



**State Bar of Texas**

**1414 Colorado, Austin, Texas 78701**

**REQUEST FOR PROPOSAL**

**For AV Service & Equipment Provider for Annual Meeting**

**RFP#2025-AV ANNMTG**

**Dated: March 1, 2024**

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# **State of Texas Contract**

## **AV Service & Equipment Provider**

### **SECTION I**

#### **INTRODUCTION**

The State Bar of Texas is looking for an AV provider at its Annual Meeting held every June. The meeting runs Monday – Saturday with the bulk of the meetings on Thursday and Friday. The contractor will provide AV equipment and services for our Annual Meeting event in June for three consecutive years 2025,2026 and 2027.

#### **PROPOSAL INFORMATION**

**SCHEDULE OF EVENTS:** The State Bar of Texas reserves the right to change the dates shown below upon written notification.

Issue RFP: **March 1, 2024**

Deadline for Submission of Questions: **March 29, 2024**

Deadline for Submission of Proposals: **5:00 p.m. April 12, 2024**

Vendor Selection: **July 2024**

Award of Contract: **On or Before November 1, 2024**

Expected Contract Start Date: **On or Before January 1, 2025**

## SECTION II

### Statement of Work

The State Bar of Texas anticipates that the selected contractor will need to perform services and supply AV equipment at its Annual Meeting held every June. The selected contractor must provide the same project manager every year. Any change due to unforeseen circumstances must be notified to the Annual Meeting point of contact as soon as possible.

**NAME OF EVENT:** State Bar of Texas Annual Meeting

**LOCATION:** June 19-20, 2025 JW Marriott Hill Country, San Antonio

June 11-12, 2026 Marriott Marquis, Houston

June 17-18, 2027 Omni Fort Worth and Convention Center

#### **EVENT DAILY BREAKDOWN:**

##### **Tuesday:**

No meetings this day, Pre-con and preparations only

##### **Wednesday:**

2 meetings this day, our Board Meeting and New Directors Orientation Meeting and setup continues

##### **Thursday:**

Roughly 22 meeting rooms with equipment; 1 large keynote luncheon; Roughly 15-20 Law School and Section receptions only some of them require A/V (usually around 5)

##### **Friday:**

Roughly 16 meeting rooms with equipment, 1 Keynote Breakfast and 1 large Keynote Luncheon

## SECTION III

### Required Proposal Format

Please provide one (1) hard copy and one (1) electronic copy of the following information in your proposal:

1. Cover letter that includes your firm's approach to the work.

2. Proposed Fees

Provide a pricing proposal including a detailed fee breakdown of the individual types of services proposed:

- Completed Labor Costs Table that is attached.
- Completed Equipment Pricing Table that is attached.
- If you provide package or bundle discounts, please provide pricing.
- Best and final pricing. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of those fees.

3. References

Provide reference information for three (3) recent and comparable clients. Please provide information in the following format:

- Client name, location, size, and dates served
- Brief description of scope of services
- Contact person, and phone number

4. Extra detail if necessary

5. Contract terms and conditions

Please address all questions and responses to:

Ann Nunez and Susan Brennan

Physical Address: 1414 Colorado, Austin, Texas 78701

Mailing Address: PO Box 12487, Austin, Texas 78711

Office: 512-427-6810 or 512-427-1523

Fax: 512-427-7274

Email: [ann.nunez@texasbar.com](mailto:ann.nunez@texasbar.com) & [susan.brennan@texasbar.com](mailto:susan.brennan@texasbar.com)

Fax and email proposals are acceptable.

# LABOR RATES

TITLE	RATE PER DAY	RATE PER HOUR
Project Manager		
AV Technician		
AV Specialists		
Video Assist		
Lighting Specialist		
Lighting Assists		
Audio specialist		
Meeting Room Technicians		
Meeting Room Floaters		
Meeting Room Coordinators		
Truck Unloaders/Loaders		
Riggers (Billed by Venue)		

Specify Regular Time (ex: 7:00am to 7:00pm, Monday through Friday) :

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Specify Over Time (Time & a Half) (ex: All day Saturday and Sunday, 7:00pm to 12:00am):

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Specify Double Time (ex: Holidays and 12:00am to 7:00am):

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All crew calls are minimum of \_\_\_\_\_ hours.

# EQUIPMENT PRICING

Cost of equipment will be for the week of the event. If you provide package or bundle discounts, please provide pricing.

<b>Equipment</b>	<b>COST Per Item</b>	<b>Cost Per Week</b>
Microphones: Podium		
Microphones: Handheld		
Microphones: Wireless		
Microphones: Lavalier		
Microphones: Q&A		
Podium		
Table-Top Mic stands		
Projectors		
Screens 6'x10'8"		
Screens 7'6" x 13'4"		
Mixers – Small		
Mixers – Medium		
Mixers – Large		
Speakers with Stands		
DI Box		

## **Standard Meeting Room Setup:**

Podium Mic

2 microphones on table-top stands

Small Mixer

Speakers with Stands (if house sound is not provided in meeting room)

## SECTION IV

### GENERAL TERMS AND CONDITIONS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

#### **DEFINITIONS:**

CMBL: Centralized Master Bidders List, maintained by the Texas Building and Procurement Commission of Texas.

CSPD: Comptroller's Statewide Procurement Division

DIR: Texas Department of Information Resources

HUB: Historically Underutilized Businesses as specified by Texas Government Code

CISV: Catalog Information Systems Offeror: A vendor that has been approved and qualified by the Texas Building and Procurement Commission to sell automated information systems type products and/or services to eligible entities in the state of Texas.

