), provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for the Vendor, the Vendor shall identify the new personnel and provide resumes to the CCG, if resumes were originally required by the RFO. The CCG may request other information about the change and its impact on the Contract and the Vendor shall supply the requested information within five (5) working days of receipt of the request.

The CCG may terminate the Contract due to a sale of or change to the Vendor that materially alters the Vendor's ability to perform under the Contract. The CCG has the sole discretion to determine if termination is appropriate.

6.14 News Releases

The CCG does not endorse any Vendor, commodity, or service. News releases pertaining to this transaction and/or advertisements, publications, declarations and any other pronouncements by the Vendor using any means or media mentioning the State of Texas or the CCG must be approved in writing by the CCG prior to public dissemination.

7.0 Terms & Conditions

7.1 Financial Information

7.1.1 Appropriations

All obligations of the CCG and Customers under this RFO or any resulting Contract are subject to the availability of legislative appropriations and, for Customers expending federal funds, to the availability of the federal funds applicable to the Contract. The Vendor acknowledges that the ability and responsibility of the CCG and the Customers to make payments under the Contract is contingent upon the continued availability of funds. The Vendor further acknowledges that funds may not be specifically appropriated for the Contract and the CCG's or Customers' continual ability to make payments under the Contract is contingent upon the funding levels appropriated for each particular appropriation period. The CCG and the Customers will use all reasonable efforts to ensure that such funds are available. The Vendor agrees that if future levels of funding for the CCG or a Customer are not sufficient to continue operations without any operational reductions, the CCG or the Customer, in its discretion, may terminate the Contract or a pending order under the Contract, either in whole or in part. In the event of such termination, neither the CCG nor the Customer will be considered to be in default or breach under the Contract, nor shall either be liable for any further payments ordinarily due under the Contract, nor shall either be liable for any damages or any other amounts which are caused by or associated with such termination. The CCG and the Customer shall make best efforts to provide reasonable written advance notice to the Vendor of any such Contract or order termination. In the event of such a termination, the Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, either on that particular order if an order is being terminated, or the Contract, if the Contract is being terminated. The CCG or the Customer shall be liable for payments limited only to the portion of work the CCG or the Customer authorized in writing and which the Vendor has completed, delivered to the CCG or Customer, and which has been accepted by the CCG or Customer. All such work shall have been completed, per the Contract requirements, prior to the effective date of termination.

7.1.2 Audit Requirements

Pursuant to §2262.003, Government Code, the State Auditor's Office, or successor agency, may conduct an audit or investigation of the Vendor or any other entity or person receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds by the Vendor or any other entity or person directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Vendor or other entity that is the subject of an audit or investigation must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. The Contract may be amended unilaterally by the CCG to comply with any rules and procedures of the State Auditor's Office in the implementation and enforcement of §2262.003. The Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Vendor and the requirement to cooperate is included in any subcontract it awards.

Customers who order under the Contract using federal or grant funds may have additional audit requirements that are required by law or regulation. Those additional requirements will be included on the purchase order for that particular program.

7.1.3 Invoicing and Payment Requirements

In order to receive payment under the Contract, the Vendor must submit an original invoice to the Customer placing the order, which will be designated in the purchase order as the "Bill To" address. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments:

- (1) Name and address of the Vendor.
- (2) The Vendor's Texas Identification Number (TIN).
- (3) The Vendor's invoice remittance address.
- (4) The purchase order number authorizing the delivery of products or services.
- (5) A description of what the Vendor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services.

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Vendor's information.

If an invoice does not meet this Section's requirements, the state will send the Vendor written notice with the improper invoice within 21 calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information the Vendor needs to correct the invoice.

7.1.4 Disputed Invoices

As stated in Section 7.1.3 above, the Vendor will receive notice of an error in an invoice submitted for payment by not later than the 21st day after the date the invoice was received by the state. If an invoice dispute is resolved in favor of the Vendor, the Vendor is entitled to receive interest on the unpaid balance of the invoice, beginning on the date the invoice became overdue, pursuant to §2251.021, Gov't Code. If a dispute is resolved in favor of the Customer, the Vendor shall submit a corrected invoice that must be paid in accordance with §2251.021. The unpaid balance accrues interest if the corrected invoice is not paid by the appropriate date.

