



Public Utility Commission of Texas

Texas SmartBuy PO # 25137580

Business Unit # 47300

Purchase Order # 25-0000540

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**Payment Terms:** NET30 **Freight Terms:** FOB Shipping **Ship Via:** US Mail First Class **PCC:** X **PO Date:** 05/14/2025 **PO End Date:** 08/31/2025 **PO Method:** DG **Dispatch:** Dispatch Via Print **Rev Dt:**

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

**Vendor:** MCCOY-ROCKFORD, INC. DBA  
211 E RIVERSIDE DR  
AUSTIN TX 78704-1203  
United States

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

**Ship To Attention:** Cynthia G Guerrero

**Vendor ID:** 1274402329 7 018

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

**Purchaser:** Casey N Greene  
**Phone:**

**Fax:**

**Bill To Fax:**

**Email:** Casey.Greene@puc.texas.gov

**Bill To Email:** payables@puc.texas.gov

**PO Information:**

PO FOR PAYMENT PURPOSES ONLY, DO NOT SEND TO VENDOR  
SMARTBUY PO# 25137580

TXMAS-24-42504

Approved TCI Waiver F25-587

Best Value award in accordance with Texas Gov. Code, Title 10, Subtitle D, Chapter 2155, Section 2155.074. Price does not exceed TXMAS contract price and ability to meet the required delivery date

Quote 264428 attached

RISING DESKS FOR DAVIDA DWYER, ROSALIE BRENHAM AND JAY STONE  
CUBICLE DOORS FOR STAFF IN HUMAN RESOURCES AND THREE STAFF IN OPDM  
QUOTE INCLUDES INSTALLATION

**Ship to Comments:**

Line-Sch:	Line Description:	PCA:	Class/Item:	Quantity:	UOM:	Unit Price:	Extended Amt:	Due Date:
1-1	RISING DESKS AND CUBICLE DOORS	43802	425/48	1.0000	EA	\$12,014.34000	\$12,014.34	05/14/2025
							<b>Schedule Total</b>	\$12,014.34
								<b>ReqID:</b> REQ0008450
								<b>Item Total for Line # 1</b>
								\$12,014.34

**Total PO Amount** \$12,014.34

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



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The following terms and conditions, together with the attached purchase order (PO), constitute the contract between the parties and supersede and merge all prior discussions, writings, negotiations, understandings, and agreements. Any term or condition not specifically incorporated in the PO or this attachment is void and has no effect.

1. **Amendments and Modifications.** This contract may not be amended or modified in any manner except by written instrument executed by authorized representatives of the parties in accordance with the terms of this contract.
2. **Americans with Disabilities Act.** Contractor represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.
3. **Antitrust Affirmation.** Contractor represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such a firm, corporation, or institution has: (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of this contract to any competitor or any other person engaged in the same line of business as Contractor.
4. **Assignment.** Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the PUCT. Any attempted assignment in violation of this provision is void and without effect.
5. **Binding Effect.** The contract shall be binding upon and shall inure to the benefit of the PUCT and Contractor and to their representatives, successors, and assigns.
6. **Buy Texas Affirmation.** In accordance with Section 2155.4441 of the Texas Government Code, Contractor 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.
7. **Change in Law and Compliance with Laws.** Contractor shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services and products required by the contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. The PUCT reserves the right, in its sole discretion, to unilaterally amend the contract throughout the term of the contract to incorporate any modifications necessary for the PUCTs compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.
8. **Child Support Obligation Affirmation.** Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the contract and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate in addition to other remedies set out in section 231.006(f).
9. **Cloud Computing State Risk and Authorization Management Program (TX-RAMP).** If applicable, and pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.
10. **Compliance with Executive Order GA 48.** In accordance with Executive Order GA 48, Contractor certifies that it, and if applicable, any of Contractors holding companies or subsidiaries, is not: (a) Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or (b) Listed in Section 1260H of the 2021 NDAA; or (c) Owned by the government of a country on the U.S. Department of Commerces foreign adversaries list under 15 C.F.R. § 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerces foreign adversaries list under 15 C.F.R. § 791.4.
11. **Computer Equipment Recycling Program.** If applicable, Contractor certifies its compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
12. **Conflicts.** Contractor agrees to abide by the requirements of and policy directions provided by the Texas statutes and the rules and regulations of the PUCT. Contractor agrees to inform and consult with the PUCT when further interpretations or directions are needed in order to fully implement the rules and regulations of the PUCT. In the event that Contractor becomes aware of inconsistencies between this contract and a Texas statute or PUCT rule, Contractor will so advise the PUCT immediately and will cooperate fully to revise applicable provisions of this contract, as necessary.
13. **Contracting Information Responsibilities.** If applicable, Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Texas Government Code, may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
14. **Contractor Responsibility.** Contractor agrees to comply with all state and federal laws applicable to the liability and payment of Contractor and Contractors employees, including laws regarding wages, taxes, insurances, and workers compensation. Neither the PUCT nor the State of Texas will be liable to the Contractor, its employees, agents, or others for the provision of unemployment insurance or workers compensation or any benefit available to a state employee.
15. **COVID-19 Vaccine Passport Prohibition.** Under Section 161.0085 of the Texas Health and Safety Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract.