RFP: The Request for Proposal to which these general terms and conditions are attached and incorporated.

Offeror, Bidder, Vendor, Contractor: The legal entity that provides a response to the RFP.

State Bar of Texas or State Bar: The State Bar of Texas

## 1. **BID/OFFER REQUIREMENTS:**

**State Bar of Texas will not be bound by any oral statement** or representation contrary to the written specifications of the RFP.

**Unless otherwise specified, Offer/Bid should be submitted on this form.** Offers must be received at the listed State Bar of Texas office on or before the hour and date specified for the bid opening.

**Late, illegible, incomplete and/or unsigned Offers will be deemed non-responsive** and will not be considered.

Prices quoted are to **include freight prepaid, F.O.B. destination.** Enter unit price on quantity and unit of measure specified - extend and show total. In case of errors in extension, unit prices shall govern.

**Firm Pricing:** Prices offered are expected to be firm for State Bar of Texas acceptance for 30 days from the offer opening date. "Discount from list" offers are not acceptable unless specifically requested. Cash discounts will not be considered in determining the low offer. All cash discounts offered will be taken if earned. Prices may not increase from those bid during the term of the applicable contract or purchase order.

**Offer cannot be altered** or amended after opening time, except by formal negotiation. Any alterations made before opening time are to be initialed by Offeror or the Offeror's authorized agent. No offer can be withdrawn after opening time without approval by State Bar of Texas.

**Tax Exempt:** Purchases made by the State Bar of Texas for its own use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in offer. Tax Exemption Certificates are available upon request.

**Identify All Parties:** State Bar of Texas requires all business partners, equipment, support or maintenance providers who Offeror will use to perform under this agreement to be identified for Agency approval prior to contract award. Substitutions of providers shall be submitted in writing for Agency approval during the term of the agreement.

**No Travel:** State Bar of Texas will not reimburse the offeror for travel and expenses unless specifically provided for in the contract documents. In that event, such reimbursement will not exceed the state travel reimbursement rates and limits established by the then current Appropriations Act.

**RFP Process – Negotiation:** State Bar of Texas reserves the right to negotiate price and terms with any and all offerors; to accept or reject all or any part of a response; waive minor technicalities; to request Best & Final Offers (BAFOs) from any or all Respondents; and make an award that represents Best Value to State Bar of Texas. Subsequent to award, State Bar of Texas may, at its sole option, request Awarded



Vendor to negotiate contract amendments or renewals as is determined to be in the best interest of State Bar of Texas and/or the State of Texas.

## 2. GENERAL CONDITIONS:

**Damage To Grounds And Buildings:** The Offeror must be financially responsible for any or all damage caused by its employees, agents and subcontractors to the State Bar of Texas grounds and buildings. The Offeror is responsible for the removal of all debris resulting from work performed under the contract.

### **Subcontracting, Approval Required:**

It is contemplated by the parties hereto that Offeror shall conduct the performances provided by this contract substantially with its own resources and through the services of its own staff. In the event that Offeror should determine that it is necessary or expedient to subcontract for any of the performances specified herein, Offeror shall subcontract for such performances only after Offeror has transmitted to the State Bar of Texas a true copy of the subcontract Offeror proposes to execute with a subcontractor and has obtained the State Bar of Texas's written approval for subcontracting the subject performances in advance of executing a subcontract. Offeror, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the State Bar of Texas is in no manner liable to any subcontractor(s) of Offeror. In no event shall this provision relieve Offeror of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

**Injuries to Persons:** Offeror is responsible for injury to persons caused by the negligence of Offeror, its employee's or agents, and its subcontractor(s), and supplier(s) including any delivery or cartage company, in connection with any performance pursuant to this contract.

**Repair or Replacement of State Bar of Texas's Equipment:** Offeror shall, at the sole option of the State Bar of Texas, repair, replace, or pay for any and all equipment damaged or lost in connection with the services to be performed pursuant to this contract. If the State Bar of Texas directs Offeror to repair, replace, or pay for such equipment, then Offeror shall do so within forty-eight (48) hours of being notified of same by the State Bar of Texas.

**Indemnification:** Offeror shall indemnify and hold harmless the State Bar of Texas, its officer, agents and employees against any third party claim, demand, damages and liabilities for bodily injury and damage to real or personal property occurring from, in any way incident to, arising out of, or in connection with the acts or omissions of the Offeror or any agent, employee, subcontractor, or supplier of the Offeror in the execution or performance of this contract except to the extent that the bodily injury or damages are the result of the negligence or gross misconduct of the State Bar of Texas. Offeror shall be liable to pay all costs, damages, and attorney's fees incurred by the State Bar of Texas, its officers, agents and employees as a result of any claim, demand, damages, and liabilities for bodily injury and damage to real or personal property occurring from, in any way incident to, arising out of, or in connection with the acts or omissions of the Offeror or any agent, employee, subcontractor, or supplier of the Offeror in the execution

or performance of this contract. Offeror and the State Bar of Texas agree to furnish timely written notice to each other of any such claims for bodily injury or damage to real or personal property.

**Changes to the RFP:** Any changes to the RFP requirements will be by written addendum issued by the State Bar of Texas Purchasing Division.

**General Safety and OSHA Compliance:** Offeror represents and warrants that all articles and services furnished under this Contract meet or exceed the safety standards under all applicable federal and state laws and also those established and promulgated under the Federal Occupational Safety and Health Law and its regulations in effect or proposed as of the Contract date.