7.1.5 Time and Manner of Payment

Pursuant to Texas Government Code Chapter 2251, Payment by a state entity Customer is overdue on the 31st day after the later of: (1) the date the Customer receives the goods under the Contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Customer receives the invoice for the goods or service.

Payment by a political subdivision Customer whose governing body meets only once a month or less frequently is overdue on the 46th day after the later event of: (1) the date the Customer receives the goods under the Contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Customer receives the invoice for the goods or service.

7.1.6 Antitrust and Assignment of Claims

Pursuant to 15 U.S.C. §1, *et seq.*, and Texas Business & Commerce Code §15.01, *et seq.*, the Vendor affirms that it has not violated the Texas antitrust laws or federal antitrust laws and has not communicated its Proposal for the Contract directly or indirectly to any competitor or any other person engaged in such line of business. The Vendor hereby assigns to the CCG any claims for overcharges associated with the Contract under 15 U.S.C. §1, *et seq.*, and Texas Business & Commerce Code §15.01, *et seq.*

7.1.7 Debts and Delinquencies

As required by §2252.903, Government Code, the Vendor agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

7.1.8 Liability for and Payment of Taxes

The CCG and certain Customers are exempt from State Sales tax and Federal Excise tax. Customers will furnish Tax Exemption Certificate(s) to the Vendor upon request. The Vendor shall pay all taxes resulting from the RFO and Contract including but not limited to any federal, state or local income, sales, excise or property taxes. The CCG and the Customers shall not be liable to reimburse the Vendor for the payment of such taxes incurred by the Vendor in acquiring any goods or services as a part of any work called for in this RFO and the Vendor's invoice shall not include any amount for such taxes, as long as the Customer has provided the requested Tax Exemption Certificates.

7.1.9 Method of Purchase and Vesting Ownership

All goods or services purchased pursuant to the Contract shall be purchased using an outright purchase. Upon installation, acceptance, and payment, the Customer shall receive title to any personal property delivered pursuant to the purchase, except as otherwise agreed to in the Contract.

7.1.9.1 No Debt against the State

The Contract shall not be construed as creating any debt by or on behalf of the State of Texas.

7.1.9.2 Travel

Any travel or per diem required by the Vendor to perform its obligations under the Contract will be at the Vendor's expense. All travel and per diem that the State requests in addition to what the Contract requires the Vendor to provide at the Vendor's expense will be paid in accordance with State of Texas Travel Allowance Guide.

7.2 Prohibition on Lobbying

The Vendor shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Act, 2 U.S.C. §1601 *et seq.* By submitting a Proposal, the Vendor certifies that it shall not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. It also certifies that the Vendor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL.

7.3 Copyrights and Publications

The Vendor understands and agrees that, where activities supported by the Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), the Vendor may copyright the works subject to the reservation by the CCG and affected Customers of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state and/or political subdivision purposes:

- the copyright in the works developed under the Contract, and
- any rights of copyright to which the Vendor purchases ownership with funding from the Contract.

The Vendor may publish, at its expense, the results of Contract performance with prior CCG review and approval of that publication. Any publication (written, visual, or sound) shall include acknowledgment of the support received from the CCG and Customers. One (1) copy of any such publication must be provided to the CCG. The CCG reserves the right to require additional copies before or after the initial review. All copies shall be provided free of charge to the CCG.

7.4 Certifications

7.4.1 Child Support Obligations

Under §231.006, Texas Family Code, (relating to child support) the Vendor, by submitting its Proposal, certifies that it is not ineligible to receive a payments under the Contract and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

7.4.2 Texas Corporate Franchise Tax Certification

The Vendor, by submitting its Proposal, certifies that its Corporate Texas Franchise Tax payments are current, or that it is exempt from or not subject to such tax.

7.4.3 Certification Concerning Dealings with Public Servants

The Vendor, by submitting its Proposal, certifies that it has not given and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this transaction.

7.4.4 Certification Concerning Financial Participation

Pursuant to §2155.004, Government Code, the Vendor certifies that the individual or business entity named in its Proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a State contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the Contract.

7.4.5 Certification Concerning Hurricane Relief

Sections 2155.006 and 2261.053, Government Code, prohibit the CCG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Government Code, occurring after September 24, 2005. Under §2155.006, Government Code, the Vendor certifies that the individual or business entity named in its Proposal is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

7.5 Independent Vendor

The Contract shall not render the Vendor an employee, officer, or agent of the CCG for any purpose. The Vendor is and shall remain an independent contractor in relationship to the CCG. The CCG shall not be responsible for withholding taxes from payments made under the Contract. The Vendor shall have no claim against the CCG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7.5.1 No Assignment by Vendor

The Vendor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the CCG.

