TEXAS LOTTERY COMMISSION

PURCHASE ORDER

INVOICE TO:

P.O. Box 16630
Austin, TX 78761-6630

PHONE NUMBER: (512) 344-5000

All terms and conditions set forth in our bid invitation become a part of this order. Vendor guarantees merchandise delivered on this order will meet or exceed specifications specified in the bid invitation.

SHOW THIS NUMBER ON ALL INVOICES, PACKAGES AND CORRESPONDENCE

ORDER NUMBER: 362-18-0023

ORDER DATE: 9/26/2017

VENDOR

15217395159002
TLF PUBLICATIONS, INC.
20 COURTHOUSE SQ STE 207
ROCKVILLE, MD 20850-2338
USA

PCC: Q

Contract Number:

DELIVERY DESTINATION

P.O. Box 16630
Austin, TX 78761-6630
USA

- Prepay all charges

ITEM	DESCRIPTION	GL	DEPT	EREQ	UNIT	QTY	PRICE	EXTENSION
1	Proprietary Purchase: Registration for the following TLC employees to attend La Fleur's 2017 Austin Conference: LotTECH on November 13 - 16, 2017 at the Intercontinental Stephen F. Austin Hotel.	7203	18-100	RQ18-0082	ea	1.00	$0.00	$0.00
2	La Fleur's 2017 Austin Conference: LotTECH registration for Sheila Sanchez.	7203	18-100	RQ18-0082	ea	424.00	$1.00	$424.00
3	La Fleur's 2017 Austin Conference: LotTECH registration for Mary Beth Simpson.	7203	18-100	RQ18-0082	ea	424.00	$1.00	$424.00
4	La Fleur's 2017 Austin Conference: LotTECH registration for Nelda Trevino.	7203	18-110	RQ18-0085	ea	424.00	$1.00	$424.00
5	La Fleur's 2017 Austin Conference: LotTECH registration for Fritz Reinig.	7203	18-110		ea	424.00	$1.00	$424.00
6	La Fleur's 2017 Austin Conference: LotTECH registration for Melissa Villasenor.	7203	18-110		ea	424.00	$1.00	$424.00
7	La Fleur's 2017 Austin Conference: LotTECH registration for Mike Fernandez.	7203	18-700	RQ18-0090	ea	424.00	$1.00	$424.00
8	La Fleur's 2017 Austin Conference: LotTECH registration for Joan Kotal.	7203	18-700		ea	424.00	$1.00	$424.00
9	La Fleur's 2017 Austin Conference: LotTECH registration for Toni Erickson.	7203	18-700		ea	424.00	$1.00	$424.00
10	La Fleur's 2017 Austin Conference: LotTECH registration for Mike Jones.	7203	18-700		ea	424.00	$1.00	$424.00
11	La Fleur's 2017 Austin Conference: LotTECH registration for Angela Zgabay-Zgarba.	7203	18-700		ea	424.00	$1.00	$424.00
12	La Fleur's 2017 Austin Conference: LotTECH registration for Kelly Cripe.	7203	18-120	RQ18-0098	ea	424.00	$1.00	$424.00
13	La Fleur's 2017 Austin Conference: LotTECH registration for Philip Bates.	7203	18-120		ea	424.00	$1.00	$424.00
14	La Fleur's 2017 Austin Conference: LotTECH registration for Myra Zamora.	7203	18-120		ea	424.00	$1.00	$424.00
15	La Fleur's 2017 Austin Conference: LotTECH registration for Kathy Pyka.	7203	18-200	RQ18-0099	ea	428.00	$1.00	$428.00
16	La Fleur's 2017 Austin Conference: LotTECH registration for Stacy Schuhmann.	7203	18-200	RQ18-0099	ea	424.00	$1.00	$424.00

Texas Lottery Act Section 466.105

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The State of Texas is exempt from all Federal Excise Taxes.
STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims and exemption from taxes under TEX. REV. CIV. STATS., Chapter 20, Title 122A, for purchase of the tangible personal property described in this order, purchased from the contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

TEXAS LOTTERY COMMISSION - Purchasing Section

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ITEM	DESCRIPTION	GL	DEPT	EREQ	UNIT	QTY	PRICE	EXTENSION
17	La Fleur's 2017 Austin Conference: LotTECH registration for Kelly Stuckey.	7203	18-200		ea	424.00	$1.00	$424.00
18	La Fleur's 2017 Austin Conference: LotTECH registration for Tia Pair.	7203	18-200		ea	424.00	$1.00	$424.00
19	La Fleur's 2017 Austin Conference: LotTECH registration for Iris Medina.	7203	18-200		ea	424.00	$1.00	$424.00
20	La Fleur's 2017 Austin Conference: LotTECH registration for Angie Bland.	7203	18-600	RQ18-0100	ea	424.00	$1.00	$424.00
21	La Fleur's 2017 Austin Conference: LotTECH registration for Bob Biard.	7203	18-501	RQ18-0101	ea	424.00	$1.00	$424.00
22	La Fleur's 2017 Austin Conference: LotTECH registration for Andy Marker.	7203	18-501		ea	424.00	$1.00	$424.00
23	La Fleur's 2017 Austin Conference: LotTECH registration for Lea Garey.	7203	18-501		ea	424.00	$1.00	$424.00
24	La Fleur's 2017 Austin Conference: LotTECH registration for Ryan Mindell.	7203	18-501		ea	424.00	$1.00	$424.00
25	La Fleur's 2017 Austin Conference: LotTECH registration for Mario Valdez.	7203	18-130	RQ18-0102	ea	424.00	$1.00	$424.00
26	La Fleur's 2017 Austin Conference: LotTECH registration for Anthony Kozak.	7203	18-130	RQ18-0102	ea	424.00	$1.00	$424.00
27	La Fleur's 2017 Austin Conference: LotTECH registration for Daniel Heinz.	7203	18-130	RQ18-0102	ea	424.00	$1.00	$424.00
28	La Fleur's 2017 Austin Conference: LotTECH registration for Jan Thomas.	7203	18-300	RQ18-0103	ea	424.00	$1.00	$424.00
29	La Fleur's 2017 Austin Conference: LotTECH registration for David Veselka.	7203	18-609	RQ18-0104	ea	424.00	$1.00	$424.00
30	La Fleur's 2017 Austin Conference: LotTECH registration for Clay Kidd.	7203	18-609		ea	424.00	$1.00	$424.00
31	La Fleur's 2017 Austin Conference: LotTECH registration for Michelle Young.	7203	18-609		ea	424.00	$1.00	$424.00
32	La Fleur's 2017 Austin Conference: LotTECH registration for Jesse Nelson.	7203	18-609		ea	424.00	$1.00	$424.00
33	La Fleur's 2017 Austin Conference: LotTECH registration for Kathy Alvis.	7203	18-609		ea	424.00	$1.00	$424.00

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ITEM	DESCRIPTION	GL	DEPT	EREQ	UNIT	QTY	PRICE	EXTENSION
34	La Fleur's 2017 Austin Conference: LotTECH registration for Stephen Shook.	7203	18-609		ea	424.00	$1.00	$424.00
35	La Fleur's 2017 Austin Conference: LotTECH registration for Ami Smith.	7203	18-611	RQ18-0105	ea	424.00	$1.00	$424.00
36	La Fleur's 2017 Austin Conference: LotTECH registration for Rene McCoy.	7203	18-611	RQ18-0105	ea	424.00	$1.00	$424.00
37	La Fleur's 2017 Austin Conference: LotTECH registration for Teresa Edwards.	7203	18-611		ea	424.00	$1.00	$424.00
38	La Fleur's 2017 Austin Conference: LotTECH registration for Aura Andrade.	7203	18-611		ea	424.00	$1.00	$424.00
39	La Fleur's 2017 Austin Conference: LotTECH registration for Lee Robbins.	7203	18-611		ea	424.00	$1.00	$424.00
40	La Fleur's 2017 Austin Conference: LotTECH registration for Will Russ.	7203	18-611		ea	424.00	$1.00	$424.00
41	La Fleur's 2017 Austin Conference: LotTECH registration for Angela Briones.	7203	18-611		ea	424.00	$1.00	$424.00
42	La Fleur's 2017 Austin Conference: LotTECH registration for Lyndi Thomas.	7203	18-611		ea	424.00	$1.00	$424.00
43	La Fleur's 2017 Austin Conference: LotTECH registration for Jim Carney.	7203	18-606	RQ18-0107	ea	424.00	$1.00	$424.00
44	La Fleur's 2017 Austin Conference: LotTECH registration for Patrick Hennigan.	7203	18-606		ea	424.00	$1.00	$424.00
45	La Fleur's 2017 Austin Conference: LotTECH registration for Heidi Moreno	7203	18-612	RQ18-0108	ea	424.00	$1.00	$424.00
46	La Fleur's 2017 Austin Conference: LotTECH registration for Liesa Perez.	7203	18-612	RQ18-0108	ea	424.00	$1.00	$424.00
47	La Fleur's 2017 Austin Conference: LotTECH registration for Dana Ross	7203	18-612	RQ18-0108	ea	424.00	$1.00	$424.00
48	La Fleur's 2017 Austin Conference: LotTECH registration for Amy Berry.	7203	18-612	RQ18-0108	ea	424.00	$1.00	$424.00
49	La Fleur's 2017 Austin Conference: LotTECH registration for Meghann Howard.	7203	18-612	RQ18-0108	ea	424.00	$1.00	$424.00
50	La Fleur's 2017 Austin Conference: LotTECH registration for Laura Walker.	7203	18-612	RQ18-0108	ea	424.00	$1.00	$424.00

Texas Lottery Act Section 466.105

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ITEM	DESCRIPTION	GL	DEPT	EREQ	UNIT	QTY	PRICE	EXTENSION
51	La Fleur's 2017 Austin Conference: LotTECH registration for Laurenne Smith.	7203	18-612	RQ18-0108	ea	424.00	$1.00	$424.00
52	La Fleur's 2017 Austin Conference: LotTECH registration for Ray Page.	7203	18-608	RQ18-0112	ea	424.00	$1.00	$424.00
53	La Fleur's 2017 Austin Conference: LotTECH registration for Fattah Elyabouri.	7203	18-608		ea	424.00	$1.00	$424.00
54	La Fleur's 2017 Austin Conference: LotTECH registration for Tami Pimentel.	7203	18-608		ea	424.00	$1.00	$424.00
55	La Fleur's 2017 Austin Conference: LotTECH registration for Marianne McIntyre.	7203	18-608		ea	424.00	$1.00	$424.00
56	Presenter: Andrew Leeper La Fleur's 2017 Austin Conference: LotTECH complementary registration.	7203	18-608		ea	1.00	$0.00	$0.00
57	Additional Complementary Registrations for Gary Grief, Robert Tirloni, Dale Bowersock, Michael Anger, and Julie Terrell.	7203	18-608		ea	1.00	$0.00	$0.00

Texas Lottery Act Section 466.105

TOTAL AMOUNT: **$22,900.00**

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TEXAS LOTTERY COMMISSION - Purchasing Section

By Scott Meyamar, CTPM

TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID/PURCHASE ORDER
ANY EXCEPTIONS THERETO MUST BE IN WRITING

1. BIDDING REQUIREMENTS:

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. As used herein, "bidder" includes, and is used interchangeably with, the term "vendor" or "contractor".

1.2 Bidder 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 bidder to establish formal linkage to the bid.

1.3 Bids must be time stamped at Texas Lottery Commission (TLC) on or before the hour and date specified for the bid opening.

1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.

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

1.6 Bid prices are requested to be firm for TLC 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.

1.7 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder 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.

1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TLC based on an acceptable written reason.

1.9 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.

1.10 **AWARD NOTICE:** TLC 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 TLC and to reject any and all bid items at the sole discretion of the TLC. TLC 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 TLC.

1.11 Consistent and continued tie bidding could cause rejection of bids by the TLC and/or investigation for antitrust violations.

1.12 The telephone number for FAX submission of bids is 1-512-344-5444. This is the only number that will be used for the receipt of bids. TLC shall not be responsible for failure of electronic equipment or operator error.

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

2. SPECIFICATION:

2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Texas Government Code, Title 10, Subtitle D, Section 2155.067. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.

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

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they may be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.

2.5 TLC will not be bound by any oral statement or representation contrary to the written specifications of this bid.

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

3. TIE BIDS:

Awards will be made in accordance with 16 TAC Rule 401.101(e) (Preferences).

4. DELIVERY:

4.1 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 bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, vendor shall give written notice to the TLC. Vendor must keep the TLC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TLC to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

4.3 No substitutions permitted without written approval of TLC.

4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from the TLC.

5. INSPECTION AND TESTS:

All goods will be subject to inspection and test by TLC. Authorized TLC 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 TLC's option, be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT:

A response to this bid is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The provisions of Texas Government Code, Title 4, Subtitle E, Chapter 466, the State

Lottery Act, Section 466.101 shall be applicable to the procurement process herein, and the factors listed in Texas Government Code, Title 10, Subtitle F, Chapter 2261, Section 2261.052 shall be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

7. PAYMENT:
Vendor shall submit 2 copies of an itemized invoice showing TLC order number and agency requisition number on all copies. TLC 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.

8. PATENTS OR COPYRIGHTS:
The vendor agrees to protect the State from claims involving infringement of patents or copyrights.

9. VENDOR ASSIGNMENTS:
Vendor hereby assigns to TLC any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas. TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

10. CERTIFICATIONS:
Signing a bid or contract with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder or vendor hereby certifies that:

a. The bidder 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.

Neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or the Federal Antitrust Laws (see section 9, above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

b. Pursuant to Section 2155.004, Government Code, the bidder has not received compensation for participation in the preparation of the specifications for this bid.

c. Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named in this bid 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.

d. Pursuant to section 231.006(d) Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

e. The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees 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 vendor or any agent, employee, subcontractor, or supplier of vendor in the execution or performance of this contract.

f. Vendor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

g. Bidder certifies that it is in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

h. Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

i. The TLC is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing bidders / vendors with the Federal General Services Administration's System for Award Management (SAM), https://www.sam.gov/portal/public/SAM/ which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

j. Pursuant to Texas Government Code Section 2261.053, effective September 1, 2007, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been convicted of violating a federal law, or assessed a penalty in a federal civil or administrative enforcement act, in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2261.053, Government Code, the contractor certifies that the individual or business entity named in this bid 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.

k. Bidder certifies that the bidding entity and its principals are eligible to participate in th**is** transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity, and that Bidder is in compliance with the State of Texas statutes and rules relating to procurement.

l. Pursuant to Texas Government Code § 2270.002, the Executive Director may not award a contract for goods or services unless the contract contains a written verification from the Proposer/Bidder that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. By signing and submitting a (bid/proposal), the (bidder/proposer) certifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.

m. Under § 2252.152 of the TEX. GOV'T CODE ANN., a state agency may not award a contract to a company engaged in business with Iran, Sudan, or a foreign terrorist organization. The Bidder certifies it is not ineligible to receive a state contract under § 2252.152.

n. Pursuant to Section 572.069 of the TEX. GOV'T CODE, the Successful Proposer/Bidder certifies that it has not employed and will not employ a former state officer or employee of the Texas Lottery who participated in a procurement or contract negotiation for the Texas Lottery involving the Successful Proposer within two years after the contract has been signed or the procurement is terminated or withdrawn.

11. Pursuant to Section 231.006(c), Family Code, any bid must include Names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Attach Name & Social Security Numbers for each person. This information must be provided prior to contract award.

Name:

_____

Social Security Number:

Name:

_____

Social Security Number:

Name:

_____

Social Security Number:

12. NOTE TO BIDDER:

Any terms and conditions attached to a bid will not be considered unless specifically referred to on this bid form and may result in disqualification of the bid. If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's response to the solicitation, and a proposed alternative must also be provided. Bidders cannot take a 'blanket exception' to the entire solicitation or its terms and conditions.

13. NON-APPROPRIATION OF FUNDS:

TLC's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and TLC will have no further obligation to make any payments.

14. TERMINATION WITHOUT PENALTY:

Pursuant to Texas Government Code § 466.014(c), the Executive Director of the Texas Lottery Commission is permitted to terminate this Contract, without penalty, if an investigation reveals that vendor would not be eligible for a sales agent license under Texas Government Code § 466.155.

15. TERMINATION FOR CONVENIENCE:

The Texas Lottery Commission reserves the exclusive right to terminate any contract, in whole or in part, on thirty (30) days' written notice to the awarded vendor, or immediately, with written notice, if in the TLC Executive Director's sole judgment the integrity of the Texas Lottery Commission is in jeopardy and it is in the best interest of the Texas Lottery Commission to do so.

16. TERMINATION COSTS:

Upon termination by the TLC, the TLC agrees to pay Contractor the then-current Contract rate(s) for goods or services provided by Contractor under this Contract and accepted by the TLC, in its sole discretion, through the Contract expiration/termination date. This agreement, however, does not waive any right or remedy otherwise available to the TLC, such as withholding of payment, should the goods or services fail to meet specifications, or for any reason otherwise allowed under this Contract.

17. TEXAS PUBLIC INFORMATION ACT:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

18. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later than thirty (30) calendar days after request, Vendor shall provide agency with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

19. SECURE ERASURE OF HARD DISK PRODUCTS AND/OR SERVICES:

Vendor agrees that all products and/or services provided hereunder that are equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the product's useful life or the end of the related services contract for such products and/or services, in accordance with 1 TAC 202.

20. SECTION 466.103 CERTIFICATION:

Pursuant to Texas Government Code § 466.103, the Executive Director may not award a contract for the purchase or lease of facilities, goods or services related to lottery operations to a person who would be denied a license as a sales agent under Texas Government Code § 466.155. Vendor certifies that it has reviewed Texas Government Code § 466.155 and that it would not be denied a license as a sales agent pursuant to said section.

21. ACCOUNTING RECORDS AND AUDITS:

21.1 The Successful Bidder and its subcontractors are required to maintain and retain their books, records, information and any and all other supporting fiscal documents relevant to showing any contract payments were expended in accordance with the laws and regulations of the State of Texas, including, but not limited to, requirements of the Texas Comptroller of Public Accounts and the Texas State Auditor.

21.2 These records shall be available to the Texas Lottery, its internal auditor or external auditors (and other designees) and the Texas State Auditor at all times during the Contract period and for four (4) full years after (i) the expiration date of the Contract or (ii) final payment under any contract awarded pursuant to this solicitation, whichever is later.

21.3 Pursuant to Section 2262.154, Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this purchase order or contract or indirectly through a subcontract under this purchase order or contract. The Successful Bidder understands that acceptance of funds under this purchase order or 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 Successful Bidder further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. The Successful Bidder will ensure that this provision concerning the State Auditor's Office'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. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of the Successful Bidder relating to this Contract or purchase order.

22. DISPUTE RESOLUTION:

In addition to the dispute resolution process provided for in Texas Government Code, Chapter 2260, the provisions of 16 TAC 403.201 – 223 must be used by the Successful Bidder to attempt to resolve all disputes brought by the Successful Bidder arising under this purchase order or contract.

Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the TLC the bidder shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes unless specifically authorized by Texas law.

23. CODE OF CONDUCT:

Except when circumstances require otherwise, employees of the Texas Lottery Commission and employees, subcontractors and agents of vendor should meet only at Texas Lottery headquarters.

Employees, subcontractors and agents of vendor may not offer or give anything of value to any Texas Lottery Commission employee.

Employees, subcontractors and agents of vendor may not socialize with any Texas Lottery Commission employee.

24. PURCHASE OF TICKET BY OR PAYMENT OF PRIZE TO CERTAIN PERSONS:

In accordance with Texas Government Code § 466.254 (Purchase of ticket by or Payment of Prize to Certain Persons), no member, officer or employee of the Successful Bidder directly involved in selling or leasing the goods or performing the services that are the subject of a contract with the Texas Lottery Commission or that member's, officer's or employee's spouse, child, brother, sister, or parent, who resides in the same household of the principal place of residence of such officer or employee, shall purchase a Texas Lottery ticket or be paid a prize in any Texas Lottery game. Vendor certifies that it has read, understood and will abide by the provisions of Texas Government Code § 466.254, Purchase of Ticket by or Payment of Prize to Certain Persons, during the term of the purchase order. Vendor shall ensure that this requirement is made known to each member, officer and employee of Vendor directly involved in selling or leasing the goods or performing the services that are the subject of this purchase order. TLC considers "directly involved" to mean, by way of illustration only, responsible for and/or actively participating in (1) contract negotiations (including contract signatories); (2) contract administration (e.g., regular or direct contact with TLC staff), or (3) contract performance (including assigned project/team leaders and members and anyone else who oversees or performs the work or provides the services.) Again, by way of illustration, support staff (such as clerical, accounting or delivery employees) are not considered to be "directly involved" unless they also serve in the roles listed above for "directly involved" employees.

25. NEWS RELEASES, ADVERTISEMENTS, AND PUBLICITY:

The Successful Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TLC, and then only in accordance with explicit written instructions from TLC. The Successful Bidder must not use the name of the State of Texas or TLC in any advertisement, promotion, or otherwise for any purpose regarding this contract without advance written consent.

26. FORCE MAJEURE:

Except as otherwise provided herein, neither the Successful Bidder nor the TLC shall be liable to the other for any delay in, or failure of performance of, any covenant contained herein caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. For purposes of this solicitation and any contract/Purchase Order resulting therefrom, "force majeure" is defined as "an act of God or any other cause of like kind not reasonably within a party's control and which, by the exercise of due diligence of such party, could not have been prevented or is unable to be overcome." The Successful Bidder must inform the TLC in writing within three (3) days of the existence of such force majeure or otherwise waives this right as a defense.

27. RELATIONSHIP OF THE PARTIES:

The Successful Bidder and the TLC agree and understand that the Successful Bidder shall render the goods, services, and requirements under the Contract as an independent contractor, and nothing contained in the Contract resulting from this solicitation will be construed to create or imply a joint venture, partnership, employer/employee relationship, principal-agent relationship, or any other relationship between the parties. Employees of the Successful Bidder will not be considered employees of the TLC within the meaning of any federal, state, or local law, ordinance, or regulation, including but not limited to, laws, ordinances, or regulations concerning unemployment insurance, social security benefits, workers compensation, or withholding requirements.

28. ASSIGNMENT:

No right or obligation under this contract may be assigned without the prior written approval of the TLC, and in the event of any such approval, the terms and conditions hereof shall apply to and bind the party or parties to whom the right or obligation is assigned as fully and completely as the Successful Bidder is hereunder bound and obligated. No assignment shall operate to release the Successful Bidder from its liability for the timely and effective performance of its obligations hereunder. Assignments made in violation of this provision shall be null and void. Subject to the limitations on assignment contained herein, this contract shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties hereto.

29. FORMAT OF CONTRACT DELIVERABLES:

Contractor is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. Contractor shall provide all Contract deliverables in a format approved by the Texas Lottery and accessible by the public.

30. VENDOR PERFORMANCE:

In accordance with Texas Government Code §§ 2155.074 and 2155.075, vendor performance may be used as a factor in the award.

31. U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM

By entering into a Contract for services with the Texas Lottery Commission, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U. S. Department of Homeland Security's E-verify system to determine the eligibility of:

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons (including subcontractors) assigned by the Successful Bidder to perform work pursuant to the Contract, within the United States of America.