



TEXAS SCHOOL F/T BLIND & VISUALLY IMPAIRED
INVITATION FOR BIDS

IF NOT BIDDING
DO NOT RETURN THIS FORM.

BID OPENING ▶ July 9, 2021 at 2 PM
REQUISITION NO. ▶ 771-21-0005
NO PUBLIC OPENING, DUE TO COVID.

AGENCY TO INVOICE
Texas School f/t Blind & Visually Impaired
1100 West 45th Street
Austin, TX 78756
DESTINATION OF GOODS IF DIFFERENT THAN ABOVE
Texas School f/t Blind & Visually Impaired
Central Warehouse
1100 West 45th Street
Austin, TX 78756

WHEN BIDDING:
Each bid must be submitted in a separate email, notating the IFB number, IFB name (notate bid #, if submitting more than one bid).

EMAIL BIDS:
dunnb@tsbvi.edu
512-206-9151

τ FAILURE TO SIGN WILL DISQUALIFY BIDτ

AUTHORIZED SIGNATURE

DATE

Printed name of Signer

- By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
Bidder agrees to comply with all terms and conditions below and on attached pages.

τ VENDOR ADDRESS AND IDENTIFICATION NUMBER τ

VID: _____

Address: _____

Address 2: _____

City, State, Zip: _____

Federal EIN: □□□□□□□□□□

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP: □

- Delivery in ___ days, cash discount ___% ___ days or net 30.
Check below if preference claimed under 34 TAC Rule 20.306
() Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
() Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident Service-disabled veteran
() Agriculture products produced or grown in Texas
() Agriculture products and services offered by Texas bidders
() Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
() Texas vegetation native to the region
() USA produced supplies, material, equipment or agricultural products
() Products of persons with mental or physical disabilities
() Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
() Energy efficient products
() Rubberized asphalt paving material
() Recycled motor oil and lubricants
() Products produced at facilities located on formerly contaminated property
() Products and services from economically depressed or blighted areas
() Vendors that meet or exceed air quality standards
() Recycled or reused computer equipment of other manufacturers
() Foods of higher nutritional value (for consumption in a public cafeteria only)
() Commercial production company or advertising agency located in Texas

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

Every vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site: http://www.irs.gov/businesses/

The Texas School for the Blind and Visually Impaired (TSBVI)- a Texas state agency, is an academic environment. TSBVI is currently seeking bids to establish a Purchase Order for the Procurement of Commercial Linen Rental and Laundry Services for the campus dorm rooms and consists of items such as blankets, bedding, towels, washcloths and bath mats.

All communications and questions concerning this solicitation, including any of a technical nature, shall be made in writing to the purchaser referenced on this solicitation. Bidders are specifically barred from making contact with any user department personnel, including TSBVI Board Members, involved in this solicitation for the purpose of discussing this solicitation. Violation may result in bidder disqualification.

Please be advised, the deadline for all questions concerning this solicitation will be June 24, 2021 at 10:00 AM. Any questions received after this date and time will not be considered. Q&A responses are anticipated to be posted to the ESBD and TSBVI Internet: https://www.tsbvi.edu/procurement/bid-opportunities-solicitations on June 25, 2021 at 2:00 PM. It is the responsibility of the Vendor to check the responses. TSBVI reserves the right to respond to questions as seen fit. The Respondent's failure to periodically check the ESBD will not release the selected contractor from adhering to all addenda or additional information resulting in additional cost to meet the requirements of the IFB. All respondents must submit a completed and signed W-9 along with a Certificate of Insurance to be considered for award. Respondent must mark any portion of the response confidential as necessary, otherwise all portions of the response will be subject to Public Record.

Bidders are cautioned to carefully read the specification(s). Bidders must direct our attention to any exceptions to the specification(s); even though your catalog or spec sheet may or may not list specifications for your product.

Bidder is requested to provide the name, phone number and email address of a point of contact for the submitted bid response; however, bidder is hereby advised that this point of contact will not be recognized nor accepted in lieu of the "authorized signature" requirement of this Invitation for Bids.