7.5.2 Indemnification and Liability

The Vendor shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and the CCG, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of the Vendor or any agent, employee, subcontractor, or supplier of the Vendor in the execution or performance of the Contract. The Vendor shall coordinate its defense of any claims with the Texas Attorney General as requested by the CCG.

This section is not intended to and shall not be construed to require the Vendor to indemnify or hold harmless the State of Texas or the CCG for any claims or liabilities resulting from the negligent acts or omissions of the CCG or its employees.

7.5.3 Vendor Liability for Damage to Government Property

The Vendor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Vendor shall notify the CCG Contract Manager in writing of any such damage within one (1) calendar day.

7.5.4 Force Majeure

The CCG, any Customer, and the Vendor shall not be responsible for performance under the Contract should one of these Parties be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Party claiming force majeure.

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

7.5.5 Buy Texas

In accordance with §2155.4441, Government Code, the Vendor shall, in performing any services under the Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

7.6 Affirmations

Submitting a Proposal with a false statement is a material breach of contract and shall void the Proposal or the Contract, and the Vendor shall be removed from all bid lists. By signature thereon affixed, the Vendor thereby certifies that the Vendor has not given, offered to give, and does not intend 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 response. Violation of this requirement may result in the termination of the Contract at the discretion of the CCG.

The CCG is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the CCG under this Contract constituting a record under the Act is received by the CCG, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld

from public disclosure. The Vendor authorizes the CCG to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Vendor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be excepted from public disclosure under the Act. If the CCG does not have a good faith belief that information may be subject to an exception to disclosure, the CCG is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Vendor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Vendor waives any claim against and releases from liability the CCG and other state agency officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Vendor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

The Vendor shall promptly notify the CCG in the event that any representations and warranties provided in this Contract are no longer true and correct. The Vendor acknowledges that all of its representations and warranties contained in any part of its Proposal and this Contract are material and have been relied upon by the CCG in selecting the Vendor for the award of the Contract. Further, the Vendor warrants and represents that all of its statements and representations made to the CCG prior to being the Contract, and those made during the negotiation of this Contract, are material, true and correct.

7.7 Civil Rights

The Vendor agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Vendor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

7.8 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

CCG is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Vendors/Vendors with the Federal General Services Administration's Excluded Parties List System (ELLS), <http://www.epls.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

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

7.9 Environmental Protection

The Vendor shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

7.10 Representations and Warranties Related to Software

If any Software is provided under any contract resulting from this RFO, Successful Vendor represents and warrants each of the following:

- Successful Vendor has sufficient right, title, and interest in the Software to grant the license required in this RFO;
- Contract terms and conditions included in any “clickwrap,” “browsewrap,” “shrinkwrap,” or other license agreement that accompanies any Software, including but not limited to Software Updates, Software Patch/Fix, or Software Upgrades, provided under any contract resulting from this RFO are void and have no effect unless CCG specifically agrees to such licensure terms in a contract resulting from this RFO;
- The Software provided under any contract resulting from this RFO does not infringe upon or constitute a misuse or misappropriation of any patent, trademark, copyright, trade secret or other proprietary right;
- Software and any Software Updates, Software Maintenance, Software Patches/Fixes, and Software Upgrades provided under any contract resulting from this RFO shall not contain viruses, malware, spyware, key logger, back door or other covert communications, or any computer code intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetical disruptions or distortions, the operation of the computer program, or any other associated software, firmware, hardware, or computer system, (including local area or wide-area networks), in a manner not intended by its creator(s); and

Software provided under any contract resulting from this RFO does not and will not contain any computer code that would disable the Software or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as a “time bombs”, “time locks”, or “drop dead” devices) or that would permit Successful Vendor to access the Software to cause such disablement or impairment (sometimes referred to as a “trap door” devices).

7.11 Permits

The Vendor shall be responsible, at the Vendor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes that pertain to the Contract.

7.12 Electrical Items

All electrical items provided by the Vendor to the CCG or a Customer under the Contract must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

7.13 Executive Head

Pursuant to §669.003, Government Code, the CCG may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Proposal, the Vendor certifies that it does not employ any person who was the Executive Head of a state agency in the past four years.