**Software:**

Installation – For software that is to be installed by Awarded Vendor, any necessary site preparation specifications shall be furnished in writing by Awarded Vendor as a part of the response.

Upgrades – In the event of software lease, all upgrades and renewals to the software shall be furnished by Awarded Vendor for the entire term of the contract, and are to be included in the contract price.

Source Code – Awarded Vendor agrees to keep, and maintain current, a copy of source code purchased in escrow with the State Bar of Texas and an escrow agent. The escrow agent is authorized to release the source code should Awarded Vendor, for any reason, cease to do business upon payment of accrued fees by the State Bar of Texas.

Virus – All software provided by the Awarded Vendor must be tested by Awarded Vendor for any software viruses prior to delivery.

State Bar of Texas use of Software – Awarded vendor(s) agrees that for software to be used or purchased by State Bar of Texas, available seats may be used by State Bar of Texas any other affiliated entity of the State Bar of Texas

**State Bar of Texas Right to Reproduce Materials and Data:** Awarded Vendor(s) agrees that the State Bar of Texas is free to reproduce, without royalty, all manuals, publications, maintenance programs, diagnostics and documents for exclusive use by the State Bar of Texas for State Bar of Texas business. The State Bar of Texas is free to reproduce, without royalty, necessary material selectively extracted from publications provided, for incorporation into State Bar of Texas-published manuals or distributed information, which are for exclusive use by the State Bar of Texas authorized users. Any proprietary statement contained in any document will be referenced if that document, or any part thereof, is used.

**News Releases or Pronouncements:** The State Bar of Texas does not endorse any Offeror, commodity, or service. News releases pertaining to this transaction and/or advertisements, publications, declarations and any other pronouncements by the Offeror using any means or media mentioning the State of Texas or the State Bar of Texas must be approved in writing by the State Bar of Texas prior to public dissemination.

**Permits:** The Offeror shall be responsible, at Offeror's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes.

**State Bar of Texas Rights:** The State Bar of Texas reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of any offer does not affect this right. The rights of the State Bar of Texas include, but are not limited to, the following:

the right to reject any and all offers, re-solicit, or cancel this RFP

is not required to select the lowest-priced offer, but will take into consideration services that represent the best combination of price and quality.

cancellation of the RFP at its sole discretion;

suspension of the procurement process and issuance of RFP addenda;

rejection, in whole or in part, of any and all proposals received in response to this RFP;

waiver of administrative deficiencies and/or minor technicalities in offers received;

utilization of any and all ideas submitted in the offers received;

directing any Offeror to submit offer modifications addressing subsequent RFP amendments;

elimination of any requirements that are not met by all Offerors upon notice to all parties submitting offers;

making typographical corrections to offers, with the concurrence of the Offeror;

changing computational errors with the written concurrence of the Offeror; and

requesting Offerors to clarify their offers and/or submit additional information pertaining to their offer.

**Written Questions:** Written questions will be answered at the sole discretion of the State Bar of Texas. Any questions should, to the degree possible, cite the specific RFP section number(s) to which the question refers. Any questions received may be answered in a single document (without reference to the name of the entity asking each question) issued by the State Bar of Texas Budget and Purchasing Division. Only answers provided in writing by the State Bar of Texas shall be considered official. Potential Offerors not asking written questions may request to be included in the distribution of copies of questions from other potential Offerors and the State Bar of Texas's answers by submitting a request by the above deadline. Information in any form other than the materials constituting this RFP, including its attachments, supplements, exhibits, and forms, any State Bar of Texas question and answer document, and any RFP addendum shall not be binding on the State Bar of Texas.

**Disclosure of Offers Under the Public Information Act:** All offers and other information submitted to the State Bar of Texas by an Offeror are subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code ("the Act"). After the award and/or execution of a final contract for a particular procurement, offers submitted shall be presumed to be public information and to be subject to disclosure unless a specific exception to disclosure under the Act applies. If it is necessary for an Offeror to include proprietary or otherwise confidential information in its offer, that particular information should be clearly identified and reference shall be made to the specific exception to disclosure in the Act. Merely making a blanket claim that the entire offer is protected from disclosure because it contains some proprietary information is not acceptable, and will not render the entire proposal confidential. Any information which is not clearly identified as proprietary or confidential may be deemed to be subject to disclosure pursuant to the Act. The successful proposal may be considered public information even though parts are marked "confidential". The State Bar of Texas assumes no responsibility for asserting legal arguments for Respondents. Offerors are advised to consult with their legal counsel concerning disclosure issues

resulting from this response process and to take precautions to safeguard trade secrets and other proprietary information.

**Cost of Offer Preparation:** The State Bar of Texas shall not be responsible for any costs incurred by an Offeror in preparing and submitting an offer in response to this RFP.

**Offer Irrevocability Period:** Offers submitted in response to this solicitation are irrevocable for one hundred twenty (120) calendar days following the closing date. This period may be extended at the State Bar of Texas Purchasing Manager's request only by an Offeror's written agreement.

**Discussions:** After offers are opened and evaluated, an award may be made without discussing the offer with any of the Offerors. In this context, "discussing" means clarifying, modifying, and/or negotiating. However, after the initial responsiveness screening, financial screening, and quality of experience screening, the State Bar of Texas may determine it is necessary to discuss acceptable or potentially acceptable offers with Offerors in order to determine an Offeror's ability to meet the RFP requirements. If discussions are conducted for this purpose, Offerors whose offers are found to be acceptable or potentially acceptable shall be given equal opportunity to discuss their offer with the State Bar of Texas and revise them accordingly. In this context "potentially acceptable" means reasonably susceptible to being made acceptable. Following these discussions, a time and place shall be set for receipt of best and final offers from all Offerors whose proposals are acceptable. No changes to proposals or prices shall be allowed after best and final offers are received unless the State Bar of Texas, in its sole discretion, determines that resubmission would be in the public interest.

