

REQUEST FOR PROPOSALS TO PRODUCE AN EDUCATIONAL VIDEO FOR THE PERMANENT JUDICIAL COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

REQUISITION # 212-9-0278 / CLASS & ITEM 915-09

Table of Contents

SECTION I. GENERAL	3
1.1 Scope	3
1.2 Definitions	3
1.3 Overview	3
1.4 Contract Term	4
1.5 Compensation	4
SECTION II. STATEMENT OF WORK	4
2.1 Service Requirements	4
2.2 Subcontractors	4
2.3 Performance Tracking	4
2.4 Service Deliverables	4
2.5 Additional Services	4
2.6 Required Meetings	4
2.7 Qualifications	4
2.8 Key Staff	4
SECTION III. PROPOSAL INFORMATION	5
3.1 Schedule of Events	5
3.2 Revisions to Schedule	5
3.3 Pre-proposal Conference	5
3.4 Proposal Requirements	5
3.5 Inquiries	6
3.6 Proposal Submission	7
3.7 Delivery of Proposals	7
3.8 Proposal Opening	7
3.9 Proposal Evaluation and Award	7
3.10 Reservation of Rights	8
SECTION IV. GENERAL TERMS AND CONDITIONS	8
4.1 Offer and Acceptance	8
4.2 Contract Documents	8
4.3 Invoices	8
4.4 Payments	8
4.5 Eligibility	8
4.6 Term and Termination	9
4.7 Open Records	9
4.8 Indemnification	9
4.9 Dispute Resolution	9
4.10 Assignments	9

4.11	Amendments	9
4.12	Applicable Law; Venue.....	9
4.13	Strict Compliance	9
4.14	Federal, State, and Local Requirements	9
4.15	Severability Clause	10
4.16	Applicable Law and Conforming Amendments	10
4.17	No Waiver	10
4.18	No Liability Upon Termination	10
4.19	Independent Contractor	10
4.20	Limitation on Authority.....	10
4.21	Patent, Trademark, Copyright, and Other Infringement Claims.....	11
4.22	Supporting Documents.....	11
4.23	Access to Records	11
4.24	Work Made for Hire	11
4.25	Force Majeure	11
4.26	Notices	11
4.27	Debts or Delinquencies to State of Texas.....	12
4.28	Contracts for Services.....	12
4.29	Cancellation	12
4.30	Default	12
4.31	False Statements / Breach of Representation	12
4.32	Immigration	12
4.33	Equal Opportunity	12
4.34	Deceptive Trade Practices; Unfair Business Practices.....	12

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SECTION I GENERAL

1.1 SCOPE. The Office of Court Administration (OCA) on behalf of the Supreme Court of Texas and the Permanent Judicial Commission for Children, Youth and Families (Children's Commission), seeks to contract for production of an educational video to introduce the Children's Commission and its goals and mission through the eyes of the children, youth and families it serves.

1.2 DEFINITIONS. For purposes of this RFP, the following definitions apply:

- (a) Court – refers to the Supreme Court of Texas, the Supreme Court Permanent Judicial Commission for Children, Youth and Families, also referred to as the Children's Commission, and the Court Improvement Program (CIP).
- (b) Acceptable Quality Level - The level of performance of requested services below which the contract will not be paid or damages may be assessed;
- (c) Addendum – A modification of the specifications issued by the OCA and distributed to prospective Respondents prior to the opening of responses;
- (d) Best and Final Offer (BAFO) – A formal request made to selected Respondents for revisions to the originally submitted Proposal;
- (e) Contract – the contract awarded as a result of this Request For Proposals (RFP) and all exhibits thereto. This RFP, any Addendum issued in conjunction with this RFP, the successful Respondent's Proposal, any BAFO, and subsequent submission by Respondent, shall all be fully incorporated therein as exhibits; and
- (f) Contractor – Respondent whose proposal results in a contract with the OCA.

1.3 OVERVIEW. The Supreme Court of Texas is part of the Judicial Branch of government under the direction of the Chief Justice of the Supreme Court of Texas. OCA is a state agency that operates under the direction and supervision of the Supreme Court and the Chief Justice of the Supreme Court. OCA has been designated by the Court to contract for goods and services on behalf of the Permanent Judicial Commission for Children, Youth and Families (Children's Commission). The Supreme Court has created the Children's Commission to, in part, oversee the Court Improvement Program (CIP), which is a federally funded grant program aimed at improving court processes in courts that hear child abuse and neglect cases thereby helping to ensure the safety, permanence and well-being of children and families involved in the state's child welfare system. Any reference in this document to the Court includes by reference the Children's Commission and the CIP. Pursuant to the CIP Strategic Plan submitted to the U.S. Department of Health and Human Services, Administration of Children and Families, and as a prerequisite to receiving federal grant funding under the CIP, the Children's Commission identified increasing awareness of the need to strengthen courts for children, youth and families in child protection cases as a priority strategy for 2008 and beyond. Also, the Children's Commission described in its Strategic Plan the goal of developing and delivering a marketing strategy to create and promote public awareness of the needs of courts who serve foster children. In furtherance of these strategies and goals, the Children's Commission seeks to produce a public awareness video. Further information regarding the Children's Commission can be found on the Court's website at <http://www.supreme.courts.state.tx.us/children>

1.4 CONTRACT TERM. The services requested shall begin on February 1, 2009 or the last signature date on the purchase order, whichever is later, and shall end no later than November 30, 2009.

1.5 COMPENSATION. The basis for compensation shall be OCA's acceptance of satisfactory completion of the following deliverables identified in Section 2.4: Section 2.4(a), Section 2.4(c) and Section 2.4 (e).

SECTION II STATEMENT OF WORK

2.1 SERVICE REQUIREMENTS. Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words "may" or "can" allow Respondents to offer alternatives to the manner in which the services are provided.

2.2 SUBCONTRACTORS. Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor. No subcontract under the Contract shall relieve Contractor of the responsibility for ensuring the services contracted for are provided. Respondents planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors. In accordance with Texas Government Code Section 2161.252, Respondents shall submit a HUB Subcontracting Plan (HSP) for contracts of \$100,000 or more. For contracts of less than \$100,000, Respondent should submit an HSP if the Contractor plans to use HUB Subcontractors.

2.3 PERFORMANCE TRACKING. OCA and the Court will monitor the performance of the Contract issued pursuant to this RFP. All services under the Contract shall be performed at an acceptable quality level and in a manner consistent with application industry standards, custom, and practice.

2.4 SERVICE DELIVERABLES. The Contractor shall provide one professional quality educational video designed to introduce the Children's Commission and its goals and mission through the eyes of the children, youth and families it serves. The video shall be at least 10 minutes and no more than 20 minutes in length. The Contractor shall also provide comprehensive production services including concept development, scriptwriting, remote or studio videography, non-linear digital editing, complete audio production with musical track and voice talent. Each of the following items constitutes a duty or a deliverable:

- (a) Contractor shall submit a final Project Plan no later than March 1, 2009
- (b) Contractor shall initiate videotaping within 30 days of Court approval of the project plan submitted under deliverable (a).
- (c) Submit a draft video within 90 days of initiating the videotaping under (b).
- (d) Commence final production within 30 days of Court approval of draft video under (c).
- (e) Deliver a final product 90 days after Court approval of the draft video.

2.5 REQUIRED MEETINGS. The Contractor shall be available to meet with the Children's Commission Projects Manager, Executive Director, or other designated representative in Austin, Texas at least once a week, or as appropriate and necessary.

2.6 QUALIFICATIONS. The Contractor shall have at least five (5) years experience in professional video production.

2.7 KEY STAFF. Contractor will identify key staff responsible for the development and execution of the video described in 2.4 Service Deliverables. Contractor may substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the tasks and services required. Contractor shall provide to OCA prior written notice of any proposed change in key personnel involved in providing services under this Contract.

2.8 CONFIDENTIALITY. Contractor must ensure that all staff assigned to the project maintains confidentiality of the persons appearing in the video. Contractor and key staff will be required to sign statements regarding confidentiality of some of the persons involved in the project.

SECTION III PROPOSAL INFORMATION

3.1 SCHEDULE OF EVENTS. The solicitation process for this RFP will proceed according to the following schedule:

EVENT	DATE	TIME
Issue RFP	11/03/2008	n/a
Deadline for submission of questions	11/18/2008	5:00 p.m.
Responses to questions	12/01/2008	5:00 p.m.
Deadline for submission of proposals	12/15/2008	3:00 p.m.
Proposal opening	12/15/2008	3:30 p.m.
Expected Award of Contract	01/15/2009	n/a
Expected Contract Start Date	02/01/2009	n/a

3.2 REVISIONS TO SCHEDULE. OCA reserves the right to change the dates in the schedule of events above upon written notification to prospective Contractors through a posting on OCA's Web page at <http://www.courts.state.tx.us/contract/procurements.asp>, the Children's Commission Web page at <http://www.supreme.courts.state.tx.us/children.asp> and the Electronic State Business Daily at <http://esbd.cpa.state.tx.us>.

3.3 PRE-PROPOSAL CONFERENCE. OCA may choose to schedule a pre-proposal conference for potential Respondents, which OCA and the Court would post on their Web pages provided above. The location of pre-proposal conferences is the Tom Clark Building, 205 W. 14th Street, Austin, Texas 78701. Attendance by potential Respondents is optional.

3.4 PROPOSAL REQUIREMENTS.

(a) **Submissions.** Respondents shall submit one original and 5 copies of the Proposal, except that only one original of any HSP are required. Proposal pages should be numbered and contain an organized, paginated table of contents corresponding to the section and pages of the Proposal.

(b) **Costs.** Respondents to this RFP are responsible for all costs of Proposal preparation.

(c) **No Copyrights.** OCA will not consider any Proposal that bears a copyright. Proposals may be subject to disclosure under Rule 12 of the Texas Rules of Judicial Administration.

(d) **Contents.** Listed below is a summary of information to be included in a Proposal responding to this RFP. OCA reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

1. **Pricing Submission.** The original and one copy of the Pricing Submission shall be sealed and submitted separately from the other documents included in the Proposal. It should include the total estimated costs for completion of each deliverable listed in Section 2.4 of this RFP. The Pricing Submission shall be clearly marked with the specified time and date, and the title "PRICING SUBMISSION for Production of a Children's Commission Video." No price information shall be included in any other portion of the Proposal. The pricing submission shall include the Respondent's name.

2. **Respondent 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, Respondent 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 Respondent's primary contact.

3. **Project Plan.** Respondent shall provide a project plan that details how Respondent will accomplish the required deliverables in Section 2.4. The project plan must include a description and timeline of the activities that Respondent will conduct in the pre-production, production, and post-production phases of the project. The Respondent must provide a plan that describes its creative consultation process, concept development, scriptwriting, remote or studio videography ability, non-linear digital editing, complete audio production with musical track and voice talent. The project plan should also include Respondent's anticipated staffing and administrative requirements, including job descriptions of the staff employed for completing the project including travel requirements.

4. **Work Sample.** Contractor shall provide a DVD of past video work product. The DVD shall contain original video work created, designed or recorded by the Respondent. If the work submitted is only partially attributable to the Respondent, then Respondent shall provide a brief synopsis of the portion of the material that Respondent created in the comprehensive production services categories delineated by section 2.4. The sample should be between 10 – 15 minutes in length and may represent one single project or a small number (no more than five) of different projects that the Respondent thinks best exemplifies the Respondent's past work.

4. **Financial Solvency and Insurance Information.** Include Respondent's most recent annual financial report or year-end financial statements, and proof of general liability insurance and workers compensation coverage.

5. **Historically Underutilized Businesses (HUB) Subcontracting Plan (HSP).** In accordance with Texas Government Code Section 2161.252, Contractors shall submit an HSP (included as an attachment to this RFP) for contracts of \$100,000 or more. Failure to complete and return a required HSP with a submitted Proposal for a contract of \$100,000 or more will result in rejection of the Proposal. For contracts of less than \$100,000, Contractor should submit an HSP if it plans to use HUB Subcontractors.

6. **Execution of Proposal.** OCA will reject proposals that do not include an Execution of Proposal (included as attachment to this RFP) signed by a person with authority to bind the Respondent to a contract.

3.5 INQUIRIES.

- (a) All inquiries shall be submitted in writing to Bryan Wilson, at facsimile 512-463-8854 or by e-mail to bryan.wilson@courts.state.tx.us by 3:00 p.m. CDT on November 15, 2008, as specified in Section 3.1 above.
- (b) OCA will post written questions and answers to inquiries on its Web page at <http://www.courts.state.tx.us/contract/procurements.asp> and on the Court's Web page at <http://www.supreme.courts.state.tx.us/children/grants.asp> and the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/>. If a Respondent does not have Internet access, a copy of all written questions and answers may be obtained through the point of contact listed above.
- (c) Except as otherwise provided in this Section, upon issuance of this RFP, other employees and representatives of OCA and the Court, will not answer questions or otherwise discuss the contents of the RFP with any potential Contractor or its representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions unrelated to this RFP.
- (d) If Respondent takes any exceptions to any provisions of this RFP, these exceptions must be specifically and clearly identified by Section in Respondent's Proposal in response to this RFP and Respondent's proposed alternative must also be provided in the Proposal. Respondents cannot take a 'blanket exception' to this entire RFP. If any Respondent takes a 'blanket exception' to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration.
- (e) Respondents are strongly encouraged to submit written questions during the official question and answer period regarding any term or condition of this RFP and whether OCA may negotiate that provision under this particular RFP.

3.6 PROPOSAL SUBMISSION.

Shall be in accordance with the schedule set out in section 3.1

- Proposals should be placed in a separate envelope or package and be clearly marked **"RFP to Produce Children's Commission Video."** It is Respondent's responsibility to appropriately mark and deliver the Proposal to OCA by the specified date.
- Telephone, facsimile, or e-mail proposals will not be accepted.

3.7 DELIVERY OF PROPOSALS. Proposals shall be submitted to CIP by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Delivery
Office Of Court Administration Attn: Veronica M. Strong, CTPM 205 W. 14 TH Street Suite 600 Austin, TX 78701	Office of Court Administration Attn: Veronica M. Strong, CTPM 205 West 14 th Street Suite 600 Austin, Texas 78701	Office of Court Administration Attn: Veronica M. Strong, CTPM 205 West 14 th Street Suite 600 Austin, Texas 78701 Hours: 8:00 a.m. to 5:00 p.m. CDT

3.8 PROPOSAL OPENING. Proposals will be opened at OCA 205 West 14th Street Suite 600, Austin, TX. All submitted Proposals become the property of OCA and the Court after submission. Submitted proposals shall constitute an offer to contract for a period of ninety (90) days or until OCA makes a selection, whichever occurs earlier.

3.9 PROPOSAL EVALUATION AND AWARD.

- (a) OCA shall award a contract to a Respondent whose Proposal is considered to provide the best value to the State of Texas, as defined by Texas Government Code Section 2155.074.
- (b) The Evaluation of the Proposal may include one or more employees of the Court, the Office of Court Administration, or any other person(s) invited by the Court or the Children's Commission to participate.
- (c) The evaluation criteria include the following:
 - (1) Respondent's qualifications and experience (20 pts);
 - (2) Respondent's Project Plan (20 pts.);
 - (3) Proposed pricing (15 pts.);
 - (4) Timeframe for completion (10 pts.);
 - (5) Quality and efficiency of proposed services plan (25 pts.); and
 - (6) Contractor's financial capability (10 pts.).
- (d) The evaluation committee may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals.
- (e) The evaluation committee will determine if Best and Final Offers are necessary. Award of a contract may be made without Best and Final Offers. OCA may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their Proposals. A request for a Best and Final Offer is at the sole discretion of OCA. In evaluating Proposals, OCA may consider information related to past contract performance of a Respondent.
- (f) In compliance with the provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Procurement and Support Services' Vendor Performance Tracking System http://www.window.state.tx.us/procurement/prog/vendor_performance/ may be used in evaluating responses to solicitations for goods and services to determine the best value for the state.

3.10 RESERVATION OF RIGHTS. OCA reserves the right to reject any and all proposals.

SECTION IV GENERAL TERMS AND CONDITIONS

4.1 OFFER AND ACCEPTANCE. A proposal submitted in response to this RFP is an offer to contract based upon the terms, conditions, and specifications contained herein. The offer is accepted by OCA and becomes a contract when a purchase order is executed. The selected Respondent shall be referred to as the Contractor.

4.2 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE The contract documents consist of the following:

- (a) The executed purchase order
- (b) This RFP
- (c) The Contractors Proposal (including attachments, appendices, and exhibits);
- (d) The Contractors Best and Final Offer (BAFO); and
- (e) Any written Addenda or Amendments.

4.3 INVOICES. Contractor shall provide invoices to CIP for services in accordance with the deliverables set out in Section 2.4. Invoices should be submitted and payment shall be made upon completion of the following deliverables set out in Section 2.4: 2.4(a), 2.4(c) and 2.4(e). No payment whatsoever shall be made under this contract without the prior submission of detailed, correct

invoices that include the project plan name of the deliverable and an itemization of each element required in the project plan. Contractor shall have submitted all invoices by the 30th day following the end of the contract.

4.4 PAYMENTS. The Court or its designee will make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251. Payments under the Contract are subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract are contingent upon CIP's receipt of funds appropriated by the Texas Legislature.

4.5 ELIGIBILITY. Under Section 231.006 of the Family Code (relating to child support), the Contractor represents and warrants that Contractor is not ineligible to receive the specified payment and acknowledges that this Contract may be terminated and payment withheld if this representation and warrant is inaccurate. Further, under Government Code, Section 2155.004 (relating to certain taxes), Contractor represents and warrants that Contractor is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this representation and warranty is inaccurate. Contractor represents and warrants that it is not delinquent in the payment of any franchise taxes owed the State of Texas. 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. Neither OCA nor the Court shall be liable for any taxes resulting from this Contract.

4.6 TERM AND TERMINATION. The Contract shall become effective on the purchase order execution date and shall expire no later than November 30, 2009. unless otherwise sooner terminated as provided in this RFP Provisions herein regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, and default shall survive the termination or expiration dates of the Contract. Within one calendar day after termination of this Contract, or the OCA's request, Contractor shall deliver to OCA all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of the Contract.

4.7 OPEN RECORDS. Although OCA is not subject to the Texas Public Information Act, all RFP 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 Texas Rules of Judicial Administration.

4.8 INDEMNIFICATION. Contractor shall defend, indemnify, and hold harmless the State of Texas and its officers and employees, and OCA and the Court and its officers, employees and contractors from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of the Contract.

4.9 DISPUTE RESOLUTION. The dispute resolution process provided for in Texas Government Code Chapter 2260 shall be used by OCA and the Contractor to resolve any dispute arising under the Contract.

4.10 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.

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

4.12 APPLICABLE LAW; VENUE. This Contract shall be governed by and constructed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

4.13 STRICT COMPLIANCE. Time is of the essence in the performance of the Contract. Contractor shall strictly comply with all of the contract deadlines, requirements, and Standards of Performance.

4.14 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.

4.15 SEVERABILITY CLAUSE. In the event that 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.

4.16 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 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.

4.17 NO WAIVER. 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 estoppels. The Court and OCA do not waive any privileges, rights, defenses, or immunities available to it by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

4.18 NO LIABILITY UPON TERMINATION. If the Contract is terminated for any reason, neither, OCA, the Court nor the State of Texas shall be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Government Code Chapter 2260.

4.19 INDEPENDENT CONTRACTOR. Contractor shall serve as an independent contractor in providing services under this Contract and shall be responsible for its business expenses. Contractor's employees shall not be employees or agents of OCA, the Court or 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 RFP, Contractor expressly understands and acknowledges that in entering into such subcontract(s), the Court and OCA are in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with the RFP.

4.20 LIMITATION ON AUTHORITY. Contractor shall have no authority to act for or on behalf of OCA, the Court 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, OCA or the Court.

4.21 PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS Contractor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from the State's or Contractor's use of or acquisition of any services or other items provided to the State of Texas by Contractor or otherwise to which the State of Texas has access as a result of Contractor's performance under this Contract, provided that the State shall notify Contractor of any such claim within a reasonable time of the State's 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. No settlement of any such claim shall be made by Contractor without OCA's prior written approval. Contractor shall reimburse the State of Texas 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 counsel and shall also pay costs of multiple counsels, 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

4.22 SUPPORTING DOCUMENTS. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under the Contract were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of OCA, the Comptroller of the State of Texas, and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and make them available to OCA upon reasonable request for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor and any subcontractors shall provide OCA or the State Auditor with any information that OCA or the State Auditor deems relevant to any investigation or audit.

4.23 ACCESS TO RECORDS. Contractor shall cooperate with any authorized agents of the State of Texas, the Court or OCA 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 the Court, OCA and the State of Texas to immediately assess appropriate damages for such failure. The Contractor understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office, the Court and OCA in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the State Auditor's Office's, OCA's and the Court's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards. The State Auditor's Office, OCA and the Court, shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Contractor relating to this contract.

4.24 WORK MADE FOR HIRE. “Work” is defined as all reports, digital recordings, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research materials, intellectual property or other property developed, produced, or generated in connection with the Contract and paid for with CIP funding. All work performed pursuant to the Contract and paid for with CIP funding, shall be provided to and become the property of the Court, the Children’s Commission and CIP and may be used for any purpose that the Court or the Children’s Commission deems appropriate in furtherance of the Children’s Commission stated mission or other objective identified in Sections 1.3 and 2.4.

4.25 FORCE MAJEURE. Neither the Contractor, the Court, nor OCA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any PO resulting from this RFP 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.

4.26 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. The address for Contractor will be the address on the Proposal. The address for OCA will be that specified in Section III of this RFP. Either party may change its designated notice address by written notification to the other party.

4.27 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.

4.28 CONTRACTS FOR SERVICES. In accordance with Government Code Section 2155.4441, the Contractor shall purchase products and materials produced in the State of Texas, when available at a price and time comparable to products and materials produced outside the State.

4.29 CANCELLATION. If Contractor is in default on the Contract or OCA terminates the contract due to false statements or breach of representation, OCA may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent. The defaulting Contractor will not be considered in the re-solicitation any may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed. Within one calendar day after termination of this Contract by OCA due to default, false statements or breach of representations, the Contractor shall deliver to OCA all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely deliver such work or any and all documentation or other products and results of the services shall be considered a material breach of the Contract.

4.30 DEFAULT. If Contractor is found to be in default under any provision of this Contract, the Court may cancel the Contract without notice and either re-solicit or award the contract to the next best responsive and responsible Respondent.

4.31 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 the Court and OCA under the Contract or applicable law.

4.32 IMMIGRATION. Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under this Contract.

4.33 EQUAL OPPORTUNITY. Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, and disability in the performance of this Contract.

4.34 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES. Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that 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 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.