7.14 Terminated Contracts

By submitting a Proposal, the Vendor certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Vendor does have such a terminated contract, the Vendor shall identify each and provide an explanation for the termination.

7.15 Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

7.16 No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CCG or the State of Texas of any immunities from suit or from liability that the CCG or the state may have by operation of law.

7.17 Severability

If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

7.18 Applicable Law and Venue

The Vendor agrees that the Contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Vendor also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning the CCG under this Contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas.

7.19 Compliance with Laws

The Vendor must comply with all applicable federal, State and local laws, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants; (iii) §2155.003, Government Code, which prohibits the chief clerk or any other employee of the CCG from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been anything of value or a promise, obligation, or contract for future reward or compensation.

7.20 Insurance and Other Security

The Vendor represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required to ensure proper fulfillment of the Contract and its liabilities there under. The Vendor shall insure any of its motor vehicles used to fulfill its duties under the Contract and ensure that its subcontractors do the same. Such insurance shall comply with Texas statutory requirements and also cover any cargo being delivered to Customers.

The Vendor represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Vendor shall furnish proof of insurance upon request of a Customer or the CCG.

7.21 Deceptive Trade Practices; Unfair Business Practices

The Vendor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that the Vendor has not been found to be liable for such practices in such

proceedings. The Vendor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and those officers have not been found to be liable for such practices in such proceedings.

7.22 Immigration

The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

Vendor shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Vendor is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Vendor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Vendor or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Vendor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Vendor's omission or breach of this Section.

7.23 Felony Criminal Convictions

Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised CCG as to the facts and circumstances surrounding the conviction.

7.24 Vendor Performance

In accordance with Texas Government Code, 2155.074 and 2155.75, Vendor performance may be used as a factor in the award.

7.25 Drug Free Workplace

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

7.26 Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institutions of Higher Education Purchases Only)

Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available

from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

7.27 No Liability upon Termination

If this Contract is terminated for any reason, CCG and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Vendor may be entitled to the remedies provided in Government Code, Chapter 2260.

7.28 Proprietary or Confidential Information

Contractor will not disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and CCG, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.

EXHIBIT A: HUB Subcontracting Plan



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, respondents, including State of Texas certified Historically Underutilized Businesses (HUBs), must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: **11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.**

-- Agency Special Instructions/Additional Requirements --

The Texas Comptroller's office is fully committed to increasing contracting opportunities with HUBs by contracting directly with HUBs or indirectly through subcontracting opportunities. Therefore, we ask that you **please consider utilizing HUBs** in subcontracting areas which are listed below, but in no way should this list be considered exhaustive. An audio/video file that explains, in a step-by-step method, how to accurately complete the HSP is available at CCG's web site at: <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/> If your bid/proposal/offer does not contain a **complete HSP and supporting documentation**, your bid will be considered non-responsive and will be disqualified. Once awarded, respondent will be subject to debarment pursuant to Gov't Code 2161.253(d) if any modifications are made to the HSP without PRIOR approval from this agency.

PLEASE NOTE: As the Texas Comptroller's office continues its commitment to promote the HUB program, we are extending our "Good Faith Efforts" by also requiring an HSP on contracts with an expected value of \$25,000 to \$99,999. Therefore, we ask that you **also consider utilizing HUBs** in subcontracting areas which are listed below.

Class	Item	Description
956	35	Subscription Services

SECTION 1

- RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: _____

SECTION 2

- SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- Yes, I will be subcontracting portion(s) of the contract.
 (If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
 (If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1)	(#11)
(#2)	(#12)
(#3)	(#13)
(#4)	(#14)
(#5)	(#15)
(#6)	(#16)
(#7)	(#17)
(#8)	(#18)
(#9)	(#19)
(#10)	(#20)

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/forms/HUBSubcontractingPlanContinuationPage1.doc> Rev. 10/07

Enter your company's name here: _____

Solicitation #: _____

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3

- SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4

- MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5

- PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

- Yes (If Yes, complete SECTION 8 and 10.) - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6

- NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.CCG.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.CCG.state.tx.us/cmb/hubonly.html>, to identify available HUBs. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, **and** provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7

- HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List **three (3)** State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. **Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.**

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
_____	_____	____/____/____	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8

- SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	____\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
_____	_____	____%	____\$	<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

SECTION 9

- SELF PERFORMANCE JUSTIFICATION
(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain an explanation demonstrating how your company will fulfill the entire contract with its own resources?