Name: _____

Phone number: _____

Email address: _____



INVITATION FOR BIDS
Texas School F/T Blind & Visually Impaired

BID OPENING ▶ July 9, 2021 at 2 PM

REQUISITION NO. ▶ IFB-771-2021-0005

VENDOR
VENDOR ID (VENDOR NAME)

Schedule of Events:

IFB Issue Date:	June 11, 2021
Questions Due Date:	June 24, 2021 at 10:00 AM
Question Anticipated Response Date:	June 25, 2021 3:00 PM
Bid Due Date:	July 9, 2021 at 2:00 PM
Anticipated Commencement Date:	July 16, 2021

Vendor will furnish all labor, materials, and services as specified herein, and as otherwise required to furnish Commercial Linen Rental and Laundry Service. All linens will be furnished by Vendor, as well as all bags necessary for delivery of clean linens and pick-up of soiled linens.

Texas School for the Blind and Visually Impaired, hereinafter called "TSBVI", will perform the following services:

1. All soiled linen will be collected by TSBVI's representative at designated pick-up location site prior to pick-up by Vendor.
Vendor's representative will perform the following services:
 - A. Clean linen will be delivered to designated central delivery/pick-up area on Tuesdays and Thursdays of each week during the period of this service contract.
 - B. TSBVI's representative will count the clean linen delivered by Vendor's representative. Any discrepancy will be reconciled at that time by both representatives.
 - C. Any items of clean linens that still bear stains and/or other discoloration will be processed as follows:
 1. Items will be counted by type and quantity will be entered on separate laundry ticket provided by Vendor.
 2. This laundry ticket will be given to Vendor's representative with an explanation that those items need to be re-done by Vendor.
 3. Vendor's representative will inventory items and verify count of TSBVI's representative.
 4. Vendor will re-laundry items without any additional charge to TSBVI.
2. Washing Formula:
 - A. Vendor shall use washing formula proven to be effective in producing maximum soil removal and whiteness retention, and with a minimum of tensile strength loss. Vendor shall provide TSBVI with detailed documentation of washing formula for review.
 - B. Vendor shall use bacteriostatic ingredient to combat infectious disease (such as staphylococcus infection).
 - C. Linens must be free of excessive stains.
 - D. Linens must have clean, fresh smell.
 - E. **Vendor shall furnish a plan of action for all biohazard material, that does *not* require TSBVI to contract with another Vendor for disposal management. Plan must also include a definition of biohazard material; the process in which these items are sanitized. The vendor must include descriptive instructions for separating biohazard and non-biohazard material(s) on behalf of TSBVI.**
3. Type of Finish:
 - A. Sheets both linens must be free of excessive wrinkles and have an appearance free of tears, rips, stains or frays.
 - B. Bath towels, bath mats and wash cloths shall be tumble dried.
4. Folding and bundling of linens:
 - A. All articles shall be folded and bundled prior to delivery to TSBVI.
 - B. The following items will be packaged as indicated:
 - a. Flat and fitted sheets, 10 per bundle and item identification
 - b. Pillow Cases, 25 per bundle (maximum) and item identification
 - c. Thermal blankets, 5 per bundle (maximum) and item identification
 - d. Bath Towels, 10/20 per bundle and item identification
 - e. Wash cloths, 50 per bundle and item identification
 - f. Bath mats, 10 per bundle and item identification
5. Responsibility for loss: Vendor will be allowed to invoice as indicated in table shown in Section 11. Invoice must detail the items replaced.

6. Billing and Payments:

- A. Vendor shall invoice TSBVI on a monthly basis.
- B. Submitted invoices will be in a standardized format containing Vendor name, address, phone number, dates of service, invoice number, and reflect the TSBVI issued purchase order number. Invoices must reflect item descriptions and quantity of items laundered.

7. Period of Contract:

- A. This contract for Commercial Linen Rental and Laundry Services is for the initial period of July 19, 2021 to August 31, 2021.
- B. TSBVI reserves the right to extend the initial period of the contract for one (1) year.
 - a. Extension period: September 1, 2021 – August 31, 2022
- C. There will be four (1) one-year renewal options offered for this service.
 - a. 1st Renewal Option: September 1, 2022 – August 31, 2023
 - b. 2nd Renewal Option: September 1, 2023 – August 31, 2024
 - c. 3rd Renewal Option: September 1, 2024 – August 31, 2025
 - d. 4th Renewal Option: September 1, 2025 – August 31, 2026
- D. During renewal options, price increase or decrease may be allowed. Price increase or decrease will be verified by use of a Market Survey. If pricing increase is not allowed, an email will be sent to the awarded vendor.
- E. Repeated violations of any of the above conditions or unsatisfactory service will be cause for cancellation of contract with thirty (30) days written notice from Texas School for the Blind and Visually Impaired.
- F. Vendor must maintain a sufficient linen inventory to furnish TSBVI the volume indicated in Section 11 below.