**Oral Presentations:** The State Bar of Texas may, at its discretion, elect to have Offerors provide oral presentations of their offers.

**Best and Final Offers** Based upon the State Bar of Texas's evaluation of the Offerors' responses to this RFP, the State Bar of Texas shall determine if there is a need to solicit a "Best and Final" offer. A request for a "Best and Final" offer shall be at the sole discretion of the State Bar of Texas and shall be requested in writing from the State Bar of Texas's Central Purchasing Division. Any unsolicited Offeror requests for a "Best and Final" offer shall not be considered.

**Award Of Contract:** A response to an RFP is an offer to contract with the State based upon the terms, conditions, and specifications contained in the RFP. Offers do not become contracts unless and until they are accepted by the State Bar of Texas or through a State Bar of Texas Purchase Order. The contract shall be executed in and governed, construed and interpreted under the laws of the state of Texas. State Bar of Texas reserves the right to negotiate price and terms with any and all Offerors, to accept or reject all or any part of an offer, waive minor technicalities, to request Best and Final Offers from all or any Offerors, and make an award that represents Best Value to the Agency. Subsequent to award, State Bar of Texas may, at its sole option, request the Offeror to negotiate contract amendments or renewals as is determined to be in the best interest of the agency or the State.

**Offeror Assignments:** No assignment is permitted the Offeror without prior written consent of State Bar of Texas. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by State Bar of Texas, assignment will not release Offeror from its obligations pursuant to the contract.

**State Bar of Texas Assignments:** State Bar of Texas may sub-lease or assign equipment and related services provided via the contract to other entities which are affiliated with and to which the State Bar of Texas provides support or services.

**Dispute Resolution Procedures:** Any actual or prospective Bidder or Offeror who is aggrieved in connection with the solicitation, evaluation, award of, or performance under a contract may formally protest to the Executive Director (hereinafter, the Director). Such protests must be made via certified mail and received in the Director's office within ten (10) business days from the date of the announcement of the award. The written protest must include: the number of the solicitation being protested; the grounds for the protest, including a description of any alleged acts or omissions by State Bar of Texas that form the basis for the protest; any written information which the protestor believes is relevant to the award; and the basis for the protestor's interest in the procurement.

State Bar of Texas will make available to the protestor all requested documents not exempted from disclosure under Texas and federal law. State Bar of Texas will provide copies of these documents upon payment of the fees adopted by State Bar of Texas for record duplication. The protestor will be provided an opportunity for an informal meeting with the Director or designee, to discuss the protest, however, State Bar of Texas may limit the amount of time allocated for the meeting. The Director will make the final written decision to the protestor.

**Debt To The State:** Offeror 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.

**Hold-over Provision:** In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the Offeror and accepted by State Bar of Texas on a month-to-month basis, subject to all original terms and conditions of the contract, for a period not to exceed ninety (90) days following the original contract expiration date. The hold-over monthly service costs shall be the pro-rated per-month rates in effect immediately prior to such expiration. Such hold-over agreement shall not be interpreted to extend the term of the original contract. State Bar of Texas may terminate such hold-over service on the last calendar day of the month by providing written notice of cancellation not less than ten (10) business days prior to the cancellation date.

### 3. FINANCIAL MATTERS, INCLUDING PAYMENT

**Invoicing and Payment Information:** Invoices for Payments or Billings must be submitted to State Bar of Texas at the **address shown on the front side of the Purchase Order (PO)**. Invoice must show State Bar of Texas as the receiving agency. Submit invoice in **two (2) copies**. One copy will be returned when making payment. Your invoice must **show name and address of offeror**, which must be the same as

stated on the contract. The items invoiced must be described in the same fashion as on the State Bar of Texas's Purchase Order and must reference the State Bar of Texas's Purchase Order number and **date** of the Purchase Order must be shown on all copies of the invoice. Invoice must have description of each item. Item numbers must be shown to **correspond with the item numbers on the Purchase Order**. Serial numbers (if applicable), identification of goods delivered or services provided, the delivery date, the delivery location, quantity of each item, and the unit price for each item within a shipment (if applicable), unit of measure specified and total price of each item must be shown, all prices extended on the invoice, with all extensions on the invoice totaled, and the grand total shown. Discounts, if applicable, must be stated, extended, and deducted to arrive at a Net Total for the invoice. Trade-in values must be stated on the invoice. Offeror shall provide additional information and/or documentation as the State Bar of Texas reasonably may require. Offeror shall respond to any State Bar of Texas request for additional information and/or documentation to support payment within five (5) calendar days of receipt. The State Bar of Texas shall not be liable for any performances rendered or obligations incurred on behalf of the State Bar of Texas by Offeror before execution of a Purchase Order

**Time and Obligation for Payment:** State Bar of Texas will incur no penalty for late payment if payment is made within 30 days of acceptance of goods or services, or within 30 days of receipt of an uncontested invoice, whichever comes last. In no event shall use of the product by State Bar of Texas, for any purpose during any phase of the acceptance testing, constitute acceptance of any product by State Bar of Texas. Prior to any payment being made, the goods or services being invoiced must have been received and accepted by State Bar of Texas.