- Yes** If Yes, in the space provided below, list the specific page/section of your proposal which identifies how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.
- No** If No, in the space provided below, explain how your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

SECTION 10

- AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (The PAR is available at <http://www.window.state.tx.us/procurement/proq/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

Rev. 10/07

IMPORTANT NOTICE: IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN ONE INK ORIGINAL OF THIS FULLY COMPLETED AND SIGNED ATTACHMENT, YOUR RESPONSE MAY BE DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS, EVEN IF ALL OTHER MINIMUM QUALIFICATIONS, LETTERS AND EXHIBITS ARE FULLY COMPLETED, SIGNED AND RETURNED. IN THE OFFER MARKED "ORIGINAL", RESPONDENT SHALL ENSURE BOTH FULL COMPLETION AND ORIGINAL INK SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF RESPONDENT.

EXHIBIT B: Resume Format

NAME: TITLE:		
SUMMARY OF EXPERIENCE PERTINENT TO THIS PROPOSAL:		
JOB HISTORY: Most Recent Position: Title: Organization:		
JOB HISTORY: Most Recent Position: Title: Organization:		
JOB HISTORY: Most Recent Position: Title: Organization:		
CONTACT INFORMATION: Phone: Email: Fax:		
REFERENCES:		
Name: Title: Organization: Phone: Email:	Name: Title: Organization: Phone: Email:	Name: Title: Organization: Phone: Email:

EXHIBIT C: Execution of Offer

This attachment is prepared exclusively for RFO#CCG-CALIR-2010-002 issued April 1, 2010. Vendor's use and submission of any other attachments or documents, including prior year attachments, appendices or exhibits, exhibits from other agency or state solicitations, etc., may not include all substantive information, such as updated representations and warranties, required for a qualifying response to this solicitation and may result in disqualification of the response.

EXECUTION OF OFFER

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH OFFER. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN OFFER DISQUALIFICATION.

1. By signature hereon, Vendor represents and warrants that the provisions in this Execution of Offer apply to Vendor and all of Vendor principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this RFO or any PO resulting from it.
2. By signature hereon, Vendor represents and warrants its intent to furnish the requested items at the prices quoted in its Offer.
3. By signature hereon, Vendor represents and warrants that it has read and understood and shall comply with CCG's Anti-Fraud Policy, located on CCG's website at <http://www.window.state.tx.us/ssv/ethics.html>, as such Policy currently reads and as it is amended throughout the term of any resulting PO.
4. By signature hereon, Vendor represents and warrants that its prices include all costs of Vendor in providing the requested items that meet all specifications of this RFO, and that its prices will remain firm for acceptance for a minimum of ninety (90) days from deadline for submission of Offer.
5. By signature hereon, Vendor represents and warrants that each employee, including 'replacement employees', will possess the qualifications, education, training, experience and certifications necessary to perform the services in the manner required by this RFO.
6. By signature hereon, Vendor represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to CCG under the RFO and any resulting PO, if any, and that Vendor provision of the requested items under the RFO and any resulting PO, if any, would not reasonably create an appearance of impropriety.
7. By signature hereon, Vendor represents and warrants that it has not given, 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 Offer.
8. By signature hereon, Vendor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. In addition, if Vendor is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies. Vendor represents and warrants that it holds a permit issued by CCG to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or represents and warrants that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.
9. By signature hereon, Vendor hereby represents and warrants that, pursuant to 15 U.S.C. Section 1, et seq. and Texas Business and Commerce Code Section 15.01, et seq., neither Vendor nor the firm, corporation, partnership, or institution represented by Vendor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Offer made to any competitor or any other person engaged in such line of business.
10. By signature hereon, Vendor represents and warrants that all statements and information prepared and submitted in response to this RFO are current, complete and accurate.
11. By signature hereon, Vendor represents and warrants that the individual signing this document and the documents made part of this RFO and Offer is authorized to sign such documents on behalf of the company and to bind the company under any PO which may result from the submission of this Offer.
12. By signature hereon, Vendor represents and warrants that if a Texas address is shown as the address of the Vendor, Vendor qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).