8. TSBVI reserves the right to cancel this contract, with no penalty to TSBVI, with thirty (30) days written notice to the Vendor, if it is to the advantage of TSBVI and or the State of Texas.

9. Point of Pick-up and Delivery:

There will be one (1) point of pick-up and delivery, TSBVI Central Warehouse.

10. Service Frequency:

- A. **Bi-weekly (twice a week)** pick-up and delivery shall be as indicted in Section 1.A. Hours of operation for TSBVI Central Warehouse are Monday – Friday, 8:00 AM – 3:00 PM.
- B. TSBVI is both a Texas state agency AND an academic environment that operates on an academic calendar including state recognized holidays, as such estimated service is **44 weeks** of the year. Vendor will be notified as to if and when delivery and volumes may change based on the campus schedule and inventory needs.

11. Delivery Volume/Packing Slips:

- A. Per DELIVERY volume as required by TSBVI is reflected in the table below.
- B. TSBVI reserves the right to adjust delivery volumes based on campus needs and per Section 10. B.
- C. Complete the table, populating Replacement Cost (per each), Processing Unit Price, Extension Price (QTY x Processing Unit Cost). **** Replacement cost should not be reflected in extension pricing. ****
- D. **Bid responses must include all related service fees**
- E. Bidder must present its best and final pricing, including a complete description any additional value Bidder will add.
- F. Invoice must match packing slips and Purchase Order, if any alterations are needed to the below (IE, invoicing structure) notate the alteration. **Note: If billing is to be by weight, Vendor must furnish weight equivalence schedule.**

Item No.	Class/Item	Description	Replacement Cost	Bi-Weekly QTY	UOM	Processing Unit Price	Extension Price
1.	954-05	Commercial Laundry Service					
		a) Sheets, Twin- Flat		120	EA		
		b) Sheets, Twin- Fitted		160	EA		
		c) Pillow Cases		160	EA		
		d) Blanket - Twin		150	EA		
		e) Mattress Pads		130	EA		
		f) Bath Towels		1600	EA		
		g) Wash Cloths		2400	EA		
		h) Bath Mats		100	EA		
		i) Laundry Bags (disregard if provided as part of the service)		120	EA		

G. Packing Slips- Proposer must provide documentation with each delivery demonstrating the correct number of laundered items delivered. Each delivery cart must be identified with a delivery sheet specifying the exact number laundered items contained in each cart. This information is to be provided on every delivery-no exception.

12. TSBVI requires all bidders to submit a W-9. Any bid submitted that does not contain a W-9 is subject to disqualification.

13. Certificate of Insurance:

A. Contractor shall procure and maintain the below minimum insurance for the entire duration of service performance.

Type of Insurance	Each Occurrence / Aggregate
Workers Compensation	Statutory
Employer's Liability Bodily Injury by Accident	\$500,000 Ea. Accident
Commercial General Liability General Aggregate Applies Per Project	\$1,000,000 Bodily Injury & Property Damage – Each Occurrence \$1,000,000 Aggregate Limit \$1,000,000 Personal Injury & Advertising Liability \$1,000,000 Products / Completed Operations Aggregate Limit \$5,000 Medical Expense per person
Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$1,000,000 Combined Single Limit

- B. Policy must contain additional insured endorsement stating Texas School for the Blind and Visually Impaired and employees are listed as an additional insured and loss payee.
- C. Prior to the commencement of the job and not later than ten (10) days following award, the Contractor must provide to TSBVI, a certificate of insurance as proof that the required insurance is in full effect. *Certificate of Insurance is subject to approval by authorized TSBVI personnel.*
- D. Any bid submitted without proof of insurance is subject to disqualification.

Terms and Conditions

DEFINITIONS. (1) "Contract" means a written contract between a unit of state government and a Vendor for goods or services, or for a project as defined by Texas Gov. Code Section 2166.001, Subtitle F, State and Local Contracts and Fund Management. The term does not include a contract subject to Section 201.112, Transportation Code.
(2) "Vendor" means an independent Vendor who has entered into a contract directly with a unit of state government.

The term does **not** include:

- (A) a Vendor's sub Vendor, officer, employee, agent, or other person furnishing goods or services to a Vendor;
- (B) an employee of a unit of state government; or
- (C) a student at an institution of higher education.

PUBLIC INFORMATION. In accordance with Section 2252.907, Gov. Code, Vendor acknowledges that this contract and information created or maintained in connection with this contract is public information and subject to disclosure as provided by Chapter 552, Gov. Code (Texas Public Information Act). The Public Information Act may require the Vendor to make information related to this contract available to the public pursuant to a request for public information the Vendor agrees, upon request to make information related to this contract that is not otherwise excepted from release by the Public Information Act available to the public in hard copy, unless the requestor of the information consents to receive the information in another mutually agreeable format. The vendor acknowledges that the Texas School for the Blind and Visually Impaired shall not provide legal counsel related to the Vendor's compliance with the Public Information Act.

RFQ COMPLIANCE. Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

Bids should be submitted on this form. Vendors must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the Vendor to establish formal linkage to the bid.

Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

Bid prices are requested to be firm for TSBVI acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

Vendor should enter Texas Identification Number System (TINS) number, full firm name and address of Vendor on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.

Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.

This contract in all its particulars is subject to approval by the Board of Trustees for the Texas School for the Blind and Visually Impaired, to all Federal and Texas State laws, and to all rules and administrative regulations pertaining to the contract project, and any recourse or judicial action shall be in the Courts of the State of Texas in Travis County to the exclusion of all other courts. Vendor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds.

TIE BIDS. Awards will be made in accordance with 34 TAC Rules 20.36(b) (3) and 20.38 (Preferences).

AWARD NOTICE. The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State. Consistent and continued tie bidding could cause rejection of bids by TSBVI and/or investigation for antitrust violations.

Inquiries pertaining to this RFQ must include the requisition number, class/item codes, and opening date.

AWARD OF CONTRACT. A response to this RFQ is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov. Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

STRICT COMPLIANCE. Time is of the essence in the performance of this contract. Vendor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this contract.

INCORPORATION BY REFERENCE. All Invitation for Bids (IFB), Bids, Request for Proposals (RFP), Proposals, Request for Quotes (RFQ), and Quotes associated with this contract hereunder shall be incorporated by reference and this contract shall control.

SPECIFICATION. Unless otherwise specified, items shall be new and unused and of current production.

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the Vendor, on request, at Vendor's expense. Each sample should be marked with Vendor's name and address, and requisition number. Do not enclose in or attach bid to sample.

TSBVI will not be bound by any oral statement or representation contrary to the written specifications of this Request for Quote (RFQ).

Manufacturer's standard warranty shall apply unless otherwise stated in the RFQ.

SERVICES. The Vendor agrees to perform, during the term of this contract, services as described in "Scope of Work" which summarizes the scope of work to be completed. The Vendor agrees to provide the services and any additionally required services necessary under this contract in a prompt, timely and professional manner. **THE VENDOR AGREES CONTRACTED SERVICES WILL NOT BEGIN UNTIL THE CONTRACT IS FULLY EXECUTED AND A PURCHASE ORDER HAS BEEN ISSUED TO THE VENDOR AND THAT PAYMENTS WILL NOT BE MADE BY TSBVI UNTIL AFTER THE SERVICE HAS BEEN RENDERED AND AN INVOICE HAS BEEN PROPERLY SUBMITTED.** Per TSBVI policy, contracted services provided by TSBVI employees or their immediate family members are prohibited without prior approval from the Superintendent or designee.

COMPENSATION. If quote is accepted, TSBVI agrees to compensate the Vendor for services related to the performance of this contract based upon work actually performed not to exceed the total amount of the Purchase Order. **There is no minimum guarantee of service and thus there is no minimum guarantee of payment to any singular company.** The Vendor shall not receive reimbursement for travel, meals and lodging related to services rendered in fulfilling the obligation of this contract unless expressly authorized by TSBVI. This Contract is subject to termination, either in whole or in part, without penalty to TSBVI, subject to appropriation or availability of state funds. TSBVI is a state agency whose authority and appropriations are subject to actions of the Texas Legislature and whose availability of funds may be subject to governmental action. If TSBVI becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render Vendor's delivery or performance under this Contract impossible or unnecessary, this Contract will be terminated, either in whole or in part. In the event of a termination under this Section, TSBVI will not be liable to Vendor or any other person or entity for any payments, damages or any other amounts which were otherwise due or which may be caused or associated with such termination and TSBVI will not be required to give prior notice.

NO LIABILITY UPON TERMINATION. If this contract is terminated for any reason, TSBVI and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Vendor may be entitled to the remedies provided in Texas Gov. Code, Chapter 2260.

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

TERMINATION. Notwithstanding the termination or expiration of this contract, the provisions of this contract 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 this contract. TSBVI may, in its sole discretion, terminate this contract upon thirty (30) days' written notice to Vendor. Such notice may be provided by facsimile or certified mail; return receipt requested and is effective upon Vendor's receipt.

- a) Convenience: TSBVI may, in its sole discretion, terminate this contract upon thirty (30) days' written notice to Vendor. Such notice may be provided by facsimile or certified mail return receipt requested and is effective upon Vendor's receipt. In the event of such termination, the Vendor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. Customers shall be liable only for payments for any goods or services ordered from the Vendor before the termination date.
- b) Cause/Default: If the Vendor fails to provide the goods or services contracted for according to the provisions of the contract, or fails to comply with any terms or conditions of the contract. TSBVI may, upon written notice of default to the Vendor immediately terminate all or any part of the contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the contract reference Texas Gov. Code 2260, Resolution of Certain Contract Claims Against the State. TSBVI may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the contract. The exercise of any of the foregoing remedies will

not constitute a termination of the contract unless TSBVI notifies the Vendor in writing prior to the exercise of such remedy. The Vendor shall be liable for all costs and expenses, including court costs, incurred by TSBVI with respect to the enforcement of any of the remedies listed herein.

- c) **Rights upon Termination or Expiration:** In the event that the contract is terminated for any reason, or upon its expiration, TSBVI and Customers shall retain ownership of all associated work products and documentation obtained from the Vendor under the contract.
- d) **EXCESS OBLIGATION PROHIBITED (Term Without Cause).** Contract is subject to termination or cancellation, without penalty to TSBVI, either in whole or in part subject to the availability of state funds. TEX CONST ART III §49a, TEX CONST ART VIII §6, General Appropriations Act, Art IX, § 6.03 (2017-2018 Biennium)

AMENDMENTS: This Contract may be amended only upon written amendment between TSBVI and Vendor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void ab initio.

NOTICES. Except as expressly provided herein, any notice required or permitted to be given under this contract must be in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, to the individuals and addresses shown below:

Vendor: reference signature page for legal address.

Texas School for the Blind and Visually Impaired

1100 W. 45th Street, Austin, Texas 78756

Attn: Director of Procurement

PARTIALLY COMPLETED WORK. No later than the first calendar day after the termination of this contract, or at any time and from time to time TSBVI shall request and within 30 days of any such request, Vendor shall deliver to TSBVI 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 this contract. Vendor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the TSBVI.

OWNERSHIP OF WORK. Vendor recognizes that TSBVI will have perpetual, exclusive, non-transferrable license to use any work product or deliverables developed by the Vendor in the performance of the services and delivered to TSBVI, upon TSBVI's payment in full of all amounts due hereunder. The Vendor retains ownership of all information, software and other property owned by it prior to this contract or which it develops independently of this contract and all work products compiled or developed by the Vendor in the performance of this contract.

WORK MADE FOR HIRE. For the purposes of this contract, the term "Work" is defined as all reports, statistical analyses, 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 this contract. All work performed pursuant to this contract is made the exclusive property of TSBVI. All right, title and interest in and to said property shall vest in TSBVI upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this contract. To the extent that title to any such work may not, by operation of law, vest in TSBVI, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TSBVI. TSBVI shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Vendor must give TSBVI and/or the State of Texas, as well as any person designated by TSBVI and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Vendor for the services rendered under this contract.

DELIVERY. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days' mean calendar days, unless otherwise specified. Failure to state delivery time obligates Vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded. If delay is foreseen, Vendor shall give written notice to TSBVI. Vendor must keep TSBVI advised at all times of status of order.

Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TSBVI to purchase the goods or services of this RFQ elsewhere and charge any increased costs for the goods or services, including the cost of re-bidding, to the Vendor.

No substitutions permitted without written approval of TSBVI.

Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

INSPECTION AND TESTS. All goods will be subject to inspection and test by the State. Authorized TSBVI personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the Vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor or held for disposition at Vendor's expense. Latent defects may result in revocation of acceptance.

ASSIGNMENT. Vendor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect. Texas Gov. Code § 2262.056(b).

INVOICING AND PAYMENT. Once services described in "Scope of Work" have been performed and completed or commodity orders are fulfilled in whole (no partial invoices), the Contactor agrees to submit an original invoice referencing Purchase Order number requesting payment for performance: to Accountspayable@tsbvi.edu OR TSBVI, 1100 West 45th Street, Austin, Texas 78703- 5300, Attention: Accounts Payable. Contact number is 512.206.9295. Vendor shall submit 1 copy of an itemized invoice showing TSBVI purchase order number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov. Code. Prior to authorizing payment to Vendor, TSBVI shall evaluate Vendor's performance using the performance standards set forth in all documents constituting this contract. Invoices must be submitted not later than the 15th day of the month after the services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, TSBVI must make all payments in accordance with the Texas Prompt Payment Act, Texas Gov. Code, Chapter 2251. Payments under this contract are subject to the availability of appropriated funds. Vendor acknowledges and agrees that payments for services provided under this contract are contingent upon TSBVI receipt of funds appropriated by the Texas Legislature.

PATENTS, TRADEMARKS, OR COPYRIGHTS. Vendor agrees to defend and indemnify TSBVI and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TSBVI or the State's use of any good or service provided by the Vendor as a result of this RFQ.

CONFIDENTIALITY. Vendor agrees to maintain the confidentiality of information received from the TSBVI during the performance of this contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers and all information, dates or records relating to students of TSBVI and shall not disclose information except as required to the implementation of services in accordance with the terms of this contract, or as may be required by law.

VENDOR ASSIGNMENTS. Vendor hereby assigns to TSBVI any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, et seq., and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, et seq.

VENDOR AFFIRMATIONS. Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the Vendor shall be removed from all bid lists. By signature hereon affixed, the Vendor hereby certifies that:

- The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- Pursuant to 15 U.S.C. §1, et seq. and Tex. Bus. & Comm. Code §15.01, et seq. neither the Vendor nor the firm, corporation, partnership, or institution represented by the Vendor, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- Pursuant to §2155.004, Gov. Code, neither the Vendor nor any person or entity which will participate financially in any contract resulting from this RFQ has received compensation for participation in the preparation of the specifications for this RFQ.
- Pursuant to §231.006(d), Texas Family Code, regarding child support, the Vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Vendor subject to §231.006, Gov. Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- Under §2155.004, Gov. Code, the Vendor certifies that the individual or business entity named in this bid or any contract resulting from this RFQ is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004, prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- As required by §2252.903, Gov. Code, Vendor agrees that any payments due under a contract resulting from this RFQ shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Vendor shall comply with rules adopted by CPA under §§403.055, 403.0551, 2252.903, Gov. Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas. Pursuant to §669.003, Gov. Code, TSBVI may not enter into a contract with a person who employs a current or former executive head of TSBVI until four years has passed since that person was the executive head of TSBVI. By submitting a bid, the Vendor certifies that it does not employ any person who was the executive head of TSBVI in the past four years. If Vendor does employ a person who was the executive head of TSBVI, provide the following information:

Name of Former Executive:

Name _____ of _____ State _____ Agency: _____
 Date _____ of Separation _____ from _____ State _____ Agency: _____
 Position _____ with _____ Vendor: _____

Date of Employment with Vendor:

- In accordance with §2155.4441, Gov. Code, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- **SUSPENSION DISBARMENT TERRORISM** Vendor certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- **PRIOR DISASTER RELIEF CONTRACT VIOLATION** Sections 2155.006 and 2261.053, Gov. Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov. Code, occurring after September 24, 2005. Under §2155.006, Gov. Code, Vendor certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this RFQ may be terminated and payment withheld if this certification is inaccurate.
- **Lobbying.** Vendor represents and warrants that payment to the Vendor and the Vendor's receipt of appropriated or other funds under any contract resulting from this RFQ are not prohibited by §556.005 or §556.008, Gov. Code, relating to the prohibition of using state funds for lobbying activities.
- Vendor certifies that if a Texas address is shown as the address of the Respondent on this Response, Respondent qualifies as a Texas Vendor as defined in Section 2155.444(c) of the Texas Gov. Code.
- Vendor represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TSBVI under the RFQ and any resulting contract, if any, and that Vendor's provision of the requested items under the RFQ and any resulting contract, if any, would not reasonably create an appearance of impropriety.
- **FOREIGN TERRORIST:** Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Gov. Code.
- **BOYCOTT ISRAEL:** If Vendor is required to make a certification pursuant to Section 2271.001 of the Texas Gov. Code, Vendor certifies that Vendor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Vendor does not make that certification, Vendor must indicate that in its Response and state why the certification is not required. TEX GOVT CODE §2271.002.
- **BUY TEXAS:** In accordance with Texas Gov. Code, Section 2155.4441, Vendor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produces outside this state.
- **E-VERIFY:** Vendor certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of:
 1. all persons employed by Respondent to perform duties within Texas; and
 2. all persons, including sub Vendors, assigned by Respondent to perform work pursuant the contract within the United States of America. Executive Order No. RP-80 Tex. Att'y Gen. Op. No. KP-70 (2016)
- If Vendor signs the contract with a false statement or it is subsequently determined that Vendor has violated any of the representations, warranties, guarantees, certifications, or affirmations included in the contract, Vendor will be in default under the contract and TSBVI may terminate or void the contract. TEX GOVT CODE § 2155.077 (a)(2)
- **SEVERABILITY CLAUSE.** In the event that any provision of this contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- **STRICT COMPLIANCE.** Time is of the essence in the performance of this contract. Vendor shall strictly comply with all of the deadlines, requirements, and Standards of Performance for this contract.
- **SUBSTITUTIONS.** Substitutions are not permitted without written approval of TSBVI.

CYBERSECURITY. Vendor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Gov. Code relating to cybersecurity training and required verification of completion of the training program. Texas Govt. Code § 2054.5192

GOVERNING LAW AND VENUE. The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency. TEX GOVT CODE § 2155.0012

HUMAN TRAFFICKING PROHIBITION. Under Section 2155.0061 of the Texas Gov. Code, the Vendor 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. TEX GOVT CODE § 2155.0061

PROTEST PROCEDURES. Any actual or prospective Vendor who is aggrieved in connection with this RFQ, evaluation, or award of any contract resulting from this RFQ may formally protest as provided in CPA's rules at 34 TAC Rule 20.384.

DISPUTE RESOLUTION. The dispute resolution process provided for in Chapter 2260, Texas Govt. Code must be used by TSBVI and the Vendor to attempt to resolve any dispute arising under any contract resulting from this RFQ.

DEFAULT. If Vendor is found to be in default under any provision of this contract, TSBVI may cancel the contract without notice and either resolicit or award the contract to the next best responsive and responsible Vendor. In the event of abandonment or default, Vendor will be responsible for paying damages to TSBVI including but not limited to procurement costs, and any consequential damages to the State of Texas or TSBVI resulting from Vendor's non-performance. The defaulting Vendor 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 is significantly changed.

ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, AS REQUIRED BY 1 TAC CHAPTER 213 (APPLICABLE TO STATE AGENCY AND INSTITUTION OF HIGHER EDUCATION PURCHASES ONLY)

- Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- Vendor shall provide DIR and TSBVI with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

DRUG FREE WORK PLACE. Vendor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§ 8101-8106.) 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 (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

EQUAL OPPORTUNITY. Vendor 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.

NON-APPROPRIATION OF FUNDS. Any contract resulting from this RFQ is subject to termination or cancellation, without penalty to TSBVI, either in whole or in part, subject to the availability of state funds. TSBVI is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TSBVI becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TSBVI or Vendor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TSBVI will not be liable to Vendor for any damages, which are caused or associated with such termination, or cancellation and TSBVI will not be required to give prior notice.

TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provisions of this RFQ to the contrary, Vendor understands that TSBVI will comply with the Texas Public Information Act (Chapter 552, Gov. Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, Vendor will refer to TSBVI any third party requests, received directly by Vendor, for information to which Vendor has access as a result of or in the course of performance under any contract resulting from this RFQ. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the Vendor.

CONFLICT OF INTEREST. Under §2155.003, Gov. Code, a TSBVI employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and Vendors who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of CPA or purchasers of other state agencies.

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

and circumstances surrounding the conviction. In accordance with Texas Education Code, Section 44.034, Notification of Criminal History § (a) (b) and (c).

CRIMINAL HISTORY RECORD INFORMATION. Vendor shall ensure that criminal history record reviews have been conducted in accordance with Texas Education Code, Section 22.0834, Criminal History Record Information Review of Certain Contract Employees AND Texas Education Code, Section 22.0835, Access to Criminal History Records of Student Teachers and Volunteers by Local and Regional Education Authorities. TSBVI reserves the right to perform Criminal Background checks prior to full contract execution.

DEALINGS WITH PUBLIC SERVANTS AFFIRMATION. Pursuant to Section 2155.003 of the Texas Gov. Code, Vendor represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity for future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this contract. TEX GOVT CODE §§572.051 (a)(1), 2155.003 and 34 TEX ADMINISTRATIVE CODE § 20.157

FORCE MAJEURE. Neither Vendor nor TSBVI shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this RFQ 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.

DISASTER RECOVERY PLAN. Upon request of TSBVI, Vendor shall provide the descriptions of its business continuity and disaster recovery plans. TEX GOVT CODE § 441.190, 13 TAC §6.94 (a)(9)

INDEPENDENT VENDOR. Vendor is and shall remain an independent Vendor in relationship to TSBVI. TSBVI shall not be responsible for withholding taxes from payments made under any contract resulting from this RFQ. Vendor shall have no claim against TSBVI for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

INDEMNIFICATION. VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TSBVI, ITS OFFICERS, AND EMPLOYEES AND VENDORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ANY AGENT, EMPLOYEE, SUBVENDOR, OR SUPPLIER OF VENDOR IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH VENDOR RESULTING FROM THIS RFQ. VENDOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TSBVI. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE VENDOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TSBVI FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE INEGLIGENT ACTS OR OMISSIONS OF TSBVI OR ITS EMPLOYEES.

INTELLECTUAL PROPERTY-VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS TSBVI AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) TSBVI'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TSBVI BY VENDOR OR OTHERWISE TO WHICH TSBVI HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND TSBVI AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL(OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, VENDOR WILL REIMBURSE TSBVI AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF TSBVI DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF VENDOR OR IF TSBVI IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TSBVI WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

Infringements

a. Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any

modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license contract.

b. If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

If Vendor is notified of any claim subject to this section, Vendor shall notify TSBVI of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Vendor without TSBVI prior written approval. Vendor 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. Vendor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.

HUBS. Vendor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Texas Gov. Code, Chapter 2261. A HUB Subcontracting Plan form must be filled out and returned with the Proposal to be considered responsive. If the Proposal does not include a HUB Subcontracting Plan, it shall be rejected as a material failure to comply with advertised specifications.

RIGHT TO AUDIT. In addition to and without limitation on the other audit provisions of this RFQ, pursuant to §2262.003, Texas Gov. Code, the state auditor may conduct an audit or investigation of the Vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Vendor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Vendor or other 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. This RFQ or any contract resulting from this RFQ may be amended unilaterally by TSBVI to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Gov. Code. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by sub Vendors through the Vendor and the requirement to cooperate is included in any subcontract it awards.

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

MERGER. This contract contains the entire contract between Vendor and TSBVI and supersedes any prior understandings or oral or written contracts between TSBVI and Vendor on the matters contained herein. No modification, alteration, or waiver of any term, covenant, or condition of this contract and any attachments shall be valid unless in writing and executed by TSBVI and Vendor

LIABILITY FOR TAXES. Vendor represents and warrants that it shall pay all taxes or similar amounts resulting from this contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Vendor or its employees. TSBVI shall not be liable for any taxes resulting from this Contract.

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

CAMPUS SECURITY REQUIREMENTS FOR VENDORS. At all times when the Vendor and/of the Vendor's sub- Vendors, staff, and/or volunteers enter a TSBVI facility, each individual must go to the front office of the campus and provide valid identification and justification of their presence on the campus.

MEDIA RELEASES. Vendor shall not use TSBVI's name, logo, or other likeness in any press release, marketing material, or other announcement without TSBVI's prior written approval. TSBVI does not endorse any vendor, commodity or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the offer or the service to which they relate without TSBVI's prior written consent, and then only in accordance with explicit written instructions from TSBVI. Contact the Procurement Director.

OVERPAYMENTS (REFUNDS/CREDITS). TSBVI will not accept any form of credits for overpayment or refund. All overpayments and refunds are to be made in check form only.