**Liability for and Payment of Taxes:** The Offeror shall pay all taxes resulting from this procurement including but not limited to any federal, state or local income, sales, excise or property taxes. State Bar of Texas is exempt from the payment of sales, excise, and use taxes, taxes on property owned by the State Bar of Texas, and taxes on tangible personal property subject to a lease-purchase agreement. State Bar of Texas shall not be liable to reimburse Offeror for the payment of such taxes incurred by Offeror in acquiring any goods or services as a part of any work called for in this procurement and Offeror's invoice shall not include any amount for such taxes. The State Bar of Texas shall furnish to Offeror, upon request, suitable documentation of the State Bar of Texas's exemption from such taxes on goods and services procured on behalf of the State Bar of Texas.

**Contingency Based Upon Appropriations and Funding:** The State Bar of Texas is an agency of the judicial branch of Texas government. Performance by the State Bar of Texas under any agreement resulting from this RFP may be dependent upon the continuing of its existence by the Legislature, the appropriation and allotment of funds by the Supreme Court of Texas (the "Court") and/or allocation of funds by the Board of Directors of the State Bar of Texas (the "Board"). If the Legislature and/or Court fails to continue the existence of the State Bar of Texas as it currently exists, or the Court fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds to the State Bar of Texas to fulfill its obligations and responsibilities under any agreement resulting from this RFP, then the State Bar of Texas may terminate any agreement resulting from this RFP without any further duty or obligation there under. Offeror acknowledges that the activities of the Legislature, the Court, and the Board, and that the appropriation, allotment, and the allocation of funds are beyond the control of the State Bar of Texas. State Bar of Texas will not be in default for nonpayment under this contract if such appropriated funds are not available to State Bar of Texas for payment of State Bar of Texas's obligations under this contract. In such event State Bar of Texas will promptly notify Offeror, and the contract shall terminate simultaneous with the termination of any such funding.

#### 4. RELATIONSHIP AND DUTIES OF OFFEROR AND STATE BAR OF TEXAS

**Independent Offeror:** The Offeror acknowledges that it is an independent offeror and, as such, is free of control and supervision by the State Bar as to the means or manner of performing all work and/or services hereunder, the State Bar having contracted herein solely for the result of such work and/or services. The Offeror further acknowledges that the RFP and any resulting contractual agreements shall not create any form of partnership or joint venture under the law. The Offeror and the State Bar of Texas shall be independent contractors with respect to each other. The actual performance and supervision of all work and/or services performed hereunder and all materials furnished shall be by the Offeror.

The State Bar's compensation to the Offeror shall be inclusive of all overhead, general and administrative expenses, fully loaded labor rates (inclusive of all applicable taxes and social welfare payments), turnover and income taxes, vehicles, transportation, meals, and miscellaneous expenses, unless otherwise specified in the Contract. All personnel and labor furnished by the Offeror hereunder are either employees of the Offeror or independent offerors, and none are or shall be deemed employees of the State Bar.

Offeror shall be responsible for payment of all federal, state, local or other applicable payroll taxes and make the required contributions for unemployment insurance, pensions, annuities and other retirement benefits, as applicable (including, by way of example and not limitation, income tax, FICA and Medicare withholding; disability or sickness benefit taxes, contributions or payments; and worker's compensation payments, assessments or penalties) imposed or assessed under any provision of any law and measured by wages, salaries or other remuneration paid by the State Bar and/or which may be due from the Offeror engaged in the work and/or services performed hereunder. Offeror shall assure that his subcontractors are similarly responsible for such payments.

It is expressly understood and agreed by both parties hereto that the State Bar of Texas is contracting with Offeror as an independent offeror, and that Offeror, as such, agrees to hold the State Bar of Texas, its agents and employees harmless and to defend and indemnify the State Bar of Texas, its agents and employees from and against any and all claims, demands, damages, liabilities and causes of action of every kind and character which may be asserted by any third party occurring from, in any way incident to, arising out of, or in connection with any acts or omissions of Offeror or any agent, employee, subcontractor, or supplier of the Offeror in the execution or performance of this contract. The Offeror also agrees to hold harmless and indemnify the State Bar of Texas, its agents and employees from any and all expenses of whatever kind including attorney's fees incurred in litigation or administrative proceedings or otherwise resulting from such claims, suits, demands, damages, liabilities and causes of action of every kind and character occurring from, in any way incident to, arising out of, or in connection with the activities to be performed by Offeror hereunder. Offeror understands and agrees that Offeror is not an employee of the State Bar of Texas, and any payments or other benefits accruing to Offeror which may be similar to payments or benefits available to employees of the State Bar of Texas have been determined by the State Bar of Texas to be the method of contracting that involves the least expense to the State of Texas. The State Bar of Texas shall not be liable to Offeror, its employees, agents, or others for the provision of unemployment insurance or workers' compensation coverage to Offeror, its employees, agents, or others. Further the Offeror agrees to hold harmless and indemnify the State Bar of Texas from and against any and all claims, demands, damages, liabilities and causes of action of every kind and character brought by its employees, agents, or others due to personal injuries or injuries of whatever sort and/or the death or disability of such employees, agents, or others resulting from any alleged negligent act of commission or omission on the part of Offeror.

## **5. MATERIALS AND WORK PRODUCT**

Offeror shall supply all equipment and materials required for performance under the Contract. Offeror is responsible for ascertaining that all equipment and materials furnished by its subcontractors are of new quality and in a condition to adequately serve the needs of the system being installed by Offeror. Offeror further assures the State Bar that all work and services performed by Offeror and its subcontractors will be performed in a safe and workmanlike manner. Offeror shall obtain warranties from its subcontractors for materials, equipment and/or work performed where possible, and at completion of the services Offeror shall assign or cause to be assigned such warranties to the State Bar.