13. Check below if preference claimed under 34 Texas Administrative Code §20.38:

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

14. By signature hereon, under Section 231.006, Texas Family Code, regarding child support, **Vendor** certifies that the individual or business named in the offer is not ineligible to receive the specified payment and acknowledges that the PO may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any **Vendor** subject to Section 231.006, Texas Family Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the offer. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

15. By signature hereon, Vendor represents and warrants that no relationship, whether by relative, business associate, capital funding contract or by any other such kinship exist between Vendor and an employee of any CCG component, and Vendor has not been an employee of any CCG component within the immediate twelve (12) months prior to Vendor Offer. By signature hereon, Vendor certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency. All such disclosures will be subject to administrative review and approval prior to CCG entering into any contract with Vendor. Vendor acknowledges that any PO resulting from this RFO may be terminated at any time, and payments withheld, if this information is false.

16. By signature hereon, pursuant to Section 2155.004(a), Texas Government Code Vendor represents and warrants that neither it nor any person or entity which will participate financially in any PO resulting from this RFO has received compensation for participation in the preparation of specifications for this RFO. In addition, under Section 2155.004, Texas Government Code, Vendor certifies that the individual or business entity named in this Offer or any PO resulting from this RFO is not ineligible to receive the specified contract and acknowledges that the PO may be terminated and payment withheld if this certification is inaccurate.

17. By signature hereon, Vendor represents and warrants that all articles and services quoted in response to this RFO meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law and its regulations in effect or proposed as of the date of this solicitation.

18. By signature hereon, Vendor represents and warrants its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

19. By signature hereon, Vendor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA).
20. By signature hereon, in accordance with Section 2155.4441, Texas Government Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
21. By signature hereon, Vendor represents and warrants that CCG's payments to Vendor and Vendor receipt of appropriated or other funds under any PO resulting from this RFO are not prohibited by Section 556.005 or Section 556.008, Texas Government Code.
22. By signature hereon, Vendor represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
23. Under Section 2155.006(b), Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, Vendor certifies that the individual or business entity named in the Offer is not ineligible to receive the specified contract and acknowledges that any PO resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.
24. By signature hereon and by checking or initialing either Subsection (a) or Subsection (b), as applicable, Vendor represents and warrants the following:
 - (a) _____ Vendor represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Vendor or any of the individuals or entities included in Section 1 of this document that would or could impair Vendor performance under any PO resulting from this RFO, relate to the solicited or similar goods or services, or otherwise be relevant to the agency's consideration of Vendor Offer. Vendor represents and warrants that it is not aware of any such court or governmental agency actions, proceedings or investigations, etc. against Vendor or any of these individuals or entities within the five (5) calendar years immediately preceding the submission of Vendor Offer in response to this RFO. In addition, Vendor represents and warrants that it shall notify the CCG in writing within five (5) business days of any changes to the representations or warranties in this Subsection (a) and understands that failure to so timely update the CCG shall constitute breach of contract and may result in immediate termination of the PO.
 - (b) _____ Vendor is unable to make the representation and warranty in Subsection (a) above and instead represents and warrants that it has included as a detailed attachment in its Offer, which expressly references this Subsection (b), a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc., and specifically addresses whether any of such past, pending or threatened actions, proceedings or investigations, etc., would or could (1) impair Vendor performance under any PO resulting from this RFO; (2) relate to the solicited or similar goods or services; or (3) be otherwise relevant to the agency's consideration of Vendor Offer. In addition, Vendor represents and warrants that it shall notify the CCG in writing within five (5) business days of any changes to the representations or warranties in this Subsection (b) or attachments in response to Subsection (b) and understands that failure to so timely update the CCG shall constitute breach of contract and may result in immediate termination of the PO.

Vendor understands that an Offer returned without the appropriate checked or initialed representation and warranty and the detailed attachment required in Subsection (b), when applicable, may be automatically disqualified.

25. By signature hereon, Vendor represents and warrants that it has read and agrees to all terms and conditions of this RFO, unless Vendor specifically takes an exception and offers an alternative provision in Vendor Offer as provided in Section II of this RFO.

Authorized signatory on behalf of Vendor must complete and sign the following:

Authorized Signature

Date Signed

Title of Authorized Signature

Phone Number

Company Name

Fax Number

Federal Employer Identification Number

E-Mail Address

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

IMPORTANT NOTICE: IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN ONE INK ORIGINAL OF THIS FULLY COMPLETED AND SIGNED ATTACHMENT, YOUR RESPONSE MAY BE DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS, EVEN IF ALL OTHER MINIMUM QUALIFICATIONS, LETTERS AND EXHIBITS ARE FULLY COMPLETED, SIGNED AND RETURNED. IN THE OFFER MARKED "ORIGINAL", VENDOR SHALL ENSURE BOTH FULL COMPLETION AND ORIGINAL INK SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF VENDOR.

EXHIBIT D: Conflict of Interest/Disclosures

This attachment is prepared exclusively for RFO#CCG-CALIR-2010-002 issued April 1, 2010. Vendor's use and submission of any other attachments or documents, including prior year attachments, appendices or exhibits, exhibits from other agency or state solicitations, etc., may not include all substantive information, such as updated representations and warranties, required for a qualifying response to this solicitation and may result in disqualification of the response.

Conflicts of Interest; Disclosures. Vendor shall disclose in its Offer any actual or potential conflicts of interest in Vendor's provision of the items in this RFO and under any resulting PO. In its Offer, Vendor shall identify all employees and include all of the following information, as applicable, for each:

- Names and dates of past or present employment of Vendor's employees currently employed or previously employed by CCG or any other Texas State agency:

- Names and dates of past or present employment of relatives of Vendor's employees currently employed or previously employed by CCG or any other Texas State agency:

- Names of any current or former employees of CCG or any other Texas State agency with any financial interest in Vendor:

- Names of any current or former executive head of a Texas State agency that is currently employed by Vendor:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Vendor: _____

Date of Employment with Vendor: _____

In addition, Vendor shall provide the information in (a), (b), (c), and (d) above throughout the term of any PO resulting from this RFO prior to assignment of any employees to the PO.

CCG shall screen Vendor’s employees for any actual or potential conflict of interest. Vendor represents and warrants that it will not use, in its performance under the PO, the services of any employee/subcontractor who is prohibited by applicable statues, regulations or policies from providing services to or receiving compensation from CCG under any PO resulting from this RFO. Vendor or Vendor’s employee who knowingly falsifies information under this Section shall be for immediate termination and other penalties under the PO and applicable law.

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Personnel

Title of Authorized Personnel

IMPORTANT NOTICE: IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN ONE INK ORIGINAL OF THIS FULLY COMPLETED AND SIGNED ATTACHMENT, YOUR RESPONSE MAY BE DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS, EVEN IF ALL OTHER MINIMUM QUALIFICATIONS, LETTERS AND EXHIBITS ARE FULLY COMPLETED, SIGNED AND RETURNED. IN THE OFFER MARKED “ORIGINAL”, VENDOR SHALL ENSURE BOTH FULL COMPLETION AND ORIGINAL INK SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF VENDOR.

EXHIBIT E: Criminal Conviction Certification

This attachment is prepared exclusively for RFO RFO#CCG-CALIR-2010-002 issued April 1, 2010. Vendor's use and submission of any other attachments or documents, including prior year attachments, appendices or exhibits, exhibits from other agency or state solicitations, etc., may not include all substantive information, such as updated representations and warranties, required for a qualifying response to this solicitation and may result in disqualification of the response.

THIS CRIMINAL CONVICTION CERTIFICATION FORM IS INCORPORATED AS PART OF VENDOR'S OFFER AND ANY PO RESULTING FROM THIS RFO FOR ALL PURPOSES.

Vendor represents and warrants that it shall comply with all of the following requirements:

Vendor shall take appropriate steps and perform due diligence -- at a minimum, as described in this Section VIII -- to become informed as to each assigned employee's felony criminal convictions, if any, and shall promptly inform CCG's Contract Administrator of any such felony criminal convictions for any assigned employee. At a minimum, Vendor shall take these appropriate steps and perform due diligence at each of these three (3) intervals: (1) within the seven (7) business days immediately prior to submission of Vendor's Offer; (2) within the seven (7) business days prior to the proposed effective date of any renewal or extension of any PO resulting from this RFO; and (3) within the seven (7) business days prior to requesting approval for assignment of a new employee (such as a substitute employee). Vendor shall inform CCG in writing within three (3) business days of Vendor's receipt of any information on any felony convictions of assigned employees obtained from any of these steps at any of these intervals.

At each of the above three (3) intervals, Vendor shall take minimum steps to review and perform due diligence of every assigned employee's criminal history. Vendor's minimum steps shall include, at a minimum, (1) Vendor's compliance with Vendor's published employee policies and procedures for background and criminal checks of Vendor's employees and (2) Vendor's comprehensive search of the public information portion of an online criminal conviction database, such as the DPS criminal conviction database at:

https://records.txdps.state.tx.us/dps_web/Portal/index.aspx. If such DPS criminal conviction database is not appropriate for a particular assigned employee, Vendor shall submit with its Offer, its renewal or extension, or with its request for assignment, as appropriate, sufficient documentation that an equivalent or more extensive search was conducted and that the alternative is appropriate for that assigned employee.

Upon request by CCG, Vendor shall provide to CCG, no later than five (5) business days after receiving such request, the written results of these minimum steps for all assigned employees.

For purposes of this Section VIII, "assigned employees" includes, without limitation, all employees or personnel, for example, who will or may (1) be assigned as lead or key employees or personnel under any PO resulting from this RFO; (2) interact on-site at CCG's premises with any CCG personnel, assets, records or resources in connection with any PO resulting from this RFO; or (3) otherwise access or interact with any assets, records or resources of CCG in connection with any PO resulting from this RFO.

By signing this form and initialing the appropriate space, Vendor represents and warrants that it took the above minimum steps and performed due diligence as required by this Section VIII to become informed as to each assigned employee's felony convictions. If one or more proposed individuals have felony convictions, Vendor

shall describe the nature and timing of each conviction in a separate letter as part of Vendor's Offer (and in its renewal or extension, request for assignment, etc., as appropriate).

If CCG becomes aware that the completed certification form is false, or if Vendor fails to promptly advise CCG of a felony criminal conviction occurring after the certification becomes effective, Vendor shall be in breach of any PO resulting from this RFO and CCG shall have the option to terminate the PO without further obligation to Vendor and may pursue all other remedies and rights available to CCG under any PO resulting from this RFO, at law, or in equity.

Vendor shall have an authorized company representative initial and sign this document in the blanks provided below, and shall return the initialed and signed form along with the other required paperwork with its Offer (and as appropriate, its renewal or extension, or with its request for assignment).

Vendor shall indicate, by initialing in the space provided to the left of Items 1-3 below, its intent to comply with these provisions. Vendor shall initial Item 2 in any case and either initial Item 1 or 3 as applicable. Additionally, Vendor shall sign, date, and provide the title of the person executing this Criminal Conviction Certification on its behalf in the space provided below at the end of this document.

1. _____ Vendor represents and warrants that it performed all minimum steps and due diligence described in this Section VIII and that all currently assigned employees and all employees proposed for assignment have no felony criminal convictions. (If Vendor cannot make this unqualified representation and warranty, Vendor shall initial blank #3 below and provide the detailed letter as an attachment to this Section VIII, detailing and explaining any such convictions.)

2. _____ Vendor represents and warrants that it shall notify CCG's Contract Administrator in writing if any future proposed employee (for example, a substitute or other newly assigned employee) has any felony criminal conviction or if any information for any previously assigned employee has changed, no later than three (3) business days prior to such proposed employee's proposed assignment starting date or no later than three (3) business days after Vendor's receipt of such changed information, whichever is applicable.

3. _____ Vendor represents and warrants that it performed all minimum steps and due diligence described in this Section VIII and that all currently assigned employees and all employees proposed for assignment have no felony criminal convictions except those noted on the attached separate letter. Vendor represents and warrants that it has attached a separate letter with this Section VIII and that the attached detailed information describes the nature and timing of each felony conviction for each employee listed.

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative

Title of Authorized Representative

IMPORTANT NOTICE: IF YOUR RESPONSE TO THIS SOLICITATION DOES NOT CONTAIN ONE INK ORIGINAL OF THIS FULLY COMPLETED AND SIGNED ATTACHMENT, YOUR RESPONSE MAY BE DISQUALIFIED FOR FAILURE TO COMPLY WITH THE ADVERTISED SPECIFICATIONS, EVEN IF ALL OTHER MINIMUM QUALIFICATIONS, LETTERS AND EXHIBITS ARE FULLY COMPLETED, SIGNED AND RETURNED. IN THE OFFER MARKED “ORIGINAL”, VENDOR SHALL ENSURE BOTH FULL COMPLETION AND ORIGINAL INK SIGNATURE BY AN AUTHORIZED REPRESENTATIVE OF VENDOR.