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16. Critical Infrastructure Affirmation. If applicable, and pursuant to Texas Government Code Section 2275.0102, Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code Section 2275.0103; or (2) headquartered in any of those countries.
17. Cybersecurity Training. If applicable, Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
18. Damage to Governmental Property. In the event of loss, destruction, or damage to any PUCT or State of Texas property by Contractor or Contractors employees, agents, subcontractors, and suppliers, Contractor shall be liable to the PUCT and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property. Contractor will reimburse the PUCT and the State of Texas for such property damage within ten (10) calendar days after the Contractors receipt of the agencies notice of amount due.
19. Data Management and Security Controls. If applicable, and in accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the PUCT as evidence of Contractors compliance with the required controls.
20. Dealings with Public Servants Affirmation. Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract.
21. Debts and Delinquencies Affirmation. Contractor agrees that any payments due under the contract shall be applied towards any debt or delinquency that is owed to the State of Texas.
22. Disaster Recovery Plan. If requested, and in accordance with 13 Texas Administrative Code § 6.94(a)(9), Contractor shall provide to the PUCT the descriptions of its business continuity and disaster recovery plans.
23. Disclosure of Interested Parties. Contractor represents and warrants that if applicable, it will submit to the PUCT a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
24. Disclosure of Prior State Employment. If applicable, and in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Contractor certifies that it does not employ an individual who has been employed by the PUCT or another agency at any time during the two years preceding the contract or, in the alternative, Contractor has disclosed the following: (i) the nature of the previous employment with the PUCT or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.
25. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the contract.
26. Drug Free Workplace Policy. Contractor must comply with the applicable provisions of the Drug-Free Work Place Act of 1988, 41 U.S.C. § 8102, et seq., and 48 CFR § 52.223-6 Drug-Free Workplace and maintain a drug-free work environment. The requirements of the Drug Free Workplace Act and the rules interpreting it are incorporated by reference and Contractor must comply with the relevant provisions thereof, including any amendments that may hereafter be issued.
27. Energy Company Boycotts. If Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. If Contractor does not make that verification, it must so indicate and state why the verification is not required.
28. Entities that Boycott Israel. If Contractor is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that it does not boycott Israel and will not boycott Israel during the term of the contract. If Contractor does not make that certification, it must so indicate and state why the certification is not required.
29. E-Verify Program. If applicable, Contractor certifies that for contracts for services, it shall utilize the U.S. Department of Homeland Securitys E-Verify system during the term of the contract to determine the eligibility of: (i) all persons employed by Contractor to perform duties within Texas; and (ii) all persons, including subcontractors, assigned by Contractor to perform work pursuant to the contract within the United States of America.
30. Excess Obligations Prohibited. The contract is subject to termination or cancellation, without penalty to the PUCT, either in whole or in part, subject to the availability of state funds.
31. Excluded Parties. Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, published by the United States Department of the Treasury, Office of Foreign Assets Control.
32. Executive Head of a State Agency Affirmation. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not: (1) the executive head of the PUCT; (2) a person who at any time during the four years before the date of the contract was the executive head of the PUCT; or (3) a person who employs a current or former executive head of the PUCT.
33. Export Laws. Contractor represents, warrants, agrees, and certifies that it: (a) will comply with the United States Foreign Corrupt Practices Act



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(regarding, among other things, payments to government officials) and all export laws and rules and regulations of the United States Department of Commerce or other United States or foreign agency or authority; and (b) will not knowingly permit any non-party to directly or indirectly, import, export, re-export, or transship any intellectual property or any third party materials accessed by Contractor during the course of this contract in violation of any such laws, rules, or regulations.

