

OFFICE OF COURT ADMINISTRATION

PURCHASE ORDER

205 WEST 14TH STREET, SUITE 600

AUSTIN, TEXAS 78701

TELEPHONE: (512) 463-1625 FAX: (512) 463-1648

STATE OF TEXAS - AGENCY #212

PURCHASE ORDER NUMBER: **212190753**

PO NUMBER MUST APPEAR ON ALL SHIPPING PAPERS AND INVOICES.

ORDER DATE: 7/1/2019

VENDOR:	SHIP TO:	INVOICE TO:
GARTNER, INC. PO Box 911319 Dallas, TX 75391-1319 VID 1043099750	OFFICE OF COURT ADMINISTRATION ATTN: Thomas Sullivan 205 W. 14th Street STE 600 Austin, TX 78701	OFFICE OF COURT ADMINISTRATION ATTN: ACCOUNTS PAYABLE POB 12066 AUSTIN TX 78711-2066 accountspayable@txcourts.gov

ITEM	DESCRIPTION/SPECIFICATIONS	QTY	UNIT	UNIT PRICE	EXTENSION
	PCC: I CLASS & ITEM: 958-77				
1	Project Setup	1	Lot	\$25,000.00	\$25,000.00
2	Requirements Gathering	1	Lot	\$190,000.00	\$190,000.00
3	Texas Project Delivery Framework Documents	1	Lot	\$65,000.00	\$65,000.00
4	Request for Offer Construction	1	Lot	\$130,000.00	\$130,000.00
5	Request for Offer Coordination and Evaluation	1	Lot	\$205,000.00	\$205,000.00
6	Contract Negotiation	1	Lot	\$85,000.00	\$85,000.00
7	Project Closeout	1	Lot	\$45,000.00	\$45,000.00
	Blended Hourly Rate: \$390/HR Term: PO issuance date through 8/31/20 Reference Statement of Work, Addendum to SOW, Vendor Technical Proposal, and Vendor Cost Proposal. DIR-TSO-4030.				
SUBTOTAL					\$745,000.00
FREIGHT, FOB DESTINATION					
TOTAL					\$745,000.00

GENERAL TERMS: All terms and conditions set forth in our bid invitation or request for offers become a part of this contract. The dispute resolution process mandated by Chapter 2260 of the Texas Government Code must be used to resolve any dispute arising under this contract. Under Section 231.006, Family Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Under Section 2155.004, Government Code, the vendor 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. **DELIVERY:** All items will be shipped FOB DESTINATION unless otherwise specified on this order. **STATE SALES TAX EXEMPTION CERTIFICATE:** The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. Excise tax exemption certificate is available upon request.

PAYMENT TERMS: 30 days after the later of: 1) the date OCA receives the goods under the contract; or 2) the date the performance of the service under the contract is completed; or 3) the date OCA receives an invoice for the goods or services. Texas Government Code, Section 2251.021.

NOTES: All electrical items must meet all applicable OSHA standards & regulations, and bear the appropriate listing from UL, FRMC or NEMA.

Authorized by: Paula Garner CTPM, CTCM

Date: 7/1/2019

**STATEMENT OF WORK (SOW)
FOR
DELIVERABLES-BASED INFORMATION
TECHNOLOGY SERVICES**

***Statewide Electronic Filing, Document
Access, Redaction, and Forms
Assembly***

IT Procurement Assistance

Office of Court Administration

03/19/19

**Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly
IT Procurement Assistance
Office of Court Administration**

1. INTRODUCTION

This statement of work is for IT procurement assistance for Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly. The Office of Court Administration (OCA) is seeking a Vendor that can provide services to:

- Assist with the creation of documentation needed for the approval a Major Information Resource Project (“MIRP”).
- Create a Request For Offer (“RFO”) including a scoring matrix.
- Coordinate the publication, pre-bid conference, answering of vendor questions, and evaluation of the RFO.
- Assist with the negotiation of the contract with the selected vendor.
- Ensure that all State of Texas laws regarding contracting and procurement are met.

2. BACKGROUND

The background information here is intended to give respondents the ability to gauge the size and complexity of the deliverables. The awarded vendor will be given access to additional detailed information related to the current systems and history as part of performing IT procurement assistance services.

2.1. EXISTING SYSTEM

The existing electronic filing system is currently provided by a single vendor and is comprised of:

- State-sponsored electronic filing service provider (“EFSP”)
- Electronic filing manager (“EFM”) with both manual download and integrated capabilities
- Automated programming interfaces (“APIs”)
 - to allow third parties to communicate and receive communications from the EFM,
 - to allow the local Case Management Systems (“CMS”) to communicate and receive communications from the EFM and document access system
- Automated downloads of court case filings for those not wanting to use the APIs
- Document access system with role-based security and case-type based security
- Forms Assembly module that provides interviews, collects data, assembles the data into legal forms, and communicates to the EFM to electronically file the forms (This module also provides the ability for OCA to manage forms, interviews and permissions.)
- Redaction component that reviews a document, marks redaction candidates, allows the user to add/modify/delete redaction candidates, burns in the redactions and then returns the redacted document to the calling component
- PCI-Compliant integrated financial processing engine to facilitate payment and distribution of fees
- Support center to provide support to all users of the systems outlined

Relevant system statistics:

- The eFile system has more than 205,000 registered users.

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- eFiling is mandated in both civil and criminal cases for district/county courts and above.
- Each of the 458 clerks choose their own CMS, 351 are integrated with the APIs, 119 with an automated download, and 157 manually downloading filings.
- More than 7.5 million documents are housed in the document access system, with more than 8,000 registered users including judges, clerks, attorneys and the general public.
- All APIs are compliant with ECF 4.01 (national standard for communicating about electronic case filings).

2.2. THE TEXAS JUDICIARY

2.2.1 SUPREME COURT

The Supreme Court of Texas has statewide, final appellate jurisdiction in all civil and juvenile cases. Most of the cases heard by this Court are appeals from an appellate ruling by one of the intermediate Courts of Appeals. The Supreme Court also has the authority to determine certain legal matters over which no other court has jurisdiction and to issue such orders as may be necessary to enforce its jurisdiction and to carry out the responsibilities of the Court.

In addition to its adjudicative functions, the Supreme Court has many administrative duties. The Court makes the rules of practice and procedure governing trials and appeals in civil and juvenile cases in the State, the rules of administration for the Texas Judicial System, and the rules for the Commission on Judicial Conduct, the State Bar of Texas, and other state boards and agencies in the judicial branch of government. An important administrative function of the Supreme Court is the transfer of cases between the 14 Courts of Appeals to obtain a more equal distribution of workload in those courts.

Electronic filing is mandatory in the Supreme Court of Texas for all attorneys, all case types.

2.2.2 COURT OF CRIMINAL APPEALS

The Court of Criminal Appeals has statewide, final appellate jurisdiction in criminal cases and makes rules of post-trial and appellate procedure for criminal cases. Most of the cases heard by this Court are appeals from one of the 14 intermediate Courts of Appeals. An important exception is that appeals in all criminal cases in which the death penalty has been imposed are made directly from the trial court to the Court of Criminal Appeals. This Court has the authority to issue such orders as may be necessary to enforce its jurisdiction and judgments.

Electronic filing is mandatory in the Court of Criminal Appeals for all attorneys, all case types.

2.2.3 INTERMEDIATE APPELLATE COURTS

The 14 Courts of Appeals have intermediate appellate jurisdiction in both civil and criminal cases appealed from district or county courts. Each Court of Appeals has jurisdiction in a specific geographical region of the State. Each Court is presided over by a chief justice and has at least two other justices. The specific number of justices on each Court is set by statute and ranges from three

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to 13. Presently there are 80 justices authorized for these Courts. Appeals in the Courts of Appeals are usually heard by a panel of three justices, unless in a particular case an en banc hearing is ordered, in which instance all the justices of that Court hear and consider the case.

Electronic filing is mandatory in all 14 intermediate appellate courts for all attorneys, all case types.

2.2.4 DISTRICT COURTS (GENERAL JURISDICTION)

The district courts are the trial courts of general jurisdiction of Texas. The geographical area served by each court is established by the Legislature, but each county must be served by at least one district court. In sparsely populated areas of the State, several counties may be served by a single district court, while an urban county may be served by many district courts. District courts have original jurisdiction in all felony criminal cases, divorce cases, cases involving title to land, election contest cases, civil matters in which the amount in controversy (the amount of money or damages involved) is \$200 or more, and any matters in which jurisdiction is not placed in another trial court. While most district courts try both criminal and civil cases, in the more densely populated counties the courts may specialize in civil, criminal, juvenile, or family law matters.

Electronic filing is mandatory in all district courts for all attorneys in civil, family and criminal case types.

2.2.5 CONSTITUTIONAL COUNTY COURTS (LIMITED JURISDICTION)

As provided in the Texas Constitution, each of the 254 counties of the State has a single county court presided over by a county judge. These courts have concurrent jurisdiction with justice of the peace and district courts in civil cases in which the amount in controversy is small. The constitutional county courts generally hear the probate cases filed in the county. They have original jurisdiction over all Class A and Class B misdemeanor criminal cases, which are the more serious minor offenses. These courts usually have appellate jurisdiction in cases appealed from justice of the peace and municipal courts, except in counties where county courts at law have been established. Unless the appeal is one from a designated municipal court of record (trial proceedings are recorded by a court reporter), the appeal takes the form of a trial de novo (a completely new trial). In addition to performing judicial functions, the county judge serves as the administrative head of the county government. In the more populated counties, the administrative duties occupy most of the time of the county judge, and the Legislature has created county courts at law and statutory probate courts to relieve the county judge of most, and in some cases all, of the judicial duties usually performed by that office.

Electronic filing is mandatory in all constitutional county courts for all attorneys in civil and criminal case types.

2.2.6 COUNTY COURTS AT LAW (LIMITED JURISDICTION)

Because the Constitution limits each county to a single county court, the Legislature has created statutory county courts at law in the larger counties to aid the single county court in its judicial

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functions. The legal jurisdiction of the special county-level trial courts varies considerably and is established by the statute which creates the court. The jurisdiction of statutorily-created county courts at law is usually concurrent with the jurisdiction of the county and district courts in the county.

The civil jurisdiction of most county courts at law varies but is usually more than that of the justice of the peace courts and less than that of the district courts. County courts at law usually have appellate jurisdiction in cases appealed from justice of the peace and municipal courts.

Electronic filing is mandatory in all county courts at law for all attorneys in civil, family and criminal case types.

2.2.7 MUNICIPAL COURTS (LIMITED JURISDICTION)

Under its authority to create such other courts as may be necessary, the Texas Legislature has created municipal courts in each of the incorporated cities of the State.

These courts have original and exclusive jurisdiction over violations of city ordinances and, within the city limits, have concurrent jurisdiction with justice of the peace courts over Class C misdemeanor criminal cases where the punishment upon conviction is by small fine only. When city ordinances relating to fire safety, zoning, public health, or sanitation are violated, fines of up to \$2,000 may be charged, when authorized by the governing body of the city. Municipal judges may issue search or arrest warrants. These courts do not have jurisdiction in most civil cases but do have limited civil jurisdiction in cases which involve owners of dangerous dogs.

Although eFiling is available to municipal courts, there are no municipal courts using the existing system.

2.2.8 PROBATE COURTS (LIMITED JURISDICTION)

The Texas Constitution grants the Legislature the authority to determine which Texas courts have jurisdiction over probate matters. The Statutory Probate Courts of Texas are in 10 out of the state's 15 largest metropolitan areas and have original and exclusive jurisdiction over their counties' probate matters, guardianship cases, and mental health commitments. In most counties, the constitutional county court has original probate jurisdiction. In some counties, the Legislature has authorized certain statutorily created county courts to share this original jurisdiction, so that a county court at law will have concurrent jurisdiction over probate matters with the constitutional county court.

The original probate jurisdiction of district courts is limited to those situations in which a contested probate matter is transferred from a constitutional county court and when the Legislature has granted the district court original control and jurisdiction over personal representatives. In the more populated counties, the Legislature has created specialized probate courts (entitled statutory probate courts) to hear probate matters exclusively.

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Thus, depending on the jurisdictional grant by the Legislature, probate matters might be heard in the county court, county court at law, statutory probate court, or district court of a county.

Electronic filing is mandatory in all probate courts for all attorneys in all case types.

2.2.9 JUSTICE COURTS (LIMITED JURISDICTION)

The Texas Constitution requires that each county in the State establish between one and eight justice of the peace precincts, depending upon the population of the county. Also, depending on the population of the precinct, either one or two justice courts are to be established in each precinct.

Justice of the peace courts have original jurisdiction in Class C misdemeanor criminal cases, which are less serious minor offenses. These courts also have jurisdiction over minor civil matters. A justice of the peace may issue search or arrest warrants and may serve as the coroner in counties where there is no provision for a medical examiner. These courts also function as small claims courts.

Electronic filing is available, but not mandatory for justice courts.

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3. PROJECT INFORMATION

3.1. SCOPE

The scope of this project applies to the IT procurement process of a statewide cloud-based electronic filing system, a document access system, a redaction component, and a forms assembly solution and includes:

1. Assisting OCA Project Manager and staff in completing documents from the Texas Project Delivery Framework that are required for all major information resource projects.
2. Assembling requirements for a statewide electronic filing system, statewide document access system, redactions component and forms assembly solution, using input from stakeholder groups of users of the existing electronic filing system, other statewide systems, and OCA subject matter experts.
3. Assisting in submitting and finalizing required Texas Project Delivery Framework Documents with the Department of Information Resources (DIR) and answering any questions necessary for approval.
4. Constructing a Request for Offer (including all attachments/appendices) that can be submitted for bid as well as a template that can be used for future bids.
5. Coordinating the vendor conference, answering of questions, and evaluation of the RFO. Includes development of the RFO scoring matrix and evaluation template.
6. Assisting the OCA team in negotiating the contract with the selected vendor.

3.2. ASSUMPTIONS/CONSTRAINTS

- The selected Vendor will comply with all State of Texas statutes regarding contracting, procurement, and major information resource projects.
- The entire project (through project closeout) must be completed by **August 31, 2020** in order to facilitate funding and to begin the transition from existing systems in a timely manner.

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3.3. ROLES AND RESPONSIBILITIES

Role	Responsibility
OCA Executive Sponsor	<ul style="list-style-type: none"> Approves the project from the business perspective Provides signoff on deliverables designated for their review Approves the project budget Authorizes payment of invoices Resolves policy issues Provides project resources Holds the project team accountable Approves change requests submitted by the project manager Helps steer the project
OCA Technology Sponsor	<ul style="list-style-type: none"> Approves the project from the technical perspective Provides signoff on deliverables designated for their review Reviews the project budget Provides technical project resources Holds the project team accountable Approves change requests submitted by the project manager Helps steer the project
OCA Subject Matter Experts	<ul style="list-style-type: none"> Provides business information to the vendor
OCA Steering Committee	<ul style="list-style-type: none"> Approves the project from the business perspective Resolves policy issues Provides Business Area resources Provides subject matter expertise Identifies business requirements, rules and processes Identifies potential risks/issues and communicates to the project manager Reviews deliverables to ensure they meet project requirements Approves change requests submitted by the project manager Helps steer the project
OCA Project Manager	<ul style="list-style-type: none"> Initiates, plans, controls, and closes the project Develops and maintains project framework deliverables and schedules Manages project to ensure that the project is completed on time, within budget and within scope Identifies and manages potential project risks, opportunities and issues that may impact the project. Communicates project status with stakeholders. Submits change requests to the steering committee. Arranges and runs steering committee meetings
Vendor Project Manager	<ul style="list-style-type: none"> Responsible for accomplishing assigned activities within the project schedule, project costs and project scope Manages Vendor Project Team Identifies and manages potential project risks, opportunities and issues that may impact the project. Communicates project status with the OCA project manager. Ensures that appropriate vendor resources are available to project meetings.

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3.4. DELIVERABLES

3.4.1 PROJECT SETUP

The selected vendor's Project Manager will work with the OCA Project Manager (PM) to provide a project schedule laying out the timelines for the life of the Project. The schedule must be constructed with feedback from OCA and its stakeholders and may require multiple meetings. This also includes setting a communication plan for regular updates and risk/issue updates.

Outcomes:

- Preliminary project schedule, in Microsoft Project format
- Vendor Project Management and Engagement Plan
- Expectation Document per deliverable constructed in collaboration with the OCA Project Manager.
- A kickoff meeting held at a location and time selected by OCA where the Vendor and its staff will be introduced to the OCA project team.
- Preliminary Texas Project Delivery Framework documents required for approval (see Section 3.4.3 for a link to the template documents):
 - Project Plan
 - Acquisition Plan

3.4.2 REQUIREMENTS GATHERING

Gather requirements from existing stakeholders, including (but not limited to) Electronic Filing Service Providers (EFSPs), clerks, filers, trial court IT departments, and OCA IT, and users of other statewide systems, to build the requirements and scope of work to be used as a basis in developing the Texas Project Delivery Framework as well as the RFO. The requirements should be descriptive, but not prescriptive.

Outcomes:

- Work with the OCA PM to determine agreed upon methodology to document and communicate requirements.
- Documentation and meeting minutes from all discussions and feedback from requirements elicitation
- Requirements matrix suitable for use in a RFO and Texas Project Delivery Framework.

3.4.3 TEXAS PROJECT DELIVERY FRAMEWORK DOCUMENTS

Working with the OCA Project Manager, develop, submit, and obtain approval for all documents needed for a major information resource project to execute a request for offer. The Texas Project

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Delivery Framework can be found at: <https://www.dir.texas.gov/View-Resources/Pages/Content.aspx?id=16>

Outcomes:

- Approval by OCA of the following Texas Project Delivery Framework documents:
 - Business Case approved by Quality Assurance Team (QAT)
 - Business Case Workbook
 - Statewide Impact Analysis
 - Execution Capability Assessment
 - Technical Architecture Assessment
 - Project Plan (revisions if needed)
 - Acquisition Plan (revisions if needed)

3.4.4 REQUEST FOR OFFER CONSTRUCTION

Working with the Information Services, Legal, and Finance and Operations divisions of OCA, construct the RFO. This includes the statement of work, terms and conditions, historically under-utilized business requirements, and other documents associated with the RFO. This also includes review by a Vendor attorney familiar with IT procurements.

Outcomes:

- A completed RFO ready for publication.
- A template RFO for future bids.
- A completed scoring matrix for use by the evaluation committee.

3.4.5 REQUEST FOR OFFER COORDINATION AND EVALUATION

Working with the Information Services, Legal, and Finance and Operations divisions of OCA, publish the RFO to a wide array of eFiling, document access, forms assembly and redaction vendors. Coordinate and facilitate the vendor conference and the answering of questions submitted by vendors.

Using the diverse group of evaluation team members provided by OCA, hold an evaluation kick-off meeting that provides information on the procurement process, evaluation timeline, and instructions to the evaluation team members.

Assign, track, and coordinate tasks to evaluation team members and OCA team members regarding the evaluation process. This includes answering technical questions from the evaluation team members, facilitating evaluation team meetings, collecting/compiling scores.

Work with the OCA team to coordinate and facilitate the Best and Final Offer (BAFO) meeting with the top vendors as needed. Scoring for the BAFO will be completed with a smaller team determined during the planning phase. The top scoring eFiling, document access, forms assembly and redaction vendor will be presented to the OCA executive team for approval to move forward.

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Outcomes:

- RFO published to Electronic State Business Daily (ESBD) and other industry outlets to solicit as many offers as possible.
- Completed vendor conference with potential eFiling, document access, forms assembly and redaction vendors
- Completed question/answer period with all questions answered in a timely manner.
- Completed evaluations, compiled scores and recommendation to OCA based on compiled scores of top vendors recommended for BAFO.
Completed evaluations, compiled scores and recommendation to OCA executive management on the top vendor from the BAFO.

3.4.6 CONTRACT NEGOTIATION

Assist OCA in working with the selected vendor to negotiate the best-value for the State of Texas. Ensure that the selected vendor follows industry best-practices with regards to information technology systems, all state statutes and rules regarding information technology systems, and all state statutes and rules regarding procurement and the Texas Project Delivery Framework.

Advise the OCA team on contract negotiation and suggest changes as needed to draft contracts based on Vendor attorney legal review and contract management review.

Outcomes:

- Legal analysis document containing
 - Assurances of compliance with all applicable state laws
 - Any weakness in or potential liability created by the contract
- Contract with selected vendor reviewed and approved by QAT, signed by OCA and the eFiling, document access, forms assembly and redaction vendor(s).

3.4.7 PROJECT CLOSEOUT

Deliver all project documentation to the OCA project manager. Facilitate lessons learned session with the OCA team.

Outcomes:

- All project documentation delivered to OCA
- Provide lessons learned, including strategies for improvement, based on a session held with the OCA team

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4. PROJECT MANAGEMENT

4.4. GENERAL

- All deliverables must be submitted in a format approved by the OCA Project Manager.
- If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to notify the OCA Project Manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- A request for a revised schedule must be reviewed and approved in writing by the OCA Project Manager before placed in effect.
- OCA will complete a review of each submitted deliverable within ten working days of the date of receipt. A deliverable outcome is not considered complete until final approval has been given in writing by OCA.
- The project is complete once the Vendor has submitted all final project deliverables to OCA and OCA has accepted all project deliverables as outlined in each deliverable's outcomes and expectation document.

4.5. CHANGE MANAGEMENT

Any changes to the project must be approved by the OCA Executive Sponsor prior to the execution of the change. The OCA Executive Sponsor will review change requests and decide whether to approve, deny, or defer the request.

A change request can be submitted by either OCA project staff or by the Vendor. A change request must be submitted to the OCA Project Manager who will review and then forward it to the OCA Executive Sponsor. Before submission to the OCA Executive Sponsor, the OCA Project Manager will work with the Vendor to develop an impact analysis. If applicable, the impact analysis will include a cost estimate from the Vendor. A course of action recommendation will be included with the change request. The OCA Executive Sponsor will render a decision on the change request within ten business days of submission of the change request.

4.6. RISK/ISSUE MANAGEMENT

Initial risks will be identified by the combined project team. The OCA PM will work with the Vendor PM to routinely reevaluate the project to identify any potential new risks to the projects. In addition, any OCA or Vendor project team member or stakeholder can submit a risk to the OCA Project Manager during the project.

Key risks will be monitored by assigned project team members on a regular basis and reported to the OCA Project Manager on a weekly basis. If a risk is determined to be in danger of becoming an issue, the OCA PM will work with the Vendor PM to evaluate and implement appropriate risk management activities.

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The Vendor PM will be responsible for maintaining and reporting project risks and issues. All risks and issues will be tracked in a Risk and/or Issue Log. Reporting on key risks and all issues shall occur as part of the Status Report. Information to be included about each risk shall include:

- Risk description (full text description of the risk)
- Risk Status (open, active, or closed)
- Probability
- Impact
- Risk management strategy

5. REPORTS AND MEETINGS

The Vendor shall provide OCA Project Manager with weekly written status reports for the entirety of the project. These reports shall be due to the OCA Project Manager no later than close of business each Monday (5:00 PM CST).

The status report shall list all tasks completed for the reporting period, all planned tasks for the upcoming week, status of deliverables (completed, on schedule, behind schedule), and a list of open risks/issues.

The status report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.

The Vendor will be responsible for conducting status meetings with the OCA Project Manager. The meetings will be held at a time and place designated by the OCA Project Manager. The meetings can be in person or over the phone at the discretion of the OCA Project Manager.

6. PERIOD OF PERFORMANCE

The services requested shall begin on May 15, 2019 or the last signature date on the Purchase Order, whichever is later, and shall end no later than August 31, 2020.

7. INVOICES

Payments will be made in accordance with Appendix A of the DIR-SDD-TMP-<Contract Number> Contract. Payments shall be tied to the Project Schedule as agreed upon by OCA and the Vendor.

Vendor shall provide invoices to OCA for services performed and shall include the purchase order number on each invoice. No payment whatsoever shall be made without the prior submission of detailed, correct invoices that include the project schedule, name of the deliverable, and an itemization of each outcome in the deliverable for which payment is requested. Vendor shall submit invoice after acceptance of the deliverable by OCA.

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OCA agrees to make payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251 upon receipt of the invoice and acceptance of the deliverable.

Invoices shall be submitted to:

OFFICE OF COURT ADMINISTRATION
ATTN: ACCOUNTS PAYABLE
P O BOX 12066
AUSTIN TX 78711-2066.

8. CUSTOMER/VENDOR-FURNISHED EQUIPMENT AND WORK SPACE

OCA requires the Vendor be on-site for stakeholder meetings, vendor conferences, evaluation team meetings, BAFO meetings, contract negotiations and other meetings where OCA deems that a physical presence by the vendor is warranted. OCA at its discretion may allow the Vendor to conduct meetings remotely via telephone and/or Skype.

OCA may be able to provide meeting space for occasional meetings, if the meetings are scheduled in advance and coordinated by the OCA Project Manager. OCA may be able to provide temporary office space for the Vendor that includes a desk or work area and access to the Internet over OCA's guest WiFi network.

9. ADDITIONAL CUSTOMER TERMS AND CONDITIONS

Awarded Vendor must agree to the additional terms and conditions included in Attachment 1 to this SOW.

10. VENDOR RESPONSE

Vendor response must be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without technology subject matter expertise).

Include the original SOW text for each section followed by the Offeror response with the same numbering structure. Do not alter the numbering format and do not repeat the SOW wording in your response.

Unless a section requires a specific Offeror response, it is enough to state "Understand and will comply" following the section.

OCA will not consider any response that bears a copyright. Responses may be subject to disclosure under Rule 12 of the Texas Rules of Judicial Administration.

The Vendor must agree to all confidentiality and legal statements contained within this Statement of Work.

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11. PRICING

Vendor shall complete the pricing sheet below to detail the pricing for the deliverables-based services. The Vendor shall provide a summary of any assumptions and exclusions.

Pricing Sheet

Deliverable No.	Deliverable Name	Price
1	Project Setup	
2	Requirements Gathering	
3	Texas Project Delivery Framework Documents	
4	Request for Offer Construction	
5	Request for Offer Coordination and Evaluation	
6	Contract Negotiation	
7	Project Closeout	

Vendor shall provide hourly rates for use in evaluating the pricing submitted for the SOW.

Pricing Sheet for Hourly Rates

Name/Description	Hourly Rate	Number of Hours

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IT Procurement Assistance
Office of Court Administration**

12. RESPONSE SUBMISSION REQUIREMENTS

12.4. SCHEDULE OF EVENTS

EVENT	DATE	TIME*
Deadline for Vendor submission of questions	April 3, 2019	5:00 PM Central
Deadline for submission of response	April 19, 2019	5:00 PM Central

* All times are Central time

12.5. SUBMISSIONS

Vendors shall submit one electronic copy of the response on a USB drive. Response must be formatted in a PDF document.

All Responses shall be received at OCA prior to the date and time indicated in Section 12.1 under "Deadline for submission of response" above. OCA will reject late submittals.

Response should be placed in an envelope or package and be clearly marked "Response for Electronic Filing Procurement Assistance" and "Attention: Paula Garner, CTPM." It is the Vendor's responsibility to appropriately mark and deliver the response to OCA by the specified date.

Telephone, facsimile, paper, or e-mail Responses will not be accepted.

Responses shall be submitted to OCA by one of the following methods:

U.S. Postal Service	Overnight/Express Mail OR Hand Delivery
Office of Court Administration Attn: Paula Garner, CTPM PO Box 12066 Austin, TX 78711-2066	Office of Court Administration Attn: Paula Garner, CTPM 205 W. 14 th Street, Suite 600 Austin, TX 78701 Hours: 8:00 a.m. to 5:00 p.m. CT

12.6. SUBMISSION CONTENTS

Listed below is a summary of information required to be included in a response to this SOW. OCA reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the State.

**Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly
IT Procurement Assistance
Office of Court Administration**

1. Vendor Information. Include the following information related to the responding business entity: formal name and all assumed names used by the business entity; structure of business entity (i.e. sole proprietorship, partnership, corporation, etc.); state in which business entity was formed or incorporated; physical address and mailing address; principal place of business; whether, and to what extent, Vendor has established a physical presence in the State of Texas including relevant timeframes; and name, title, address, telephone number, facsimile number, and e-mail address of Vendor's primary contact.

2. Requirements Submissions. Vendors shall provide a detailed narrative response to show how the Vendor intends to meet each deliverable and outcome listed.

3. Statement of Objectivity. No OCA employee may have a direct interest in the proceeds of a contract resulting from this Response or be related within the second degree of consanguinity or affinity to anyone having a direct interest in those proceeds. Include a statement of Vendor's objectivity and independence. OCA may conditionally accept a Response without this statement but may not issue a Purchase Order without it.

4. Exempt from Public Disclosure. Vendor should clearly identify any records submitted in response to this SOW that Vendor believes to be confidential and exempt from public disclosure under Rule 12 of the Rules of Judicial Administration. This information is solely for assisting OCA in responding to requests for records from the public. If a request is made and OCA does not release records identified as confidential by Vendor, OCA's decision may be appealed. OCA cannot guarantee that the records identified as confidential by Vendor are in fact exempt from disclosure under Rule 12 of the Rules of Judicial Administration.

5. Pricing Submission. Vendor shall provide the pricing information required in Section 11 of this Statement of Work.

6. Experience and Qualifications. The Vendor shall describe in the Response the general nature of previous similar work performed by the Vendor, particularly work in the last three years. Vendor shall describe the size and scope of all operations, including number of Vendor's employees and years in business. Vendor shall describe Vendor's prior contracting experience with state agencies and similar entities. Vendor must provide at least four references for which the Vendor has provided similar type projects during the last three years. The information must be provided in the format described below. If no references are available, the Vendor must state this in the response.

The format for the references is:

- Name of the entity
- Description of the project
- Dates of the project
- Name of contact person
- Email address and telephone number of contact person

**Statement of Work (SOW)
for Deliverables-Based Information Technology Services (DBITS) Contract
Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly
IT Procurement Assistance
Office of Court Administration**

7. Knowledge and Expertise. The Vendor shall describe its capability to deliver the required services, including process, functional and technical expertise. The Vendor must demonstrate its knowledge and expertise of similar sized projects for which work is to be performed.

8. Cancellations or Terminations. Vendor must list all contracts or purchase orders the Vendor executed or accepted within the last three years and which were canceled or terminated prior to completion by any state agency or other entity with which Vendor contracted. For each such contract or purchase order, Vendor must include a detailed explanation for the cancellation or termination and final resolution of the matter. If no cancellations or terminations occurred in this time period, the Vendor must state this in the response. The information must be provided in the format described below.

The format for the list of cancellations/terminations is:

- Name of the entity
- Explanation for Cancellation or Termination
- Final Resolution
- Name of contact person
- Telephone number of contact person

9. Project Manager and Staff. Vendor shall include in the Response the name, resume and qualifications of the project manager assigned to the project by the Vendor. The Response must discuss the estimated amount of the project manager's time that shall be dedicated to this project. The Vendor shall include in the Response an organization chart showing the staff expected to work on this project. The Vendor shall include resumes for the Vendor management team and key personnel.

10. Preliminary Schedule. The Vendor shall include in the Response a preliminary project schedule that provides dates and major milestones for analysis, development/configuration of the system, testing, implementation and final acceptance of the system, and includes the major milestones listed in Section 3.4 of this Statement of Work.

11. Signature Authority. By submitting a response to this SOW, Vendor represents and warrants that the individual submitting the response and all documents made part of the response, is authorized to submit and sign documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the response to this SOW.

12.7. VENDOR QUESTIONS

Any inquiries shall be submitted in writing to **Casey Kennedy** by e-mail to **casey.kennedy@txcourts.gov** by the deadline indicated in Section 12.1 under "Deadline for Vendor submission of questions".

Attachment 1 to Statement of Work Texas Office of Court Administration Terms and Conditions

1. Offer and Acceptance

An Offer submitted in response to this Statement of Work (SOW) is an Offer to contract based upon the terms, conditions, and specifications contained herein. The Offer is accepted by the Office of Court Administration (OCA) and becomes a contract when a purchase order is executed. The Awarded Vendor shall be referred to as the Contractor.

2. Contract Documents

The contract documents will consist of the following:

- (a) The executed purchase order;
- (b) Any written Addenda or Amendments;
- (c) The Statement of Work and its attachments, including this Attachment 1 to Appendix C - Terms and Conditions;
- (d) Any Best and Final Offer (BAFO) submitted by the Contractor; and
- (e) The Offer to the Statement of Work (including attachments, appendices, submitted questions and answers, and exhibits).

The contract documents contain the entire agreement between the Contractor and OCA and will be collectively referred to as the Contract. In the event of a conflict between the documents listed in this paragraph, the documents will control in the order of precedence listed above beginning with (a), then (b), then (c), then (d), then (e). In the event and to the extent any provisions in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions supersede the earlier provisions. Any modification, alteration, or waiver of any term, covenant, or condition of the Contract and any attachments shall be in writing and executed by OCA and the Contractor. Unless the context clearly indicates otherwise, all terms and conditions of this Contract that refer to Offeror or Vendor apply with equal force to Contractor.

3. OCA's Duties, Responsibilities, Obligations and Liabilities

OCA's duties, responsibilities, obligations and liabilities are subject to adequate funding. The OCA

may terminate this Contract due to inadequate appropriations. OCA will not be in default for nonpayment under this Contract if such funds are not available to OCA for payment of the OCA's obligations under this Contract. A termination for inadequate funding shall be considered a termination for convenience except that OCA will promptly notify Contractor; release any retained funds for deliverables or services satisfactorily performed to date; and the Contract shall terminate simultaneously with the termination of appropriated funds. Upon termination of the Contract OCA will discontinue payment hereunder.

Under no circumstances shall any Contractor form contract or document modify any term, condition or provision of a Contract awarded as a result of the SOW (Appendix C to which these Terms and Conditions are attached). Any Contractor form that purports to change or modify a term, condition or provision of the Contract shall be void unless specifically agreed to in writing by OCA.

4. Standards of Services

Contractor shall provide all the SOW deliverables and related services in accordance with applicable professional standards of a Contractor providing IT procurement assistance and related services. Contractor represents and warrants that it has the requisite qualifications, experience, personnel and other resources to perform in the manner required by this Contract.

5. Personnel

5.1. Key Staff

Contractor shall assign only qualified personnel to this Contract. Before execution of the purchase order, OCA's Project Manager shall authorize the staff designated in the Offer to provide services under this Contract. Contractor may substitute appropriate key staff to accomplish its duties so long as the substituted staff are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required, but any substituted staff also must be approved by OCA's Project Manager. Contractor shall submit résumés of the proposed personnel as soon as the need for substitution is known but no later than three (3) business days from hiring of the replacement. OCA reserves the right to obtain a criminal background check on any personnel assigned to provide services under this Contract. Upon OCA's request, Contractor must provide OCA with enough personal identifiers to enable OCA to obtain the criminal history information.

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract shall relieve Contractor of responsibility for ensuring the requested services are provided. If Contractor uses a subcontractor for any or all the work required, the following conditions shall apply:

- Contractors planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

- Subcontracting shall be solely at Contractor's expense.
- OCA retains the right to check subcontractor's background and approve or reject the use of submitted subcontractors.
- Contractor shall be the sole contact for OCA. Contractor shall list a designated point of contact for all OCA inquiries.

5.2. Other Personnel

In the event that OCA determines that other Contractor or Contractor's subcontractor's personnel or agents assigned to provide services under this Contract are not skilled or competent in the tasks necessary to accomplish the tasks and services required under this Contract or are unprofessional, careless, unsuitable or otherwise objectionable, OCA will notify Contractor and Contractor will remedy the situation to the satisfaction of OCA. OCA reserves the right, in its sole discretion, to require the immediate removal and replacement of any Contractor or Contractor's subcontractor's personnel or agents deemed by OCA to be unprofessional, incompetent, careless, unsuitable or otherwise objectionable.

6. Term and Termination

6.1. Term

The Contract shall become effective on the purchase order execution date and remain in effect for a period of two years unless otherwise sooner terminated as provided in this RFO. OCA will have the option to renew the term of the Contract for a period of up to two (2) additional one (1) year periods, if needed to complete the awarded deliveries.

6.2. Termination for Cause

Without limitation on the right of OCA to terminate the Contract pursuant to its terms, OCA reserves the right, in its sole discretion, to terminate the Contract, in whole or in part, upon any one of the following conditions:

- (a) A receiver, conservator, liquidator, or trustee of Contractor, or of any of its property is appointed by order or decree of any court or agency or supervisory authority having jurisdiction; or an order for relief is entered against Contractor, under Title 11 of the United States Code; or Contractor is adjudicated bankrupt or insolvent; or any portion of the property of Contractor is sequestered by court order and such order remains in effect for more than thirty (30) days after such party obtains knowledge thereof; or a petition is filed against Contractor under any state, reorganization, arrangement, insolvency, readjustment of debt, dissolution, liquidation, or receivership law of any jurisdiction, whether now or hereafter in effect, and such petition is not dismissed within thirty (30) days;

- (b) Contractor files a case under Title 11 of the United States Code or is seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership, or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any case or petition against it under any such law;
- (c) Contractor makes an assignment for the benefit of its creditors, or admits in writing its inability to pay its debts generally as they become due, or consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property; of judgment for the payment of money in excess of \$50,000.00 (which is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within thirty (30) days from the date of entry thereof, and within said thirty (30) day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under generally accepted accounting principles; or a writ or warrant of attachment or any similar process shall be issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) days after its entry;
- (d) A court of competent jurisdiction finds that Contractor has failed to adhere to any laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction;
- (e) Contractor fails to communicate with OCA as required by the Contract;
- (f) Contractor breaches an industry standard of confidentiality related to the Contract;
- (g) OCA determines that Contractor or any of its subcontractors have an unacceptable conflict of interest and such conflict is not cured within ten (10) calendar days following notification thereof to Contractor;
- (h) OCA determines that Contractor has failed to substantially perform under the Contract, which determination shall specify the events resulting in OCA's determination that Contractor has failed to substantially perform under the Contract, and Contractor has not cured within ten (10) days; or
- (i) Contractor fails to comply with any of the professional standards of a reasonably prudent contractor performing IT procurement assistance and related services subject to the terms and conditions of the Contract.

6.3. Termination for Convenience

OCA reserves the right, in its sole discretion, to terminate the Contract immediately, in whole or in part, without cost or penalty, by providing thirty (30) day written notice to Contractor, if OCA determines it is in the best interests of the State to do so.

6.4. Transition

Upon termination of the Contract for any reason, Contractor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and provider.

6.5. No Liability Upon Termination

If this Contract is terminated for any reason, OCA and the State shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. In the event of termination of this Contract, OCA's sole and maximum obligation shall be to authorize payment to Contractor for completed deliverables, performed in accordance with all requirements of this Contract, up to the termination date.

6.6. Rights upon Termination or Expiration of Contract

OCA and Contractor intend this agreement to be a contract for services and each considers and expressly intends and agrees that the Work Product to be rendered by Contractor shall be a work-made-for-hire. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of OCA. Contractor acknowledges and agrees that the Work Product (and all rights therein, including without limitation all intellectual property rights) belongs to and shall be the sole and exclusive property of OCA. In the event that the Contract is terminated for any reason, or upon its expiration, OCA retains ownership of all Work Products and documentation obtained from Contractor under the Contract. Within one calendar day after termination of the Contract, or at OCA's request, Contractor shall deliver to OCA all completed, or partially completed, Work Product and any and all documentation or other products and results of the services to be delivered under the Contract. Failure to timely deliver such Work Product or any and all documentation or other products and results of the services shall be considered a material breach. Contractor shall not make or retain any copies of the Work Product or any and all documentation or other products and results of the services without the prior written consent of OCA. For purposes of the contract, the term "Work Product" is defined as all work papers, materials, approaches, designs, specifications, systems, software, programs, source code, documentation, methodologies, concepts, intellectual property or other property and/or results of the services that are developed, produced, generated or provided to OCA in connection with, or as a result of, the services provided under the contract.

6.7. Agency Posting of Contracts

Without prior written notice to Contractor, the Offer submitted in response to this SOW may be posted on OCA's website as part of the Contract as required by Texas Government Code §2261.253(a). If a redacted Offer is submitted by Contractor, the redacted Offer, rather than the unredacted version, will be posted.

6.8. Survival of Terms

Termination of the Contract for any reason does not release Contractor 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, dispute resolution, and invoice verification.

7. Dispute Resolution

Any disputes that arise regarding the SOW will be managed by the OCA Project Manager. Disputes that cannot be resolved by the OCA Project Manager will be escalated to the OCA Technology Sponsor, OCA Executive Sponsor and OCA Legal Division as needed. The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by OCA and Contractor to attempt to resolve any dispute arising under the Contract that cannot be resolved using the agreed upon escalation process.

8. Continued Performance

Notwithstanding any other provision of this Contract to the contrary, unless otherwise requested or approved in writing by OCA, Contractor must continue performance and will not be excused from performance during the period in which a breach of contract claim, dispute or mediation is pending under a dispute resolution process.

However, Contractor may suspend performance during the pendency of such claim or dispute if Contractor has complied with all provisions of Texas Government Code § 2251.051 and such suspension of performance is expressly applicable and authorized under that law.

9. Public Access to Records

Although OCA is not subject to the Texas Public Information Act, all SOW and Contract documents and information, and any report, analysis or data generated as a result of the contract services may be subject to public disclosure under Rule 12 of the Rules of Judicial Administration. OCA will notify Contractor of any requests received by OCA for records that Contractor has identified as confidential in its response to this SOW to give Contractor the opportunity to assert any Rule 12 exemptions to disclosure. OCA will not release any records identified as exempt from disclosure by Contractor unless a Rule 12 Appeal Decision is issued requiring OCA to do so. Contractor will notify OCA's Project Manager within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Contract.

10. Confidentiality

Contractor must maintain and protect any information it receives, compiles, or creates as a result of the Contract in accordance with any federal, state, or local laws and regulations that apply. Contractor must establish a method to secure the confidentiality of records and other information relating to OCA in accordance with applicable federal and state laws, rules, and regulations. The obligations of Contractor under this Confidentiality section will survive this Contract and must be included in all subcontracts.

Contractor agrees to maintain and shall execute a confidentiality agreement safeguarding the confidentiality of information received from OCA during the performance of this SOW, including but not limited to personal information such as social security numbers.

Contractor further agrees to provide a confidentiality agreement safeguarding the confidentiality of such information executed by each employee of Contractor or any subcontractor that participates or is expected to participate on this project.

11. Indemnification

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, OCA AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, SUITS, DEMANDS, PROCEEDINGS, AND ALL RELATED COSTS, ATTORNEYS FEES, EXPENSES AND DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, ORDER FULFILLER OR SUPPLIER OF CONTRACTOR OR SUBCONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL'S OFFICE AS REQUESTED BY OCA. CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND OCA AGREE TO FURNISH TIMELY WRITTEN NOTICE OF ANY SUCH CLAIM.

12. Amendments

The Contract may be amended only upon written agreement between OCA and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void *ab initio*.

13. Ineligibility to Participate in Resulting Requests for Offers

In accordance with Texas Government Code § 2155.004 the Contractor, the Contractor's employees and/or subcontractors are ineligible to respond to any Requests for Offer(s) that are generated from this Contract.

14. Antitrust

Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, nor anyone acting for such firm, corporation, or institution has violated the antitrust laws of Texas codified in 15.01, *et. seq.* of the Texas Business and Commerce Code, §2155.005 of the Government Code, or the federal antitrust laws, nor communicated directly or indirectly the Offer to any competitor or any other person engaged in such line of business as Contractor.

15. Applicable Law; Venue

This 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. Contractor agrees that the exclusive venue and jurisdiction of any legal action or suit arising under this Contract is, and that any such legal action or suit shall be brought, in any court of competent jurisdiction in Travis County, Texas.

16. Strict Compliance

Time is of the essence in the performance of the Contract. Contractor shall strictly comply with all the contract deadlines, requirements, and performance standards.

17. Assignments

Without the prior written consent of OCA, Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

18. Federal, State and Local Requirements

Contractor 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. Contractor is responsible for both federal and State unemployment insurance coverage and standard worker's compensation insurance coverage. Contractor shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Contractor or its employees for any unemployment or workers' compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from Contractor's omission or breach of this Section.

19. Severability Clause

If any provision of the Contract is later determined to be invalid, void, or unenforceable, then its remaining terms, provisions, covenants, and conditions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

20. Compliance with Applicable Law and Conforming Amendments

Contractor must comply with all current and amended laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as those laws exist and as they are amended throughout the term of the Contract. OCA reserves the right, in its sole discretion, to unilaterally amend the Contract throughout its term to incorporate any modifications necessary for OCA's or Contractor's compliance with all applicable State and federal laws and regulations.

21. No Waiver; Sovereign Immunity

Nothing in the Contract shall be construed as a waiver of the State's sovereign immunity. The Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to 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 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. OCA does not waive any privileges, rights, defenses, or immunities available to OCA by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

22. Independent Contractor

Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing services under this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees or agents of the State of Texas and shall not be entitled to benefits of state employment such as retirement or leave benefits. Should Contractor subcontract any of the services required in this Contract, OCA is in no manner liable to any subcontractor(s) of Contractor.

23. Limitation on Authority

Contractor shall have no authority to act for or on behalf of OCA or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or OCA.

24. Intellectual Property Claims

CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE STATE OF TEXAS, OCA AND ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH OR ARISING FROM THE STATE'S, OCA'S, OR CONTRACTOR'S USE OF OR ACQUISITION OF ANY SERVICES, SOFTWARE, OR OTHER ITEMS

PROVIDED TO THE STATE OF TEXAS OR OCA BY CONTRACTOR OR OTHERWISE TO WHICH THE STATE OF TEXAS OR OCA HAS ACCESS AS A RESULT OF CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT. OCA SHALL NOTIFY CONTRACTOR OF ANY SUCH CLAIM WITHIN A REASONABLE TIME OF RECEIVING NOTICE OF ANY SUCH CLAIM. IF CONTRACTOR IS NOTIFIED OF ANY CLAIM SUBJECT TO THIS SECTION, CONTRACTOR SHALL NOTIFY OCA OF SUCH CLAIM WITHIN FIVE (5) BUSINESS DAYS OF SUCH NOTICE. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL AND NO SETTLEMENT OF ANY SUCH CLAIM SHALL BE MADE BY CONTRACTOR WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR SHALL REIMBURSE THE STATE OF TEXAS AND OCA FOR ANY CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES, JUDGMENTS OR ANY OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. CONTRACTOR SHALL PAY ALL REASONABLE COSTS OF THE STATE'S AND OCA'S COUNSEL AND SHALL ALSO PAY COSTS OF MULTIPLE COUNSEL, IF REQUIRED TO AVOID CONFLICTS OF INTEREST. CONTRACTOR REPRESENTS THAT IT HAS DETERMINED WHAT LICENSES, PATENTS AND PERMITS ARE REQUIRED UNDER THIS CONTRACT AND HAS ACQUIRED ALL SUCH LICENSES, PATENTS AND PERMITS. IN THE EVENT THAT CONTRACTOR LOSES THE RIGHT TO ALLOW THE STATE TO USE ANY TECHNOLOGY UNDER THIS INDEMNIFICATION, THEN CONTRACTOR SHALL REPAY THE STATE ALL MONIES PAID UNDER THIS CONTRACT.

25. Supporting Documents

Contractor shall maintain and retain supporting fiscal and any other documents relevant to payments and expenditures under the Contract. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the termination of the Contract or the resolution of all billing questions, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last. Contractor must retain all work and supporting documents pertaining to this Contract for a period of at least seven (7) years after its end date for purposes of inspecting, monitoring, auditing, or evaluation by OCA and any authorized agency of the State of Texas, including an investigation by the State Auditor.

26. Access to Records; Audit

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of the Contract and shall authorize OCA and the State of Texas to immediately assess appropriate damages for such failure. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Contractor or any other entity or person directly under the Contract, or indirectly through a subcontract under the Contract, shall constitute acceptance of the authority of the State Auditor, under the authority of the legislative audit committee, Comptroller or other agency of the State of Texas to conduct an audit or investigation in connection with those funds. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by

subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Furthermore, 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.

27. Felony Criminal Convictions

Contractor shall fully advise OCA as to the facts and circumstances surrounding conviction of a felony criminal offense of Contractor or any of its employees that are assigned to or associated with this project.

28. Notices

Any written notices required under this Contract will be by either hand delivery or by U.S. Mail, certified, return receipt requested, and is effective on receipt by the affected party. Within 10 days of the issuance of the notice of award, Contractor must send OCA written notice of the address and contact person for notice purposes. The address and contact person for OCA will be David Slayton, Office of Court Administration, P.O. Box 12066, Austin, TX 78711-2066. Either party may change its designated notice address or contact person by written notification to the other party.

29. Debts or Delinquencies to State

The Comptroller is prohibited from issuing any payment to a person or entity reported to have an indebtedness or delinquency to the State. To the extent that Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes is paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

30. Buy Texas

Contractor agrees to comply with Texas Government Code Section 2155.4441 relating to use of service contracts and the purchase of products and materials produced in the State of Texas.

31. Electronic and Information Resources Accessibility Standards

Contractor must comply with 1 Texas Administrative Code Chapter 213. In addition, Contractor shall provide OCA 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>). If Contractor is not listed with the "Buy Accessible Wizard" or does not supply a URL to its VPAT, Contractor must provide OCA 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>.

32. Policy Compliance

Contractor’s employees and agents (including subcontractors and their employees and agents) identified by OCA management as having sufficient presence on OCA premises shall be required to adhere to OCA’s Ethics and Anti-Fraud Policy and all other applicable OCA human resources, information services, and finance and operations policies. They shall also be required to attend one or more policy orientation sessions and execute OCA’s Vendor Access Policy available at: <http://www.txcourts.gov/media/573951/VendorAccess020204.pdf> Those employees and agents identified as having access to State of Texas information resources and information resources technologies may be subject to periodic criminal history record investigations.

33. Force Majeure

Neither Contractor nor OCA 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. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

34. Abandonment or Default

If Contractor defaults on this Contract, OCA reserves the right to cancel this Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Offeror. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period Contractor will not be considered for future solicitations will be determined by OCA based on the seriousness of the default.

35. No Conflicts

Contractor represents and warrants that neither Contractor nor its employees and subcontractors have an actual or potential conflict of interest in providing services to OCA and the State of Texas under the Contract and that Contractor’s provision of services under this Contract would not reasonably create an appearance of impropriety. If the circumstances represented by Contractor change or additional information is obtained subsequent to submission of offers or execution of the Contract, Contractor agrees that it is under a continuing

duty to supplement its response under this provision and that the duty to disclose any conflicts of interest is an ongoing obligation throughout the term of the Contract. Contractor shall submit updated information as soon as reasonably possible upon learning of any change to Contractor's representation. OCA will decide, in its sole discretion, whether an actual or perceived conflict should result in an Offer disqualification or Contract termination.

Additionally, Contractor must also disclose any of its staff who are current or former officers or employees of OCA, the Texas Judicial Council or the Judicial Branch Certification Commission or who are related, within the third degree by consanguinity (as defined by Tex. Gov't Code Sec. 573.023) or within the second degree by affinity (as defined by Tex. Gov't Code Sec. 573.025) to any current or former officers or employees of OCA, the Texas Judicial Council or the Judicial Branch Certification Commission

36. False Statements/Breach of Representations

Any false statements by Contractor in the Contract documents or violation by Contractor of any of the representations, warranties, guarantees, certifications or affirmations included in the Contract shall constitute default by Contractor, and OCA may terminate or void the Contract for cause and pursue other remedies available to OCA under the Contract or applicable law.

37. Drug Free Workplace

Contractor represents and warrants that it 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 Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

38. Immigration

Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 ("Immigration Act"), and the Illegal Reform and Immigrant Responsibility Act of 1996 ("IRIRA") regarding employment verification and retention of verification forms for any individuals hired who will perform any labor or services under this Contract. Contractor also represents and warrants that it shall comply with the requirements of the Immigration Act regarding creation of the lottery system for granting visas and IRIRA which created three (3) year, ten (10) year, and permanent bars to entrance into the United States

39. Equal Opportunity

Contractor represents and warrants that it shall comply with the Civil Rights Act in giving equal

opportunity without regard to race, color, creed, sex, or national origin.

40. Franchise Tax

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise tax owed to the State of Texas pursuant to Article 2.45, Texas Business Corporation Act.

41. Substitutions

Substitutions are not permitted without OCA's written approval.

42. Entities that Boycott Israel

Contractor represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Contractor does not boycott Israel and will not boycott Israel during the term of the Contract.

43. Child Support Obligation Affirmation

Under Section 231.006 of the Family Code, Contractor certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

44. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or 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.

45. 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.

46. Texas Bidder Affirmation

Contractor certifies that if a Texas address is shown as the address of the Contractor's Offer, Contractor qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

Amendment 1

Statewide Electronic Filing, Document Access, Redaction, and Forms Assembly - IT Procurement Assistance

On Page 15, Section 11, The following language and table are removed:

~~Vendor shall provide hourly rates for use in evaluating the pricing submitted for the SOW.~~

~~Pricing Sheet for Hourly Rates~~

Name/Description	Hourly Rate	Number of Hours
		-
		-
		-

The following language is now added in place of the removed language:

Blended Hourly Rate

Vendor must provide one (1) blended hourly rate as a point of reference for OCA when change orders are issued on this contract, if applicable.

Blended Hourly Rate: \$_____ per hour