Offeror specifically agrees that any materials and work product (including but not limited to drawings, specifications, printed materials, writings, videos, photographs, recordings or other reproducible materials) developed pursuant to the services identified in this contract shall be the property of the State Bar. The State Bar shall have sole ownership rights to any such materials and work product.

### **Copyright, Trade Secret, Intellectual Property, and Patent Infringement and Rights:**

Offeror shall indemnify and hold harmless the State Bar of Texas against any claim of copyright, trade secret, or patent, or intellectual property infringement arising in connection with the performances required of Offeror pursuant to this procurement. Offeror shall be liable to pay all costs, damages, and attorneys' fees incurred by the State Bar of Texas as a result of any claim for the infringement of any United States or internationally protected patent(s) or copyright(s) arising from the use by Offeror or the State Bar of Texas of any equipment, materials, information, or ideas employed or furnished by Offeror in connection with the performances called for in this procurement. Offeror and the State Bar of Texas agree to furnish timely written notice to each other of any such claim of copyright, trade secret, patent, and/or intellectual property infringement.

The Offeror must defend, at its expense, any action brought against State Bar of Texas that is based on a claim that goods supplied by the Offeror, or the use of such goods, infringes a United States patent, copyright or trade secret.

Should the goods, or use of the goods, become the subject of a claim of infringement of a United States patent, copyright or trade secret or intellectual property right, the State Bar of Texas may require the Offeror to procure for State Bar of Texas the right to continue using the goods, to replace or modify the same to remove the infringement, or to accept return of the goods.

Offeror agrees that for the exclusive use by State Bar of Texas for its business, State Bar of Texas is free to reproduce without royalty, all manuals, publications, maintenance programs, diagnostics and documentation pertaining to any product developed as a result of this contract.

## **6. INSURANCE**

Unless otherwise provided for in a subsequent written agreement, the Offeror shall provide and maintain, until the Work covered in this Contract is completed and accepted by the State Bar of Texas, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner. Offeror will be required to obtain the following minimum insurance coverage in connection with this contract:



- |  |   |
|--|---|
| 1. Workers' Compensation:  | Statutory   |
| 2. Employer's Liability  | \$500,000.00  |
| 3. Comprehensive General Liability:  | \$1,000,000.00 each occurrence<br>\$1,000,000.00 in the aggregate |
| 4. Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto) |   |
| a) Bodily Injury:  | \$1,000,000.00 each person<br>\$1,000,000.00 each occurrence      |
| b) Property Damage:  | \$1,000,000.00 each occurrence                                    |
| 5. Owner's and Contractor's Protective                                       | \$1,000,000   |
| 6. Builder's Risk:   | full value of construction portion of contract                    |
| 7. Professional Liability Insurance:   | Minimum \$1,000,000 with terms and carrier acceptable to Owner    |

Proof of such insurance coverage must be presented in the form acceptable to the State Bar of Texas at the time of response. The insurance coverage must be written by a company licensed to do business in the State of Texas, and Offeror shall not cause said insurance coverage to be canceled nor permit any insurance to lapse. Failure to maintain such coverage may void the contract. The proof of insurance and the insurance policies shall contain a provision that coverage afforded under the policies will not be modified, canceled or allowed to expire until at least thirty (30) calendar days prior written notice has been given to the State Bar of Texas.

Offeror shall provide the State Bar of Texas with immediate written notice of cancellation by the insurer of any required coverage or a material change by Offeror or the insurer that affects the coverage. In the event that any of the coverage is canceled by the insurer for any reason, the Offeror shall obtain replacement coverage acceptable to the State Bar of Texas no later than fifteen (15) business days after the cancellation of coverage. If the Offeror fails to maintain the required coverage, the State Bar of Texas shall have the right (without the obligation to do so) to secure same in the name and for the account of the State Bar of Texas, in which event the Offeror shall pay the cost thereof.

If any of the insurance coverage detailed above are required to remain in force after the completion of all services, an additional certificate evidencing continuation of such coverage shall be submitted at the same time that Offeror submits its final invoice for payment under the contract.

## 7. SPECIFICATIONS

Any catalog, brand name or manufacturer's reference used in the RFP is descriptive only (not restrictive), and is used to indicate type and quality desired. Offers on brands that are functionally equivalent will be considered. If offering other than reference specifications, Offeror is to show manufacturer, brand or trade name, and other description of product offered. If Offeror takes no exception to specifications or reference

data in the offer, brand names, numbers, etc., must be furnished as specified in the RFP. If exception is taken and item(s) other than brand(s) specified is offered, illustrations and complete description of product offered are required to be made part of the offer.

Manufacturer's standard warranty shall apply unless otherwise stated in the RFP. Written warranty is to be provided with product, and is to include the point-of-contact name, phone number, and all information needed to initiate a warranty service call.

No Substitutions: The Offeror may make no substitutions to the specifications of any Purchase Order, unless the substitutions are (1) proposed to State Bar of Texas in writing by the Offeror, and (2) supported by the expressed written prior approval of State Bar of Texas.

Replacement Parts Available: The Offeror, in connection with an agreement with the manufacturer of the equipment, warrants that new or reconditioned replacement parts will be available until five calendar years after the date of the award of the contract. All replacement parts must meet or exceed original manufacturer's specifications and be compatible with existing equipment.