34. False Statements. Contractor represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the contract.

35. Financial Participation Prohibited Affirmation. Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

36. Firearm Entities and Trade Associations Discrimination. If Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If Contractor does not make that verification, Contractor must so indicate and state why the verification is not required.

37. Force Majeure. Neither party shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

38. Foreign Terrorist Organizations. Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

39. Former Agency Employees. If applicable, Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the PUCT during the twelve (12) month period immediately prior to the date of execution of the contract.

40. General Compliance. Contractor must comply with all federal, state, and local laws, executive orders, regulations, and rules applicable at the time of performance. Contractor warrants that all services hereunder will have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which they are subject. Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities. Contractor further represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

41. Governing Law and Venue. The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the PUCT.

42. Human Trafficking Prohibition. Under Section 2155.0061 of the Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

43. Indemnification. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND THE PUCT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND THE PUCT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

44. Independent Contractor. Contractor and Contractors employees, representatives, agents, subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the contract. Neither party is an agent of the other and neither may make any commitments on the other party's behalf. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Contractor shall have no claim against the PUCT for vacation pay, sick leave, retirement benefits, social security, workers compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between the parties.

45. Legal and Regulatory Actions. Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency



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actions, proceedings or investigations, etc., pending or threatened against Contractor within the five (5) calendar years immediately preceding execution of the contract that would or could impair Contractors performance under the contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Contractors performance under the contract to the PUCT prior to execution of the contract. In addition, Contractor represents and warrants that it shall notify the PUCT in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update the PUCT shall constitute breach of contract and may result in immediate termination of the contract.

46. Lobbying Prohibition. Contractor represents and warrants that the PUCTs payments to Contractor and Contractors receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

47. Media Releases. Contractor shall not use the PUCTs name, logo, or other likeness in any press release, marketing material, or other announcement without the PUCTs prior written approval. The PUCT does not endorse any vendor, commodity, or service. Contractor is not authorized to make or participate in any media releases or public announcements pertaining to the procurement, the response, this contract, or the services to which they relate without the PUCTs prior written consent, and then only in accordance with explicit written instructions from the PUCT. Contractor will promptly refer all inquiries regarding this contract received from state legislators, other public officials, the media, or anyone else not a party to this contract to the PUCT contract administrator.

48. Minimum Insurance. Contractor must, at its sole cost and expense, secure and maintain, from the effective date of this contract and thereafter during the term of this contract and any renewals or extensions thereof, for its own protection and the protection of the PUCT and the State of Texas, sufficient commercial liability insurance; automobile liability coverage for vehicles driven by Contractors employees; workers compensation insurance; and cyber incident coverage. The PUCT and the State of Texas must be named an additional insured on the commercial liability and automobile policies. Insurance coverage must be from companies licensed by the State of Texas to provide insurance with an A rating from A.M. Best and authorized to provide the corresponding coverage.

49. No Conflict of Interest. Contractor represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

50. No Felony Criminal Convictions. Contractor represents and warrants that neither Contractor, nor any of its employees, agents, or representatives, including any subcontractors and employees, agents or representatives of such subcontractors, that will be providing goods or services under this contract has been convicted of a felony criminal offense, or that if such a conviction has occurred, Contractor has fully advised the PUCT of the facts and circumstances surrounding the conviction.

51. No Implied Waiver. The failure of a party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

52. No Third-Party Beneficiaries. Nothing contained in the contract, either expressed or implied, is intended to confer on any person other than the parties, or their respective permitted successors, assigns, transferees or delegates, any interests, rights, remedies, obligations or liabilities pursuant to, or by reason of, this contract.

53. Non-Exclusivity. Nothing in this contract is intended nor will be construed as creating any exclusive arrangement between Contractor and the PUCT. This contract will not restrict the PUCT from acquiring any similar, equal, or like goods or services from other entities or sources. Further, the PUCT makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the contract.

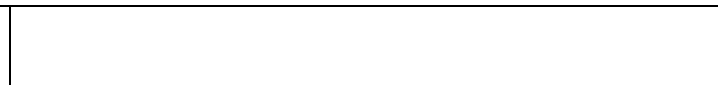
54. Notice of Conflict. Contractor agrees to promptly notify the PUCT of any circumstance that may create a real or perceived conflict of interest, whether arising prior to or during the term of the contract. Contractor agrees to use its best efforts to resolve any real or perceived conflict of interest to the satisfaction of the PUCT. If Contractor fails to do so, it will be grounds for termination of this contract for cause.

55. Ownership. Except for materials where any intellectual property rights are vested in a third party, such as software or hardware, in which case such rights remain the property of the third party, all finished materials, deliverables, conceptions, or products created or prepared for or on behalf of the PUCT and purchased by the PUCT, or on behalf of the PUCT, that the PUCT has accepted as part of the performance of services hereunder, will be the PUCTs property exclusively and will be given to the PUCT either at the PUCTs request during the term of the contract or upon termination or expiration of the contract. Notwithstanding the foregoing, materials created, prepared for, or purchased exclusively by the PUCT or on behalf of the PUCT are the PUCTs exclusive property regardless of whether delivery to the PUCT is effectuated during or upon termination or expiration of this contract.

56. Prime Vendor Contract. The parties expressly agree that this contract is intended to constitute a prime vendor contract, with Contractor serving as the prime vendor. Contractor acknowledges and agrees that it is fully liable and responsible for timely, complete delivery of the good or services described in this contract, notwithstanding the engagement of any subcontractor to perform an obligation under this contract.

57. Prior Disaster Relief Contract Violation. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

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







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59. Prohibited Compensation. Contractor has not received compensation from the PUCT, or any agent, employee, or person acting on the PUCTs behalf, for participation in the preparation of this contract.

60. Prohibited Employment. Contractor agrees that it will not hire any person whose employment with Contractor would violate any of the employment restrictions in Texas Government Code Chapter 572 or Texas Utilities Code Chapter 12.

61. Prohibition on Transactions with Parties Adverse to the PUCT. Contractor agrees that during the term of this contract and any extensions or renewals thereof, it will neither provide contractual services nor enter into any agreement, oral or written, to provide services to a person or organization that is regulated or funded by the PUCT or that has interests that are directly or indirectly adverse to those of the PUCT. The PUCT may waive this provision in writing if, in the PUCTs sole judgment, such activities of the Contractor will not be adverse to the interests of the PUCT.

62. Program Information. Program information, data, and details relating to Contractors services under this contract must be maintained separately from Contractors other activities. Contractor must undertake all reasonable care and precaution in the handling and storing of this information.

63. Prompt Payment. All payments to Contractor, any payments by Contractor to any subcontractor, and any payments by a subcontractor to any other person or entity that provides goods or services under this contract must be made in compliance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code § 20.487.

64. Public Information Act. Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the Texas Public Information Act). The PUCT will comply with the Texas Public Information Act as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with the solicitation of, or this resulting contract, may be subject to public disclosure pursuant to the Texas Public Information Act.

In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

The parties acknowledge that not all terms of this contract may be confidential under the Texas Public Information Act, regardless of whether those terms are marked "Proprietary," "Trade Secret," or "Confidential." The PUCT will notify Contractor of requests for Contractors information as required under the Texas Public Information Act. If information created or exchanged with the state pursuant to this contract is excepted from disclosure under the Texas Public Information Act, Contractor will not be required to make the information available to the public but may be required to facilitate the PUCTs provision of the information to the Texas Attorney General for a decision on the informations confidentiality. The PUCT has no duty or responsibility to argue a defense of confidentiality to Contractors information or data; it will be Contractors sole responsibility to do so.

65. Records Retention. Contractor shall maintain and retain all records relating to the performance of the contract, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records must be maintained and retained by Contactor for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Contractor must make all records available to the PUCT, PUCTs designee, or the State Auditor during normal business hours with reasonable notice, upon the request of the PUCT contract administrator.

66. Refund. Contractor will promptly refund or credit within thirty calendar days any funds erroneously paid by PUCT which are not expressly authorized under the contract.

67. Release of Claims. Contractors acceptance of payment releases the PUCT of all claims for compensation owed in connection with this contract.

68. Remedies for Breach. All remedies available to the PUCT for breach or anticipatory breach of this contract by Contractor are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy to the exclusion of other remedies. Actual damages, cost projections, and injunctive relief may also be invoked either separately or combined with any other remedy in accordance with applicable law.

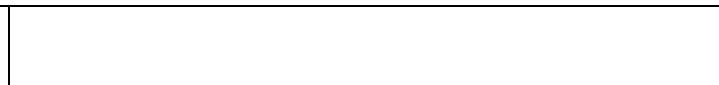
69. Restricted Employment for Certain State Personnel. Pursuant to Section 572.069 of the Texas Government Code, Contractor certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiation for the PUCT involving Contractor within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

70. Risk of Loss. The risk of loss for all items to be furnished hereunder will remain with Contractor until the items are delivered to and accepted by the PUCT, at which time the risk of loss will pass to the PUCT.

71. Sole Compensation. Payments under the contract are Contractors sole compensation. Contractor must not incur expenses not contemplated under the applicable Statement of Work with the expectation that the PUCT, the State of Texas, or any other agency of the State of Texas will pay the expense.

72. Sole Responsibility. Contractor is solely responsible for the quality and timeliness of the work produced by any subcontractors that Contractor may engage to provide services hereunder and for the timely payment for all work produced by all subcontractors that the PUCT accepts in accordance with the terms of this contract.

73. Sovereign Immunity. Nothing in the contract shall be construed as a waiver of the PUCT or the States sovereign immunity. This contract shall not





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constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the PUCT or the State of Texas under the contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The PUCT does not waive any privileges, rights, defenses, or immunities available to the PUCT by entering into the contract or by its conduct prior to or subsequent to entering into the contract.

74. State Auditors Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

75. Substitutions. Substitutions are not permitted without written approval of the PUCT.

76. Suspension and Debarment. Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

77. Taxes. Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. The PUCT will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. The PUCT shall not be liable for any taxes resulting from the contract.

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

79. Termination for Cause. If Contractor fails to provide the goods or services contracted for according to the provisions of the contract or fails to comply with any terms or conditions of the contract, the PUCT may serve upon Contractor written notice requiring Contractor to cure such default. Unless within thirty (30) days after receipt of said notice by Contractor, said default is corrected or arrangements satisfactory to the PUCT, as applicable, for correcting the default have been made by Contractor, the PUCT may terminate this contract for default and will have all rights and remedies provided by law and under this contract. The PUCT will not be liable for any damages or loss to Contractor as a result of termination for cause.

80. Termination for Convenience. The PUCT reserves the right to terminate the contract at any time, in whole or in part, without cost or penalty, by providing thirty (30) calendar days advance written notice, if the PUCT determines that such termination is in the best interest of the State. In the event of such a termination, Contractor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The PUCT shall be liable for payments limited only to the portion of work the PUCT authorized in writing and which Contractor has completed, delivered to the PUCT and which has been accepted by the PUCT. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. The PUCT shall have no other liability, including no liability for any costs associated with the termination.

81. Trademark Ownership. Contractor hereby acknowledges and agrees that trademarks owned by the PUCT remain the exclusive property of the PUCT, that all right, title, and interest in and to the trademarks are exclusively held by the PUCT, and all goodwill associated with such trademarks inures solely to the PUCT.

82. Unfair Business Practices. Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit, and that Contractor has not been found to be liable for such practices in such proceedings. Contractor 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 that such officers have not been found to be liable for such practices in such proceedings.

83. Use of State Property. Contractor is prohibited from using State Property for any purpose other than performing services authorized under the contract. State Property includes, but is not limited to, the PUCT's office space, identification badges, agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any agency-issued software, and the PUCT Virtual Private Network (VPN client)), and any other resources of agency. Contractor shall not remove State Property from the continental United States. In addition, Contractor may not use any computing device to access PUCT's network or e-mail while outside of the continental United States. Contractor shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Contractor, Contractor shall be responsible for (i) all repair and replacement charges incurred by the PUCT that are associated with loss of State Property or damage beyond normal wear and tear; and (ii) all charges attributable to Contractor's use of State Property that exceeds the contract scope. Contractor shall



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fully reimburse such charges to the PUCT within ten (10) calendar days of Contractors receipt of the PUCTs notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to the PUCT under contract, at law, or in equity.

84. Use of Subcontractors. Subcontracts, if any, entered into by the Contract shall be in writing and be subject to the requirements of the contract. Should Contractor subcontract any of the services required in the contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the PUCT is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve Contractor of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

Contractor will notify the PUCT contract administrator of any proposed subcontract and will work with the PUCT HUB Coordinator to procure such other subcontractor and to submit appropriate subcontractor selection documentation for approval prior to engaging any other subcontractor, such approval not to be unreasonably withheld. Any subcontract not contemplated at the initiation of this contract and any subsequent substitution of a subcontractor must be approved by the PUCT through written amendment.

85. Warranty of Performance. Contractor represents, warrants, and covenants that it will perform the services contemplated under the applicable Statement of Work in a professional and workmanlike manner, consistent with professional standards of practice in the professional industry.

86. Workers Compensation. Contractor agrees that it will be in compliance with applicable state workers compensation laws throughout the term of this contract and any renewals or extensions thereof.