All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

Offeror guarantees product offered will meet or exceed specifications; that the product is new, in current production, including the manufacturer's standard equipment and accessories; and is qualified for full maintenance coverage, service and support at, or below, the manufacturer's standard maintenance rates.

## **8. WARRANTIES**

Warranty of Title. Offeror warrants the title to any goods it delivers to the State Bar of Texas incidental to the performance of the Services and that said goods will be free and clear of all liens, mortgages, security interests or other encumbrances.

General Warranty of the Services. Offeror warrants that all services and goods shall be performed in a good and workmanlike manner consistent with industry standards and to any standard stated in the Contract Documents. Offeror shall correct, without delay and at its own expense, any portion of the services and goods that does not meet the warranty and that is discovered within one year after acceptance of the services or goods by correcting the defective portion of such services or goods. The costs of replacement shall be borne by the Offeror and shall include all shipping costs, both to and from Offeror's facility, and the appropriate technical advice and direction for removal of the defect and installation of the corrected services or goods, including on-site services or goods as required. Any repair, replacement, or modification of the services or goods performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the services or goods. In particular, a new warranty period shall apply. Such new warranty period shall expire on the date twelve (12) months from the date of such replacement, repair, or modification.

Intellectual Property Warranty. Offeror warrants that the services and goods and the processes used in performing such shall not infringe on any valid intellectual property rights of other legal entities.

## **9. DELIVERY**

Offeror is to show number of days required to place material in the receiving location under normal conditions. Failure to state delivery time obligates Offeror to complete delivery within 14 calendar days. Unrealistically short or long delivery promises may cause offer to be disregarded. Consistent failure to meet delivery promises will be grounds for termination of the contract.

If delay is foreseen, Offeror shall give written notice to State Bar of Texas. State Bar of Texas has the right to extend delivery date if reasons appear valid. Offeror must keep State Bar of Texas advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes State Bar of Texas to purchase the ordered products elsewhere and charge full increase, if any, in cost and handling to defaulting offeror. Any damages incurred by State Bar of Texas as a result of the default may also be assessed to the defaulting Offeror.

Delivery shall be made on State business days between 8 am and 5 pm, unless prior approval has been obtained from State Bar of Texas.

## 10. VALIDATION, INSPECTION & TESTS

The Offeror agrees to provide State Bar of Texas with information necessary to **validate any statements** made in the offer, if requested by State Bar of Texas. This is to include, but may not be limited to, allowing access for on-site observation, granting permission for State Bar of Texas to verify information with third parties, allowing inspection of Offeror records, and allowing inspection of plans for compliance.

**All goods will be subject to inspection and test** by State Bar of Texas to the extent practicable at all times and places. Tests may be performed on samples called for, or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods that have been delivered and rejected in whole, or in part may, at State Bar of Texas's option, be returned to the offeror or held for disposition at offeror's risk and expense. Latent defects may result in revocation of acceptance.

## 11. TERMINATION OF THE CONTRACT

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

**Cause/Default:** If the Offeror fails to provide the contracted for commodities and or services according to the provisions of this contract, or fails to comply with any of the terms or conditions of this contract, the State Bar of Texas may, upon written notice of default to Offeror, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under this contract.

**No Waiver:** The State Bar of Texas 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 proceed by appropriate court action to enforce the provisions of this contract, or to recover damages for the breach of any agreement being derived from this contract. The exercise of any of the foregoing remedies will not constitute a termination of this contract unless the State Bar of Texas notifies the Offeror in writing prior to

the exercise of such remedy. The Offeror will remain liable for all covenants and indemnities under the aforesaid agreement. The Offeror will be liable for all legal fees, and other costs and expenses, including attorney's fees and court costs, incurred by the State Bar of Texas with respect to the enforcement of any of the remedies listed herein.

**Change in Federal or State Requirements:** If Federal or State laws or regulations or other Federal or State requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this contract and if the parties can not agree to an amendment that would enable substantial continuation of the contract, the parties shall be discharged from any further obligations under this contract.

**Rights Upon Termination or Expiration of Contract:** In the event that the contract is terminated for any reason, or upon its expiration, the State Bar of Texas shall retain ownership of all associated work products and documentation with any order that results from or is associated with this contract in whatever form that they exist. Termination of this contract for any reason shall not release the Offeror from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

**Additional Rights for and upon Termination:**

The parties are allowed to terminate the RFP or any agreement based upon the RFP when amendment or judicial interpretation of State or Federal laws or regulations that render fulfillment of the contract substantially unreasonable, impossible, or unnecessary. State Bar of Texas expressly reserves any and all legal remedies to which it may be entitled to collect any and all damages directly or indirectly resulting from breach of contract, by the Offeror or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf the Offeror. In the event of termination of the contract due to lack of funding or for the convenience of State Bar of Texas, an equitable settlement will be made based on the respective interests of the parties as of the date of termination. State Bar of Texas shall retain ownership of all work products including deliverables, source and object code, and documentation in whatever form that they exist. In addition to any other provision, the Offeror shall transfer title and deliver to the State Bar of Texas any partially completed work products, deliverables, source and object code, or documentation that the Offeror has produced or acquired in the performance of the contract.

**12. FORCE MAJEURE**

Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

**13. AUDIT AND INVESTIGATION**

At any time during the term of any agreement resulting from this RFP and for a period of four (4) years thereafter, the State Bar of Texas, or a duly authorized audit representative of the State Bar of Texas, at its expense and at reasonable times, reserves the right to audit Offeror's records and books relevant to all

services provided under any agreement resulting from this RFP. In the event such an audit reveals any errors/overpayments by the State Bar of Texas, the Offeror shall refund to the State Bar of Texas the full amount of such overpayments within thirty (30) days of such audit findings, or the State Bar of Texas, at its option, reserves the right to deduct such amounts owing to the State Bar of Texas from any payments due Offeror.

#### **14. APPLICABLE LAW AND VENUE**

Offeror agrees that this contract in all respects shall be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. Offeror also agrees that the exclusive venue and jurisdiction of any legal action or suit concerning this contract is, and that any such legal action or suit shall be brought, in a court of competent jurisdiction in Travis County, Texas. Offeror further agrees that all payments shall be due and payable in Travis County, Texas.

#### **15. COMPLIANCE WITH LAW AND CONFORMING AMENDMENTS**

Offeror must comply with all state and federal laws, rules, regulations, requirements and guidelines applicable to Offeror with respect to performing its obligations hereunder and in providing services to State Bar of Texas as these laws, rules, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this contract. State Bar of Texas reserves the right, in its sole discretion, to unilaterally amend this contract throughout its term to incorporate any modifications necessary for State Bar of Texas's or Offeror's compliance with all applicable state and federal laws, rules, regulations, requirements and guidelines. In the execution of the RFP and the Work in any agreement resulting there from, the Offeror shall comply with all applicable State and Federal laws, including but not limited to, laws governing labor, equal employment opportunity, safety, environmental protection and prevailing wage rates. The Offeror shall make himself familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of the Work. The Offeror shall indemnify and save harmless the State Bar of Texas and its official representatives against any claim arising from violation of any such law, ordinance or regulation by the offeror, the offeror's subcontractors and the offeror's employees. Except where expressly required otherwise by applicable laws and regulations, the State Bar of Texas shall not be responsible for monitoring Offeror's compliance with any laws or regulations. ***Competent evidence of compliance with applicable laws shall be furnished.***

**NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of the State of Texas or of the United States of America, and the signatory further certifies that any such person or entity has not communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Printed Name:

Printed Name:

Title:

Company:

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ the \_\_\_\_\_ of, \_\_\_\_\_ on behalf of said bidder.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

## OFFEROR AGREEMENT AND ACKNOWLEDGEMENT

The Offeror must sign this document and return with any response to the RFP. By signing below, the Offeror's firm agrees to provide the items and services described in their offer and agrees to abide by all the terms and conditions as specified in this Request for Offer and in any contract resulting from an award.

### REQUIRED CERTIFICATIONS:

By making this offer and accepting the award of a contract, the Offeror/Offeror certifies to the following:

**All Terms And Conditions Met:** that all terms and conditions listed in or otherwise made a part of the RFP, including this document will be met.

**Inducements:** that the **Offeror 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 offer.

**Conflicts of Interest:** No employee of the State Bar of Texas has a direct interest in the proceeds from a contract resulting from this RFP. No employee of the State Bar of Texas is related within the second degree of consanguinity or affinity to anyone who has a direct interest in the proceeds of a contract arising from this RFP. Any offeror who submits an Offer under this RFP who has been employed by a the State Bar of Texas or any other Texas state agency at any time during the two years preceding the submission of the Offer must disclose the nature of such previous employment, the date the employment was terminated, and the annual rate of compensation for the employment at the time of its termination.

**Not Ineligible:** that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal, state, or local governmental body or agency.

**Franchise Tax:** that the Offeror is not currently delinquent in the payment of any franchise tax owed to the State of Texas, pursuant to Article 2.45, Texas Business Corporation Act.

**Child Support:** that the Offeror is not ineligible to receive the specified payment under Section 231.006, of the Texas Family Code (relating to child support) and acknowledge that this contract may be terminated and/or payment may be withheld if certification is inaccurate.

**Collection of Sales Taxes:** Under Section 2155.004 of the Texas Government Code, Offeror certifies that the individual or business entity named in the bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment with held if this certification is inaccurate.

**Fair Business Practices:** that the Offeror has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Offeror further affirms that no officer of the Offeror has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

**Antitrust:** Neither the Offeror or the firm, corporation, partnership, or institution represented by the Offeror, or anyone acting for same has violated State antitrust laws or the Federal Antitrust Laws.

**No Compensation:** The Offeror has not received compensation for participation in the preparation of the specifications for this RFP. This section does not prohibit an Offeror or contract participant from providing free technical assistance.

**Conflict Of Interest:** Offeror has disclosed any existing or potential conflict of interest relative to the performance of this contract. Failure to do so will be grounds for the termination of this agreement.

**No Collusion:** that it has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

Pursuant to Family Code 231.006 (c), bid includes name and SSN of each person with at least 25% ownership of the business submitting the bid/offer. This information must be provided prior to contract award. Registration on CSPD's CMBL satisfies this requirement.

Any exceptions taken to the terms and conditions as set forth in this document must be identified in detail and accompany the proposal.

Any exceptions not identified in detail at the time this proposal is presented will not be considered.

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Signature of person authorized to make this agreement

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Date Signed

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Printed name of person signing above

**OFFEROR INFORMATION**

Name of Firm

Mailing Address

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Remit to Address

(if different from above)

City, State & Zip Code

Phone No./Fax No.:

E-Mail Address:

Federal ID No.:

Or SSN No.:

Comptroller's Statewide

Procurement Division

Offeror No.:

**Ownership:** Bid must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the bid. Offerors that have pre-registered this information on the CSPD Centralized Master Bidders List have satisfied this requirement.

Name:

SSN:

Name:

SSN: