



State of Texas
Office of the Attorney General

**STATEMENT OF WORK
ACCESS & VISITATION**

Distribution Date: December 1, 2023

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1 INTRODUCTION

The Office of the Attorney General (OAG) seeks to award contracts to county domestic relations offices (or other county offices as appropriate) to provide Access & Visitation services pursuant to the federal Access and Visitation (A&V) Grant; 42 U.S.C. 669b. Counties eligible for a contract must have the existing infrastructure and resources to provide all services described, herein. Awarded contracts will be managed and monitored by the OAG Child Support Division (CSD).

2 ACRONYMS AND DEFINITIONS

When capitalized, the following terms have the meaning set forth below. All other terms have the meaning set forth in the Merriam Webster's Collegiate Dictionary, Eleventh edition.

Table 1: Acronyms and Definitions

Term	Definition
A&V	Access & Visitation
Addendum	A modification of the SOW issued by the OAG and distributed to all potential Respondents.
Audit Entities	Entities that may conduct audits of the funds received pursuant to this Contract, which include the OAG, the State Auditor of Texas, the United States Department of Health and Human Services, and the Comptroller General of the United States (or any of their duly authorized representatives).
Business Day	The days (Monday through Friday) on which the OAG is open for business. The OAG is closed for business on the scheduled holidays indicated below. If a scheduled holiday falls on a weekend, the holiday is generally not observed. The OAG Contract Manager or designee will communicate any variation from the standard holiday schedule as it becomes known.
	Holiday
	When observed
	New Year's Day
	January 1
	Martin Luther King, Jr. Day
	Third (3 rd) Monday in January
	Presidents' Day
	Third (3 rd) Monday in February
	Memorial Day
	Last Monday in May
	Independence Day
	July 4
	Labor Day
	First (1 st) Monday in September
	Veterans' Day
	November 11
	Thanksgiving holidays
	Fourth (4 th) Thursday and Friday in November
	Christmas holidays
	December 24, 25 and 26
Business Hours	On Business Days, 7:00 a.m. to 6:00 p.m. Local Time
Contract	Any contract resulting from this SOW, consisting of the Contract document(s) as described in Section 12, Contract Documents .
Contract Services	Activities within the scope of the executed Contract
Contractor	A county awarded a Contract resulting from this SOW
Controlled Correspondence	Numbered and tracked correspondence regarding Contract-related issues
CSD	Child Support Division
Custodial Parent	Biological parent, legally established parent, an individual who has actual care and custody of a child, or an individual who is court appointed as the primary conservator who has the right to establish the child's primary residence.
Customer	A Custodial or Noncustodial Parent who utilizes the Contractor's A&V services.

Term	Definition
Federal Fiscal Year (FFY)	Federal Fiscal Year, October 1 through September 30
FEIN	Federal Employer Identification Number
Federal Access & Visitation Grant Program (Program)	An Office of Child Support Services (OCSS) federal grant program that “...funds states and territories to operate the A&V program, which helps increase Noncustodial Parents’ access to and time with their children. States are permitted to use grant funds to develop programs and provide services such as: mediation, development of parenting plans, education, counseling, visitation enforcement (including monitored and supervised visitation, and neutral drop-off and pick-up) and development of guidelines for visitation and alternative custody arrangements.” (Access and Visitation (A&V). <i>Office of Child Support Services</i> , https://www.acf.hhs.gov/css/grants/current-grants/access-and-visitation-mandatory-grants . Accessed October 27, 2023.)
Local Time	Central standard time (CST) or central daylight time (CDT), as is then prevailing, in Austin, Texas
Matching Funds	<p>The portion of the total Program expenditures that must be funded by the Contractor. Matching funds must meet all of the following criteria:</p> <ul style="list-style-type: none"> • Are verifiable from the Contractor’s records • Are not included as contributions for any other Federal award • Are necessary and reasonable for accomplishment of project or program objectives • Are provided for in the approved budget • Conform to other provisions of 2 CFR Part 200, as applicable <p>Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program and conforms to 2 CFR 200.306 (e).</p>
Noncustodial Parent	Biological or legally established parent who does not have actual primary custody of the child(ren), or an individual who has court ordered possession and access rights.
OAG	Office of the Attorney General
Party/Parties	The OAG and the Contractor participating in this Contract, individually referred to as a Party and collectively as the Parties.
Respondent	Any county submitting a Response. Unless the Contract clearly indicates otherwise, all terms and conditions of this Contract that refer to Respondent apply with equal force to Contractor.
Response	A Respondent’s submission to this SOW
Title IV-D	The Social Security Act of 1975 contains Title IV-D – a federal law that, in part, requires every state to manage a child support enforcement program. To help fund these programs, the federal government provides money to each state. These funds help cover the operational costs involved in child support enforcement, including establishing orders, enforcement efforts, and tracking and reporting. The Child Support Division (of the Office of the Attorney General) is the official Title IV-D agency in Texas.

3 RESPONSE INFORMATION

3.1 Sole Point of Contact

Direct any communication to the Sole Point of Contact.

The Sole Point of Contact for this Statement of Work (SOW) is:

Jessica Williams
Project Manager
CSD Contract Operations
Jessica.Williams@oag.texas.gov

3.2 Schedule of Events

The OAG reserves the right to change the dates shown below.

Table 2: Schedule of Events

Event	Date/Time
Deadline for Submission of Questions	December 8, 2023 5:00 p.m. Local Time
Questions and Answers Addendum Posted	December 18, 2023 5:00 p.m. Local Time
Deadline for Submission of Responses	January 16, 2024 5:00 p.m. Local Time
Deadline for Submission of Signed Forms	February 1, 2024 5:00 p.m. Local Time
Expected OAG Evaluation of Responses	Mid-January 2024 to Mid-March 2024
Expected Time Period for Discussions (if applicable)	Late-March 2024 to Early-April 2024
Expected Contract Award Date	Late-May 2024

3.3 Questions

Submit all questions regarding this SOW via email to the Point of Contact listed in [Section 3.1, Point of Contact Information](#). The deadline for submitting questions regarding this SOW is the date and time listed in [Section 3.2, Schedule of Events](#).

Questions submitted will be answered at the sole discretion of the OAG and distributed to all potential Respondents. All questions should, to the degree possible, cite the specific SOW section and paragraph number(s) to which the question refers.

Only those answers provided in writing by the OAG will be considered official or binding on the OAG.

3.4 Authority

The OAG is authorized to enter into this Contract pursuant to 231.002, Texas Family Code and 42 U.S.C. 669b.

3.5 Addendum

Should an addition or correction become necessary after this SOW is distributed, an Addendum relating the necessary information will be distributed to all potential Respondents.

3.6 Attachments and Forms

This SOW includes the following attachments and forms.

Table 3: Attachments

#	Attachment
1.	Proposed Domestic Violence Plan Guideline
2.	Monthly Expenditure Report Template
3.	Annual Budget Report Template
4.	Monthly Activity Report Template
5.	Annual Performance Report Guideline

#	Attachment
6.	Demographic Data Report Template

Table 4: Forms

#	Form
A	Certification Regarding Lobbying
B	Initial Budget
C	Respondent Information Form

4 BACKGROUND AND PURPOSE

The Federal A&V Grant is a program for direct services. Federal statute 42. U.S.C. §669b states that A&V Grant funds may be used to support and facilitate Noncustodial Parent (NCP) access to and visitation with their children by means of activities including:

- Mediation (both voluntary and mandatory)
- Co-parenting education
- Counseling
- Parenting plan development
- Visitation enforcement (including monitoring, supervision, and neutral drop-off and pick-up)
- Guidelines for visitation and alternative custody arrangements

The primary objective of the Program is to increase NCP access to and visitation with their children. The target population for this Program is low-income NCPs with an active child support case.

The federal Office of Child Support Services (OCSS) publication, <https://www.acf.hhs.gov/css/resource/collaboration-and-strategic-planning-guide-access-and-visitation-grant>, emphasizes the importance of both parents providing financial and emotional support to their children. The OAG follows OCSS guidance and provides support for the emotional connection between parents and their children.

5 TERM OF THE CONTRACT

5.1 Initial Term and Renewal

The Contract will begin on October 1, 2024, and the initial term will end on September 30, 2025. The Contract may be renewed for three (3), optional, one (1) year terms with the first optional renewal term beginning on October 1, 2025, and concluding on September 30, 2026. The decision to renew the Contract will be at the sole and absolute discretion of the OAG. Such renewal will be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination will be extended pursuant to this provision. By submission of a Response to this SOW, a Respondent agrees to be bound, for the initial term of the Contract and for any renewal term which the OAG may elect to exercise, to perform the services described at the rates specified in the Contract.

5.2 Option to Extend

The Contractor agrees that the OAG may require continued performance, beyond the initial or any renewal Contract term, of any Contract Services described at the rates specified in the Contract. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months or January 31 of the then-ending Contract term year, whichever is later. Such extension of services will be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination will be extended pursuant to this provision. The OAG may exercise this option upon thirty (30) calendar days of written notice to the Contractor.

6 STATEMENT OF WORK/GENERAL REQUIREMENTS

6.1 General Requirements

- 6.1.1 The Contractor will provide direct services to parents to support and facilitate access to and visitation with their children. These services may include:
- Mediation
 - Co-parenting education
 - Counseling
 - Parenting plans development
 - Co-parenting support for never married parents
 - Alternative dispute resolution services
 - Visitation enforcement programs (including monitored and supervised visitation and neutral drop-off and pick-up)
 - Guidelines for visitation and alternative custody arrangements
- 6.1.2 Additionally, the Contractor will:
- 6.1.2.1 Notify the OAG Liaison (as defined in [Section 19.2.2.2, Liaisons](#)) immediately of any break in service.
- 6.1.2.2 Notify the OAG Contract Manager within forty-eight (48) hours of knowledge, via Controlled Correspondence, of any staffing changes, physical location changes, internet system changes, or other events that may impact Contract Services or cause breaks in service.
- 6.1.3 The Contractor will not charge a fee to any Customer receiving Contract Services. In addition, the Contractor will not assess membership fees as a condition of receiving Contract Services.
- 6.1.4 The Contractor will track and report the number of Customers that did not appear for any scheduled appointments (no-shows).
- 6.1.5 The Contractor will develop and maintain relationships with IV-D courts and local CSD offices.
- 6.1.6 The Contractor must notify the OAG Liaison (as defined in [Section 19.2.2.2, Liaisons](#)) within thirty (30) calendar days of any changes made to its eligibility requirements for receiving Program services (including changes to exclusions that prohibit Customers from receiving Program services).

6.2 Target Population

- 6.2.1 The Contractor must ensure that at least eighty percent (80%) of their monthly caseload is comprised of families in the target population:
- Low-income families – families with an annual income of \$35,000 or less
 - Families with child support cases, as stated by the Customer when asked

6.3 Increased Parenting Time

The Contractor must develop a definition of increased parenting time and a methodology for identifying the total number of NCPs that have an increase in parenting time.

6.4 Services

- 6.4.1 The Contractor will provide the following parenting services pursuant to Texas Family Code §203.004:
- Enforce, clarify, or modify court orders for possession of and access to a child
 - Visitation mediation/negotiation
 - Parent education
 - Parenting plans and orders for custody, visitation, and alternative custody arrangements

6.4.2 The Contractor will provide virtual or in-person parent education that includes, but is not limited to:

- Consulting with Customers on Texas Family Code provisions related to A&V
- Offering alternative options to the judicial route for exercising and enforcing parenting time orders
- Explaining parenting time orders and providing a written summary of the parenting time order in plain language
- Addressing frequently asked questions

6.4.3 The Contractor may also provide the following legal services:

- Program assistance to prepare Customers to represent themselves in court
- Legal advice and counseling

6.5 Domestic Violence Safeguards

6.5.1 The Contractor will provide safeguards for the safety of parents and children participating in the Program.

6.5.2 The Contractor will partner with local domestic violence service providers to receive the required training in [Section 6.6.1](#) and to create and maintain a network of resources for Customers.

6.5.3 The Contractor will follow safety protocols pursuant to the Domestic Violence Plan. See *Attachment 1, Proposed Domestic Violence Plan Guideline* for instructions.

6.6 Training

6.6.1 All Contractor staff providing Contract Services must receive a minimum of four (4) hours of domestic violence training per Federal Fiscal Year.

6.6.1.1 Domestic violence training must be completed by all Contractor staff providing Contract Services within six (6) months of Contract execution. Thereafter, domestic violence training must be completed annually and included in the Annual Performance Report.

6.6.1.2 Newly hired Contractor staff must complete domestic violence training within the first six (6) months of employment.

6.6.2 When offered by the OAG, at least one (1) Contractor representative will attend the Annual A&V Conference.

7 OAG RESPONSIBILITIES

The OAG will provide:

7.1.1 Program oversight and coordination through technical assistance and provision of resources, including OAG-produced parent education materials for distribution, as necessary.

7.1.2 Assistance to the Contractor staff to ensure Contract compliance.

7.1.3 Access to CSD Assistant Attorney General consultation regarding local operating procedures for IV-D courts and parenting orders.

7.1.4 An OAG liaison to assist with Program reports, Program compliance, and Program questions.

7.1.5 Technical assistance and training regarding CSD child support services.

8 CONTRACT MANAGEMENT REQUIREMENTS

8.1 Performance Measures

Satisfactory performance of Contract Services will be measured by the Contractor's adherence to each of the terms and conditions of this Contract to the OAG's satisfaction.

8.2 Problem Resolution

The Contractor and the OAG will agree to a plan and timeline for resolution of issues. If all efforts between the Contractor and the OAG fail to resolve the problem within the stated timeline and to the OAG's satisfaction, the OAG may escalate the problem to the Contractor's management and OAG executive management. OAG executive management or representatives and the Contractor's management will agree to a resolution. Any problems or issues must be resolved to the OAG's satisfaction. If the Contractor is aware that a problem exists and fails to report the problem to the OAG, the Contractor will continue to be responsible for meeting the goals and timeliness established in the Contract.

8.3 Remedies for Unsatisfactory Performance

8.3.1 Determination of Unsatisfactory Performance and Corrective Action

- 8.3.1.1 Failure of the Contractor to perform Contract Services will be considered unsatisfactory performance. Unsatisfactory performance issues will be communicated to the Contractor through Controlled Correspondence.
- 8.3.1.2 The Contractor must provide a written response to the OAG Contract Manager by the date specified in the Controlled Correspondence.
- 8.3.1.3 The OAG Contract Manager will review the Contractor's written response and supporting documentation to make a final determination of performance findings.
- 8.3.1.4 The OAG Contract Manager will notify the Contractor of the final determination of performance findings via Controlled Correspondence. If the OAG Contract Manager issues a final determination of unsatisfactory performance, the Contractor will provide a corrective action plan.
 - 8.3.1.4.1 The Contractor must submit a corrective action plan to the OAG Contract Manager within fifteen (15) Business Days of receiving the final determination from the OAG of unsatisfactory performance.
 - 8.3.1.4.2 The corrective action plan must include a timeline for implementation and must be approved by the OAG Contract Manager.

8.3.2 Right to Withhold Payments

- 8.3.2.1 The OAG may withhold payment in whole or in part if the Contractor fails to:
 - Respond to the OAG's initial correspondence regarding Contract performance issues.
 - Submit a corrective action plan to the OAG within the specified time frame.
 - Implement the approved corrective action plan within the specified time frame.
 - Return its performance to a satisfactory status within three (3) months after implementation of the corrective action plan, or other timeframe as specified by the OAG Contract Manager.
- 8.3.2.2 The OAG will resume payments to the Contractor at such time as the OAG finds the Contractor has complied with [Section 8.3.1, Determination of Unsatisfactory Performance and Corrective Action](#). The first payment after resumption will include all costs accrued during the period in which payments were withheld.

8.4 Contract Reporting

The Contractor will comply with the reporting requirements set forth in [Table 6: Contract Reports](#) and the deadlines set forth therein.

The reporting data elements, reporting layouts, and reporting frequency described herein may be modified at any time. Any modifications will be documented using Controlled Correspondence.

Table 5: Contract Reports

Report Type	Report Name	Report Description	Format	Frequency & Due Date	Submit To
Financial Report	Monthly Expenditure Report	Contractor's monthly Program expenditures	See Attachment 2	Monthly – No later than the 20th calendar day of each month	Report must be submitted with invoice (see Section 10.4, Submitting Invoices) to invoices@oag.texas.gov with a copy to Access&VisitationReports@oag.texas.gov
Financial Report	Annual Budget Report	Contractor's anticipated annual Program expenditures	See Attachment 3	Annually – No later than 30 calendar days after OAG Contract Manager request	Access&VisitationReports@oag.texas.gov
Performance Report	Monthly Activity Report	Activities performed in the previous month	See Attachment 4	Monthly – No later than the 20th calendar day of each month	Access&VisitationReports@oag.texas.gov
Performance Report	Annual Performance Report	Summary of Contractor's Program progress during the previous fiscal year	See Attachment 5	Annually – No later than October 20th of each Federal Fiscal Year	Access&VisitationReports@oag.texas.gov
Performance Report	Demographic Data Report	Federally mandated Program reporting elements	See Attachment 6	Monthly – No later than the 20th calendar day of each month	Access&VisitationReports@oag.texas.gov

9 SECURITY AND CONFIDENTIALITY

9.1 General Security and Confidentiality Requirements

The OAG shall not provide, under this Contract, any sensitive or confidential information to the Contractor. Any information the Contractor compiles or creates as a result of this Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Contractor shall establish a method to secure the confidentiality of records and other information relating to Customers in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting the OAG's right of access to recipient case records or other information relating to Customers served under this Contract.

9.2 Contractor's Access to Data and OAG Facilities

The Contractor will have no access to any OAG files or any computer images containing confidential information. The Contractor will not be granted access to or use of OAG facilities. If visiting an OAG facility, the Contractor will be escorted at all times while on the premises.

10 INVOICING AND PAYMENT INFORMATION

10.1 Contract Budget Adjustments

The Contractor's Annual Budget Report is the controlling budget for this Contract. A budget adjustment involves the movement of any amount of funds from one budget category to another budget category. The Contractor must receive written approval from OAG via Controlled Correspondence prior to making a

budget adjustment. Any change to the awarded Contract amount requires a duly executed Contract amendment.

10.2 Reimbursement Limitations and Matching Funds

The Contractor will only be reimbursed for ninety percent (90%) of the total Program expenditures. The Contractor must fund the remaining ten percent (10%) using non-federal sources.

To comply, the Contractor must provide ten percent (10%) of the total Program funds, not a ten percent (10%) match. For example, a contract for \$50,000 would require a minimum match of \$5,555.55. The formula established by OCSS to calculate the total Program expenditures: \$50,000 (OAG Maximum Liability)/.90=\$55,555.55 (total Program expenditures).

Table 6: Matching Funds Example

OAG Maximum Liability	Contractor Responsibility	Total Program Expenditures
\$50,000.00	\$5,555.55	\$55,555.55

The match may be in the form of non-federal cash or in-kind contributions. The Contractor's ten percent (10%) match shall come only from funds not already committed as Matching Funds on another grant. The specific Matching Funds shall not be used for matching purposes with other grants.

The Contractor shall report its matching contribution in the Annual Budget Report and in the Monthly Expenditure Report. The Contractor shall comply with the provisions of 45 C.F.R. §75.306 in calculating Matching Funds.

10.3 Payment Information

To be eligible for reimbursement under this Contract, a cost must have been incurred by the Contractor, within the applicable Contract period, prior to claiming reimbursement from the OAG. The Contractor must comply with directives contained in the state legislative appropriation and following guidelines.

Table 7: Statutory Requirements

Statutory Requirements	Cost Principles	Administrative Requirements	Audit Requirements
42 U.S.C.A. §669b	2 CFR Part 200, Subpart E, 45 CFR Part 75	2 CFR Part 200	2 CFR Part 200, Subpart F, 45 CFR Part 75
Statement of Financial Accounting Standards	Generally Accepted Accounting Principles (GAAP)	Generally Accepted Accounting Principles (GAAP)	Generally Accepted Accounting Principles (GAAP)

10.4 Submitting Invoices

10.4.1 Payment will be made upon submission of an invoice which shall be submitted in accordance with the specifications of this document. The OAG may decline to pay any invoice for services not properly billed to the OAG in the next three (3) billing cycles immediately following the month in which the Contractor provided the services. The invoice must be submitted in the format provided by the OAG.

In addition to the invoice, the Contractor shall submit the appropriate Monthly Expenditure Report (as described in [Section 8.4 Contract Reporting](#)). The Contractor shall provide additional information and/or documentation as the OAG reasonably may require. The Contractor shall respond to any OAG request for additional information and/or documentation to support payment within five (5) calendar days of receipt. The OAG shall not be liable for any performances rendered or obligations incurred on behalf of the OAG by the Contractor before execution of this document. The OAG shall process a properly prepared invoice for payment in accordance with the State procedures for issuing State payments.

Invoices must be submitted via email to invoices@oag.texas.gov.

10.5 Invoice Schedule

The Contractor will submit invoices by the twentieth (20th) calendar day of each month for Contract services rendered during the previous month.

10.6 Refund of Overpayments

The Contractor shall refund to the OAG within thirty (30) calendar days any sum of money which has been paid to the Contractor which the OAG and the Contractor agree has resulted in an overpayment to the Contractor, provided that such sums may be offset and deducted from any amount owing but unpaid to the Contractor.

10.7 Billing at Contract Termination or Conclusion

Upon termination of the Contract for any reason or conclusion of the Contract, and in the event quality assurance measures are not complete, the Contractor shall allow the OAG sufficient time to finalize all quality assurance issues. After all quality assurance issues have been resolved, the OAG shall notify the Contractor to invoice the OAG for the remaining balance due.

10.8 Final Invoice Requirements

A final close-out invoice and supporting documentation in the form and manner prescribed by the OAG shall be submitted by the Contractor and received by the OAG no later than the thirtieth (30th) day after the termination of this Contract or after receiving notice from the OAG to submit the invoice pursuant to [Section 10.7. Billing at Contract Termination or Conclusion](#) above, whichever is later. This final invoice shall be labeled "Final Invoice" and shall include all expenditures and costs incurred, not previously included on an invoice, for which the Contractor expects to receive reimbursement under this Contract.

11 AWARD

The OAG may award Contracts to Respondents that offer the best value to the State and are in the State's best interest, as determined using the evaluation factors described in this section.

An award may be made without:

- Requesting clarifications of the Responses
- Allowing modifications of the Responses
- Discussing and/or negotiating the Responses with any of the Respondents

The OAG will evaluate and score the Response against the following two (2) criteria to determine which Response offers the best value and is in the State's best interest. The OAG will evaluate the Response against the criteria and assign a grand total score for each Response based on a scale of one hundred percent (100%) using the following percentages:

- Section 1: Respondent Qualifications: Forty percent (40%)
- Section 2: Solution: Sixty percent (60%)

12 CONTRACT DOCUMENTS

The Contract will consist of the following documents, which are listed in the order of priority that will be given in the event of a conflict between the documents:

1. The OAG Contract
2. The provisions in this SOW, including its attachments, forms, exhibits, and any addenda
3. The Contractor's Response

No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the applicable documents listed above.

The OAG may agree to amend or reject all or any part of such agreements if doing so would be in the State's and the OAG's best interest. The OAG will not sign form contracts. The OAG will not be bound by any Respondent's limitation of liability.

13 OAG RIGHTS

All submitted Responses become the property of the OAG. The OAG reserves the right to use any and all ideas presented in any Response to the SOW. Selection or rejection of any Response does not affect this right.

The rights of the OAG include, but are not limited to:

1. Cancelling the SOW at its sole discretion
2. Suspending the process and issuing an SOW addenda
3. Rejecting, in whole or in part, any and all Responses received
4. Waiving administrative deficiencies and/or minor technicalities in Responses received
5. Utilizing any and all ideas submitted in the Responses received
6. Directing any Respondent to submit Response modifications addressing subsequent SOW amendments
7. Eliminating any requirements that are not met by all Respondents upon notice to all parties submitting Responses
8. Making typographical corrections to Responses, with the concurrence of the Respondent
9. Changing computational errors with the written concurrence of the Respondent
10. Requesting Respondents to clarify their Responses and/or submit additional information pertaining to their Response

14 EVALUATION OF RESPONSES

14.1 Initial Responsiveness Screening

The OAG will perform an initial responsiveness screening of the Response to verify the submission and completion of all required documentation and forms. A Response determined not to be responsive may be disqualified. A Response which passes the initial responsiveness screening will move forward.

14.2 Financial Assurance Review

The OAG will review the financial resources and financial responsibility of the Respondent and/or the Respondent's agents to determine adequacy to perform the required services. Financial assurance review information determined not to be responsive may disqualify the Respondent from further consideration. Any Respondent whose financial resources or financial responsibility are determined to be inadequate to perform the required services will be disqualified. Disqualification may occur at any time prior to Contract execution.

14.3 Discussions

The OAG may discuss acceptable or potentially acceptable Responses with Respondents (in this context, "discuss" means to clarify, modify, and/or negotiate). If discussions occur, all Respondents with Responses found to be acceptable or potentially acceptable will be given an opportunity to discuss their Responses with the OAG.

14.4 Determining Best Value

The evaluators' comments and the grand total scores (if multiple qualified Responses are received) for Sections 1: Respondent Qualifications and 2: Solution will be reviewed to determine if discussions are necessary and to determine which Responses will qualify for discussions. Upon the conclusion of the evaluation process, the OAG will award to the Respondent(s) with the highest grand total score for Sections 1: Respondent Qualifications and 2: Solution, provided that: (1) it is in the state's best interest to do so and (2), if applicable, the Respondent with the highest scoring Response and the OAG come to an agreement on one (1) comprehensive Contract document.

15 RESPONSE INFORMATION

15.1 Response Irrevocability

Responses submitted in response to this SOW are irrevocable for one hundred twenty (120) calendar days following the Response Due Date (see [Section 3.2. Schedule of Events](#)).

15.2 Costs Incurred

Respondents understand that issuance of this SOW in no way constitutes a commitment by the OAG to award a Contract or to pay any costs incurred by a Respondent in the preparation of a Response to this SOW. The OAG is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas or the OAG.

16 RESPONSE SUBMISSION INSTRUCTIONS

16.1 Response Delivery

Submit the Response in Adobe Portable Document Format (*.pdf) via email to the Sole Point of Contact listed in [Section 3.1. Point of Contact Information](#). The subject line of the email must state: "Access & Visitation: Response."

16.2 Response Organization

The Response must contain a paginated table of contents corresponding to the following sections:

- Section 1: Respondent Qualifications
- Section 2: Solution
- Section 3: Financial Assurance
- Section 4: Assumptions and Exceptions
- Section 5: Proprietary or Confidential Information
- Section 6: Forms
- Section 7: Initial Budget

16.3 Timeliness of Response

To be eligible for consideration, Responses must be received by the OAG Sole Point of Contact no later than the date and time specified in [Section 3.2. Schedule of Events](#). Late Responses will not be considered under any circumstance and will be immediately disqualified.

The Respondent is solely responsible for allowing enough time for the timely receipt of the Response by the Sole Point of Contact.

17 RESPONSE CONTENTS

17.1 Section 1: Company Qualifications

17.1.1 Organizational Summary

The Respondent will submit a summary, of no more than five (5) pages, describing the Respondent organization's overall qualifications and experience to carry out a project of this nature and scope. If more than five (5) pages are provided, only the first five (5) pages will be considered. In addition to the summary, provide the information below. Sections [17.1.2](#) and [17.1.3](#) will not count against the five (5) page limit.

17.1.2 Staffing

The Respondent will provide:

- An organization chart specific to the staff assigned to the Program
- A description of all qualifications and responsibilities for staff performing Program services
- Resumes of each of its staff performing Program services to include the following:
 - Name and job title
 - Relevant education, qualifications, and training
 - Tenure with Respondent organization

17.1.3 **Description of Subcontractors**

The Respondent will provide a list of the subcontractors who will provide goods or services under the Contract, including the following information:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- Listing of each principal partner or officer
- FEIN
- Percentage estimate of the subcontractor's contribution to the overall project

If the subcontracting company is a division or subsidiary of any other organization, the Respondent will include the following information about the subcontracting company's parent organization:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- FEIN

17.2 Section 2: Solution

17.2.1 **SOW Section 6.1, General Requirements**

- 17.2.1.1 Describe the access and visitation related services the Contractor currently offers and note how long these services have been provided.
- 17.2.1.2 Outline the plan for providing services under this Contract, and explain how the proposed Program supports the purpose of the Federal Access and Visitation Grant in [Section 4, Background and Purpose](#).
- 17.2.1.3 Submit an initial plan on how the Contractor will engage Customers that do not appear for scheduled appointments.
- 17.2.1.4 Describe how the Contractor will develop and maintain relationships with IV-D courts and local CSD offices. Describe any existing relationships with IV-D courts or local CSD offices and how they are maintained.
- 17.2.1.5 Describe the Contractors eligibility requirements for receiving Program services and any exclusions that prohibit Customers from receiving Program services.

17.2.2 **SOW Section 6.2, Target Population**

- 17.2.2.1 Provide a plan illustrating how the Contractor will ensure compliance with the target population requirement.
- 17.2.2.2 Provide steps the Contractor will take if there is a decrease in referrals.

17.2.3 **SOW Section 6.3, Increased Parenting Time**

- 17.2.3.1 Provide the Contractor's definition of increased parenting time and methodology for identifying an NCP's increase in parenting time.
- 17.2.3.2 Provide samples of the Contractor's parenting time educational materials.

17.2.4 **SOW Section 6.5, Domestic Violence Safeguards**

- 17.2.4.1 Provide the Contractor's Domestic Violence Plan by answering the questions in *Attachment 1, Proposed Domestic Violence Plan Guideline*.

17.3 Section 3: Financial Assurance

The OAG will review the financial resources and financial responsibility of the Contractor's organization to determine its adequacy to perform the required services. Financial assurance information determined not to be responsive or inadequate to perform the required services may disqualify the Contractor. Disqualification may occur at any time prior to the Contract execution.

17.3.1 Contractor Funding History

For the past three (3) years, enter any private contributions or donations, grant funding, and public funding amounts (in whole dollars) for all programs operated by your organization. If there was no such funding, enter N/A in the "Total Amount Funded" column for each year.

If your organization's reporting year starts in a month other than January, note in Fiscal Year: (Starting Month/Day) – (Ending Month/Day).

Table 8: Funding History

Calendar Year: Jan. 1 – Dec. 31 or Fiscal Year: (Starting Month/Day) – (Ending Month/Day)				
Year	Private Contributions or Donations	Grant Funds	Public Funds	Total Amount Funded or N/A
2021	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0

17.3.2 Contractor Estimated Funding

What is your organization's estimated funding for FFY 2025 A&V services? Include the source of funding and the program that will be funded.

Table 9: Estimated Funding for FFY 2025

Source/Program (name all funding sources)	Amount
Total Estimated Funding for FFY 2025	

17.3.3 Availability of Information

If any of these elements in [Table 9](#) and [Table 10](#) are not available, Respondents shall provide a written statement explaining why each element is unavailable. The OAG, in its sole discretion, will determine the adequacy of any information provided.

17.3.4 Additional Information

The OAG reserves the right to request additional financial information, as it deems necessary, to evaluate the Respondent and/or the Respondent's parent organization or subcontractors and, by submission of a Response, the Respondent agrees to provide same.

17.4 Section 4: Assumptions and Exceptions

The Respondent will explicitly set forth any assumptions regarding, or exceptions to, any part of this SOW, referencing the specific SOW section number (formats shown below). *Any exception may result in the Contract not being awarded to the Respondent. Assumptions may impact the scoring of the corresponding sections of the Response.*

Table 10: Assumptions

Section	Section Title	Assumption

Table 11: Exceptions

Section	Section Title	Exception	Proposed Language

If there are no exceptions, the Respondent will explicitly state that the Respondent takes no exception to any part of this SOW.

If a Respondent does not take exception to or make an assumption regarding any requirement, term, or condition of this SOW in its Response, the Respondent will be deemed to have accepted such requirement, term, or condition as is. *This applies to all parts of the SOW, including the terms and conditions set forth in Section 19.*

17.5 Section 5: Proprietary or Confidential Information

The Respondent shall explicitly identify in this section, using the format provided in [Table 13: Proprietary or Confidential Information](#), any proprietary or confidential information; see [Section 18, Public Information Act](#). If there are no parts of the Response to the SOW that should be treated as proprietary or confidential, Respondents shall explicitly state, accordingly.

Table 12: Proprietary or Confidential Information

Section	Section Title	Page #	Comment

17.6 Section 6: Forms

The Respondent will include the forms described in [Section 3.6, Attachments and Forms](#) unless otherwise noted in this document.

Compliance with this section will impact the overall score for Company Qualifications. See [Section 11, Award](#).

17.7 Section 7: Initial Budget

Respondent shall complete and return *Form B, Initial Budget* with the Response.

17.7.1 The Respondent will include in the Initial Budget submission:

- The completed *Form B, Initial Budget* – The form must include all costs associated with any and all services to be provided; the Respondent will not modify the line items on the form.
- Assumptions upon which the price amounts are based and/or conditions attached to any price amount – These assumptions and/or conditions must be set forth in the table provided at the end of *Form B, Initial Budget* and not contain any price amounts.

17.7.2 *Do not include price information in any other portion of the Response.* Any Response which fails to adhere to this requirement may be disqualified as non-responsive.

18 PUBLIC INFORMATION ACT

As a state agency, the OAG will strictly adhere to the requirements of (a) Chapter 441, Subchapter L of the Texas Government Code regarding the preservation, management, and retention of state records and (b) Chapter 552 of the Texas Government Code (the “Texas Public Information Act”) regarding the disclosure of public information. As a result, by participating in this solicitation process the Respondent acknowledges that all information, documentation, and other materials submitted in response to this SOW may (a) constitute state records for the purposes of Chapter 441, subchapter L of the Texas Government Code and (b) be subject to public disclosure under the Texas Public Information Act.

The OAG is without authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act (the “Act”). Under the Act all information held by governmental bodies is open to public disclosure unless it falls within one (1) of the Act's specific exceptions to disclosure. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and other proprietary information. The OAG will have no liability to the Respondent or any other person or entity for disclosing information in accordance with the Texas Public Information Act.

If it is necessary for a Respondent to include proprietary or otherwise confidential information in its Response, that proprietary or otherwise confidential information, documentation, or materials must be clearly identified on each page upon which it appears and with a written notice (in a format as shown below) identifying the specific exception(s) to disclosure under the Act that the Respondent claims is/are applicable to such information, documentation, or material. Subchapter C of the Act sets forth the Act's exceptions to the required disclosure of information. Please note that claiming a disclosure exception for provided information does not automatically render such information confidential. Further, merely making a blanket claim that all of the submitted information is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire submission confidential. Any information which is not clearly identified as proprietary or confidential will be deemed to be subject to disclosure pursuant to the Act.

The Respondent will indicate, in a format similar to that of [Table 14: Public Information Exceptions](#), which portions of their Response, by page number and/or section number, the Respondent believes would be an exception to disclosure.

Table 13: Public Information Exceptions

Page Number, Section Number	Exception

In the event that the OAG receives a request under the Act for a copy of any information, documentation, or other material for which an exception to required disclosure under the Act is claimed, the OAG will undertake its best efforts to provide the Respondent with notice of the request for release of provided information and afford the Respondent the opportunity to brief the facts that bring the information under the applicable exceptions of the Act.

The Respondent will submit the brief to the OAG Open Records Division. The Open Records Division is the division within the OAG that governmental bodies (including divisions of the OAG) seeking to withhold information under the Public Information Act must apply to for a decision on whether the information is excepted from disclosure. It is not possible to obtain a decision prior to a request for public disclosure being made since the Open Records Division does not render advisory opinions.

The OAG shall not have the obligation or duty to advocate the confidentiality of the Respondent's material to the Open Records Division of the OAG or to any other person or entity. It is the Respondent's sole obligation to advocate the confidential or proprietary nature of any information it provides in its Response, and the Respondent acknowledges that the Open Records Division of the OAG may determine that all or part of any claimed confidential or proprietary information should be disclosed.

As provided for in the Texas Public Information Act, upon request from a member of the Legislature when needed for legislative purposes, the OAG may release the Respondent's entire Response, including alleged confidential or proprietary information. Should the OAG award this solicitation to the Respondent, these provisions survive termination of the Contract.

Additionally, so that the OAG may contact the Respondent concerning any public information requests it receives for the Respondent's Response, the Respondent will provide contact information to the OAG, including a phone number and email address for the named individual responsible for responding to such inquiries. For more information on the Public Information Act's processes and procedures, please refer to Chapter 552, Texas Government Code.

19 TERMS AND CONDITIONS

19.1 Financial Matters

19.1.1 Audit and Investigation

The Contractor understands that acceptance of funds under the Contract acts as acceptance of the authority of the State Auditor's Office (or any successor agency), the OAG (or any successor agency), as well as any external auditors selected by the State Auditor's Office, the OAG, or the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the Audit Entities in the conduct of the audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

The Contractor shall maintain adequate financial records for all related work as directed under 45 C.F.R. Part 75, Subpart D, and make such records available for audit. The Contractor shall also maintain such records as are deemed necessary by the OAG to assure proper accounting for all costs, including expenditure of incentive monies. All of the records specified in this Subsection shall be retained as subsequently specified in this Section.

19.1.2 Audit Exceptions

The Contractor has no unresolved audit exceptions with the OAG. An unresolved audit exception is an exception for which the Contractor has exhausted all administrative and/or judicial remedies and refuses to comply with any resulting demand for payment.

19.1.3 Method of Purchase and Vesting of Ownership/Ownership and Posting of Reports

All goods or services purchased pursuant to this procurement will be purchased using an outright purchase. Upon receipt/installation, acceptance, and payment, the State of Texas will receive title to any personal property, supplies, materials, plans, or reports delivered pursuant to this procurement, except as otherwise agreed to in the Contract documents.

19.1.4 Buy Texas

In accordance with Section 2155.4441, Texas Government Code, the Contractor will, in performing any services under the Contract, purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time to products and materials produced outside Texas.

19.1.5 Liability for Taxes

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

19.1.6 **Legislative Appropriations**

All obligations of the OAG are subject to the availability of legislative appropriations and, for federally funded procurements, to the availability of federal funds applicable to this procurement. The Parties acknowledge that the ability of the OAG to make payments under the Contract is contingent upon the continued availability of funds for this federal grant, the Child Support Enforcement Strategy and the State Disbursement Unit Strategy (collectively "Strategies"). The Parties acknowledge that funds are not specifically appropriated for the Contract and the OAG's continual ability to make payments under the Contract is contingent upon the funding levels appropriated to the OAG for the Strategies for each particular appropriation period. The OAG will use all reasonable efforts to ensure that such funds are available.

The Parties agree that if future levels of funding for this federal grant, the OAG Child Support Enforcement Strategy and/or the State Disbursement Unit Strategy are not sufficient to continue operations without any operational reductions, the OAG, in its discretion, may terminate the Contract, either in whole or in part. In the event of such termination, the OAG will not be considered to be in default or breach under the Contract, nor will it be liable for any further payments ordinarily due under the Contract, nor will it be liable for any damages or any other amounts which are caused by or associated with such termination. The OAG will make best efforts to provide reasonable written advance notice to the Contractor of any such termination. In the event of such a termination, the Contractor will, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG will be liable for payments limited only to the portion of work the OAG authorized in writing and which the Contractor has completed, delivered to the OAG, and which has been accepted by the OAG. All such work will have been completed, per the Contract requirements, prior to the effective date of termination.

19.1.7 **Provision of Funding by United States**

It is expressly understood that any and all of the OAG's obligations and liabilities hereunder are contingent upon the existence of a state plan for child support enforcement approved by the United States Department of Health and Human Services providing for the statewide program of child support enforcement, pursuant to the Social Security Act, and on the availability of Federal Financial Participation for the activities described herein. In the event that such approval of the state plan or the availability of Federal Financial Participation should lapse or otherwise terminate, the OAG will promptly notify the Contractor of such fact in writing. Upon such occurrence the OAG will discontinue payment hereunder.

19.2 Contract Management

19.2.1 **Controlled Correspondence**

In order to track and document requests for decisions and/or information pertaining to the Contract, and the subsequent response to those requests, the OAG and the Contractor will use Controlled Correspondence. The OAG will manage the Controlled Correspondence for the Contract. For each Controlled Correspondence document, the OAG will assign a tracking number and the document will be signed by the OAG Contract Manager and the Contractor's Contract Manager.

Controlled Correspondence will not be used to change pricing or alter the terms of the Contract. Controlled Correspondence will not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the terms of the Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of the Contract and to document the cost impacts of proposed changes.

Controlled Correspondence documents will be maintained by both Parties in ongoing logs. Any communication not generated in accordance with such process will not be binding upon the Parties and will be of no effect.

19.2.2 Notices and Liaison

19.2.2.1 Written Notices Delivery

Any notice required or permitted to be given under this Contract by one (1) Party to the other Party will be in writing and will be addressed to the receiving Party at the address hereinafter specified. The notice will be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It will be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with Return Receipt requested, addressed to the receiving Party at the address hereinafter specified.

19.2.2.1.1 Contractor Address:

The address of the Contractor for all purposes under this Contract and for all notices hereunder will be designated at the time of Contract award.

19.2.2.1.2 OAG Address:

The address of the OAG for all purposes under this Contract and for all notices hereunder will be designated at Contract award.

With copies to (registered or certified mail with return receipt is not required for copies):

Clayton Richter, Managing Attorney (or successor in office)
CSD Legal Services, MC 044
Office of the Attorney General
PO Box 12017
Austin, TX 78711-2017

19.2.2.2 Liaisons

The Contractor and the OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by the Contractor will serve as the initial point(s) of contact for any inquiries made pursuant to the Contract by the OAG and respond to any such inquiries by the OAG.

The liaison(s) named by the OAG will serve as the initial point(s) of contact for any inquiries made pursuant to the Contract by the Contractor and respond to any such inquiries by the Contractor. The liaison(s) and their respective addresses will be named in writing at the time of the execution of the Contract. Subsequent changes in liaison personnel will be communicated by the respective Parties in writing.

19.2.2.2.1 OAG Liaison

Nicole Hunt (or successor in office)
Access & Visitation Manager
PO Box 12017 (Mail Code 038-0)
Austin, TX 78711
Nicole.Hunt@oag.texas.gov
(512) 460-6437

19.2.3 Contract Managers

19.2.3.1 OAG Contract Manager

The OAG will assign a Contract Manager to the Contract. Any changes to this assignment will be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality assurance reviews
- Approve invoices
- Coordinate meetings with the Contractor
- Investigate complaints

The OAG Contract Manager will have no authority to agree to any:

- Contract amendment
- Pricing change

19.2.3.1.1 OAG Contract Manager

Alvaro Copa (or successor in office)
Contract Manager
PO Box 12017 (Mail Code 062)
Austin, TX 78711
Alvaro.Copa@oag.texas.gov
(512) 460-6670

19.2.3.2 The Contractor's Contract Manager

The Contractor will assign a Contract Manager to the Contract. Identification of the Contract Manager and any changes to this assignment will be documented and submitted to the OAG via Controlled Correspondence with fourteen (14) calendar day advance notification. The Contractor's Contract Manager has the authority to:

- Make decisions regarding the deliverables required by the Contract
- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality assurance reviews
- Coordinate meetings with the OAG
- Investigate complaints

19.2.4 Subcontracting Approval Required

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

19.2.5 No Assignment by the Contractor

The Contractor will not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute, a merger will not act to cause the assumption, by the surviving entity or entities, of the Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this section includes, without limitation, the combining of two (2) corporations into a single surviving corporation, the combining of two (2) existing corporations to form a third (3rd) newly created corporation; or the combining of a corporation with another form of business organization.

19.2.6 Reporting Fraud, Waste or Abuse

The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of the Contract to any one of the following listed entities:

- The OAG Contract Manager
- The Division Chief of Contract Operations, Child Support Division
- The Division Chief of Program Innovation, Child Support Division
- The Director for Child Support, IV-D Director
- The OAG Ethics Advisor

- The OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (800-252-8011) or the FWAPP email box (FWAPP@oag.texas.gov)
- The State Auditor's Office hotline for fraud (1-800-892-8348)

The report of suspected misconduct will include (if known):

- The specific suspected misconduct
- The names of the individual(s)/entity(ies) involved
- The date(s)/location(s) of the alleged activity(ies)
- The names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information
- Any documents which tend to support the allegations

The words fraud, waste, or abuse as used in this section, have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant careless or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title, or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

19.2.7 Cooperation with the OAG

The Contractor must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of the Contract. The Contractor agrees to reasonably cooperate with and work with the OAG's vendors, subcontractors, and third-party representatives as requested by the OAG.

19.2.8 Dispute Resolution Process for Claims of Breach of Contract

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used, as further described herein, by the OAG and Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.

A claim for breach of Contract that the Parties cannot resolve in the ordinary course of business will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, the Contractor will submit written notice, as required by Subchapter B, to the Director for Child Support, IV-D Director, Office of the Attorney General, P.O. Box 12017 (Mail Code 033) Austin, Texas 78711-2017. The notice will specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice will also be given to all other representatives of the Parties otherwise entitled to the notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the OAG if the Parties are unable to resolve their disputes under the negotiation process.

Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of the Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract will be considered a waiver of sovereign immunity to suit.

The submission, processing, and resolution of a claim for breach of Contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

19.3 Amendment

This Contract shall not be amended or modified except by written amendment executed by duly authorized representatives of both parties. The Contractor shall not be entitled to payment for any

additional services, work, or products that are not authorized by a properly executed Contract amendment.

19.4 Termination of the Contract

19.4.1 Convenience of the State of Texas

The OAG 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 the OAG determines that such termination is in its best interest. In the event of such a termination, the Contractor will, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. The OAG will be liable for payments limited only to the portion of work the OAG authorized in writing and which the Contractor has completed, delivered to the OAG, and which has been accepted by the OAG. All such work will have been completed, per the Contract requirements, prior to the effective date of termination. The OAG will have no other liability including no liability for any costs associated with the termination.

19.4.2 Cause/Default

If the Contractor fails to provide the contracted for commodities and/or services according to the provisions of the Contract or fails to comply with any of the terms or conditions of the Contract, the OAG may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy but will be in addition to any other rights and remedies provided in equity, by law, or under the Contract.

The OAG 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 the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless the OAG notifies the Contractor in writing prior to the exercise of such remedy. The Contractor will remain liable for all covenants and indemnities under the aforesaid agreement. The Contractor will be liable for all costs and expenses, including court costs, incurred by the OAG with respect to the enforcement of any of the remedies listed herein.

19.4.3 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 the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties will be discharged from any further obligations under the Contract.

19.4.4 Rights upon Termination or Expiration of Contract

In the event that the Contract is terminated for any reason, or upon its expiration, the OAG will retain ownership of all associated work products and documentation with any order that results from or is associated with the Contract in whatever form that they exist.

19.4.5 Survival of Terms

Termination of the Contract for any reason will not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination.

19.4.6 Termination Assistance

19.4.6.1 The obligations of the Contractor under this entire Termination Assistance subsection will survive the termination of this Contract; said termination occurring for any reason.

19.4.6.2 It is the intent of the Parties that at the expiration or termination of this Contract, the Contractor will cooperate with the OAG to assist with the orderly transfer of the services, functions, and operation provided by the Contractor hereunder to another services provider or the OAG itself. The Contractor personnel critical to the transfer efforts will be identified by the Parties. The Contractor will ensure the cooperation of its key employees during the transfer process. The Contractor will provide full disclosure to the OAG of the equipment, software, and third-party supplier services required to perform services previously performed by the Contractor within sixty (60) calendar days of any OAG

request for same. The Contractor will exercise reasonable efforts to affect a transfer of license or assignment of agreement(s) for any software or third-party services utilized by the Contractor to provide services to the OAG. The Contractor will exercise its best effort to ensure that the OAG obtains appropriate access to third-party services, hardware, software, personnel, and facilities required to perform an orderly termination.

- 19.4.6.3 In the event of the expiration or termination of all or part of the services being provided under this Contract, the Contractor will, upon the OAG's request, provide to the OAG or third-party personnel training in the performance of the affected services.
- 19.4.6.4 The Contractor will provide to the OAG and any designated third-party service provider in writing, to the extent available, applicable requirements, standards, policies, operating procedures, and other documentation relating to the affected services and necessary access to the systems and sites from which the affected services were provided.
- 19.4.6.5 The Contractor will provide Termination Assistance, as outlined above, for a period of up to one hundred eighty (180) calendar days after the expiration or termination of all or part of the services hereunder as may be reasonably required by the OAG for the orderly transition of the affected services. Following this Termination Assistance period, the Contractor will answer questions from the OAG on an "as needed" basis.
- 19.4.6.6 All of the foregoing Termination Assistance will be at no additional cost to the OAG.

19.5 General Terms and Conditions

19.5.1 Federal Terms and Conditions

19.5.1.1 Compliance with Law

The Contractor must comply with all state and federal laws, rules, regulations, requirements, and guidelines applicable to the Contractor while: (1) performing its obligations hereunder and to assure with respect to its performances hereunder that the OAG is carrying out the program of child support enforcement pursuant to Title IV, Part D of the federal Social Security Act of 1935 as amended, and (2) providing services to the OAG as these laws, rules, regulations, requirements, and guidelines currently exist and as they are amended throughout the term of this Contract. The OAG reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for the Parties' compliance with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

19.5.1.2 Equal Employment Opportunity

The Contractor agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under the Agreement. The Contractor will comply with Executive Order 11246, "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Agreement Compliance Programs, Equal Employment Opportunity Department of Labor".

The Contractor will ensure that all subcontracts comply with the above provision.

19.5.1.3 Certification Regarding Debarment, Suspension, Ineligibility, and Exclusion from Participation in Contracts

The Contractor certifies by entering into the Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in this transaction by any federal department or agency. The certification requirement of this provision will be included in all subcontracts.

19.5.1.4 Records Retention and Inspection

The Contractor will retain all financial records, supporting documents, statistical records, and any other records, documents, papers, or books (collectively referred to as records) relating to the performances called for in the Contract. The Contractor will retain all such

records for a period of seven (7) years after the expiration of the term of the Contract, or until the OAG or the United States are satisfied that all audit, claim, negotiation, and litigation matters are resolved, whichever period is longer. The Contractor will grant access to all such records to the OAG, the State Auditor of Texas, the United States Department of Health and Human Services, and the Comptroller General of the United States (or any of their duly authorized representatives) for the purposes of inspecting, auditing, or copying such records. The requirements of this provision must be included in all subcontracts.

19.5.1.5 **Environmental Protection**

The Contractor will be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The requirements of this provision will be included in all subcontracts in excess of \$150,000.

19.5.1.6 **Copyrights and Publications**

The Contractor understands and agrees that where activities supported by this Contract produce original books, manuals, films, or other original material (hereinafter referred to as "the works"), the Contractor may copyright the works subject to the reservation by the OAG and/or the United States Department of Health and Human Services, Administration for Children and Families of a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for state and/or federal government purposes:

- The copyright in the works developed under this Contract
- Any rights of copyright to which the Contractor purchases ownership with funding from this Contract

The Contractor may publish, at its expense, the results of Contract performance only with prior OAG review and approval of that publication. Any publication (written, visual, or sound) will include acknowledgment of the support received from the OAG and the United States Department of Health and Human Services, Administration for Children and Families. One (1) copy of any such publication must be provided to the OAG. The OAG reserves the right to require additional copies before or after the initial review. All copies will be provided free of charge.

19.5.1.7 **Certain Disclosures Concerning Lobbying**

The Contractor will comply with the provisions of a federal law known generally as the Lobbying Disclosure Acts of 1989 and the regulations of the United States Department of Health and Human Services promulgated pursuant to said law and will make all disclosures and certifications as required by law. The Contractor must submit with its Response *Form A, Certification Regarding Lobbying*, included with this solicitation. This certification certifies that the Contractor will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. It also certifies that the Contractor will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award by completing and submitting Standard Form LLL. The requirements of this provision will be included in all subcontracts exceeding \$100,000.

19.5.2 **Certifications**

19.5.2.1 **Child Support Obligations**

Under Section 231.006, Texas Family Code, (relating to child support) the Contractor, by entering into the Contract, certifies that it is not ineligible to receive a payment under the Contract and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate.

19.5.2.2 Certification Concerning Dealings with Public Servants

The Contractor, by entering into the Contract, certifies that it has not given 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 this transaction.

19.5.2.3 Certification Concerning Financial Participation

Pursuant to Section 2155.004, Texas Government Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. Section 2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

19.5.2.4 Certification Concerning Hurricane Relief

Sections 2155.006 and 2261.053, Texas Government Code, prohibit the OAG from awarding a contract to any person who, in the past five (5) years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, the Contractor certifies that the individual or business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

19.5.2.5 Certification Concerning Financial Eligibility

The Contractor certifies that it and its principals are eligible to participate in the Contract and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal state or local governmental entity and that the Contractor is in compliance with the State of Texas statutes and rules relating to procurement and contracting and that the Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://sam.gov>.

19.5.2.6 Certification Concerning Conflicts of Interest

The Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to the OAG under the Contract and that the Contractor's provision of the requested items under the Contract would not reasonably create an appearance of impropriety.

19.5.2.7 Certification Concerning Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits the OAG from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined by Section 2252.151 of the Texas Government Code. Under Chapter 2252 Subchapter F of the Texas Government Code, the Contractor certifies that the business entity named in the Contract is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

19.5.2.8 Certification Concerning Israel

In accordance with Texas Government Code, Chapter 2271, Contractor hereby represents and warrants that it does not, and will not for the duration of any resulting Contract or Purchase Order hereunder, boycott Israel as the term is defined under Texas Government Code Section 808.001(1).

19.5.2.9 Certification Concerning Human Trafficking

Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to

receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.

19.5.2.10 Cybersecurity Training

If the Contractor has access to any state computer system or database, the Contractor will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

19.5.2.11 COVID-19 Vaccine Passport Prohibition

The Contractor certifies that it does not require its Customers to provide any documentation certifying the Customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. The Contractor acknowledges that such a vaccine or recovery requirement would make the Contractor ineligible for a state-funded contract.

19.5.2.12 Energy Company Boycotts

If the Contractor is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, the Contractor verifies that the Contractor does not boycott energy companies and will not boycott energy companies during the term of the Contract. If the Contractor does not make that verification, the Contractor must so indicate in its Response and state why the verification is not required.

19.5.2.13 Firearm Entities and Trade Associations Discrimination

If the Contractor is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, the Contractor verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If the Contractor does not make that verification, the Contractor must so indicate in its Response and state why the verification is not required.

19.5.3 General Responsibilities

19.5.3.1 Independent Contractor

The Contract will not render the Contractor an employee, officer, or agent of the OAG for any purpose. The Contractor is and will remain an independent contractor in relationship to the OAG. The OAG will not be responsible for withholding taxes from payments made under the Contract. The Contractor will have no claim against the OAG for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19.5.3.2 No Implied Authority

Any authority delegated to the Contractor by the OAG is limited to the terms of this Contract. The Contractor will not rely upon implied authority and specifically is not delegated authority under this Contract to:

- Make public policy.
- Promulgate, amend, or disregard OAG Child Support program policy.
- Unilaterally communicate or negotiate on behalf of the OAG with any member of the U.S. Congress or any member of their staff, any member of the Texas Legislature or any member of their staff, or any federal or state agency. However, the Contractor is required to cooperate fully with the OAG in communications and negotiations with federal and state agencies, as directed by the OAG.

19.5.3.3 Indemnification and Liability

19.5.3.3.1 HOLD HARMLESS, INDEMNIFICATION, AND DEFENSE

THE CONTRACTOR WILL HOLD HARMLESS, INDEMNIFY, AND DEFEND THE OAG AND ITS EMPLOYEES, AGENTS, AND CONTRACTORS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ALLEGATIONS, SUITS, ACTIONS, JUDGMENTS,

LOSSES, DAMAGES, OR LIABILITIES, OF ANY NATURE WHATSOEVER, ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS RELATING TO THE CONTRACT, OR THAT ARE MADE OR THREATENED AS A RESULT OF THE CONTRACT, OR THAT ARE ASSOCIATED WITH THE PERFORMANCE OF THE CONTRACT (HEREINAFTER "CLAIMS"). THE TERM "CLAIMS" ALSO INCLUDES ANY CLAIM FOR THE INFRINGEMENT OF ANY UNITED STATES OR INTERNATIONALLY PROTECTED PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS ARISING OUT OF THE CONTRACTOR'S OR THE OAG'S USE OF ANY EQUIPMENT, MATERIALS, INFORMATION, OR IDEAS EMPLOYED OR FURNISHED BY THE CONTRACTOR IN CONNECTION WITH THE PERFORMANCES CALLED FOR IN THE CONTRACT. THE TERM "CLAIMS" ALSO INCLUDES ANY CLAIM RELATED TO INJURIES TO ANY PERSONS PRESENT ON OAG OWNED, LEASED, OR OCCUPIED PROPERTY OR PREMISES, WHETHER OR NOT THOSE PERSONS ARE OAG EMPLOYEES, AND IT INCLUDES DAMAGES TO ANY PERSONAL PROPERTY THAT IS PRESENT ON OAG OWNED, LEASED, OR OCCUPIED PROPERTY, WHETHER OR NOT THE PERSONAL PROPERTY IS OWNED BY THE OAG.

THE CONTRACTOR WILL BE LIABLE FOR ALL COSTS OF DEFENSE AND WILL REIMBURSE THE OAG FOR ALL COSTS INCURRED BY THE OAG IN DEFENDING ANY AND ALL CLAIMS. THE DEFENSE WILL BE COORDINATED BY THE CONTRACTOR WITH THE OAG AND THE CONTRACTOR WILL NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OAG. THE CONTRACTOR'S OBLIGATION TO INDEMNIFY AND DEFEND THE OAG AND REIMBURSE THE OAG'S DEFENSE COSTS WILL ARISE AT THE TIME NOTICE OF A CLAIM IS FIRST PROVIDED TO EITHER THE CONTRACTOR OR THE OAG, REGARDLESS OF WHETHER OR NOT A CLAIMANT HAS FILED SUIT ON THE CLAIM. THE CONTRACTOR AND THE OAG AGREE TO FURNISH, WITHIN TEN (10) CALENDAR DAYS OF RECEIPT OR KNOWLEDGE OF A CLAIM, WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. UPON THE OAG'S WRITTEN DEMAND, THE CONTRACTOR WILL REIMBURSE THE OAG, WITHIN THIRTY (30) CALENDAR DAYS OF THE WRITTEN DEMAND, FOR THE OAG'S COSTS INCURRED DUE TO ANY CLAIM, INCLUDING BUT NOT LIMITED TO, COURT COSTS, ADMINISTRATIVE PROCEEDINGS COSTS, EXPERT FEES, ATTORNEYS' FEES INCURRED BY THE OAG IN DEFENDING OR INVESTIGATING CLAIMS, AND ANY MONIES NECESSARY TO SETTLE ANY CLAIM AGAINST THE OAG.

19.5.3.3.2 Contractor's Liability for Damage to OAG Property

The Contractor will be liable for all damages to OAG owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor will notify the OAG Contract Manager in writing of any such damage within one (1) calendar day.

For damage to equipment, the Contractor will, at the sole option of the OAG, repair, replace, or pay for any and all OAG owned, leased, or controlled equipment that is damaged or lost by the Contractor or its employees, agents, subcontractors, or suppliers (including delivery and cartage companies) in connection with any performance pursuant to the Contract. If the OAG directs the Contractor to repair, replace, or pay for such equipment, then the Contractor will do so within forty-eight (48) hours of being notified of same by the OAG.

For damages to real property or structures on real property, the Contractor will present to the OAG for prior approval, within forty-eight (48) hours of the damage occurring, a detailed plan for repairing the damage. Such plan will include a schedule showing when the repairs should be completed. The OAG will have a reasonable period of time to review and approve the plan. The OAG

will not unreasonably withhold approval of the plan and will discuss its concerns with the Contractor before disapproving any plan. If the Parties cannot resolve the OAG's concerns, the Contractor may not implement the plan and will instead submit an alternative plan for repair to the OAG within forty-eight (48) hours of being instructed to do so by the OAG in writing. The Contractor may implement the plan for repair once written approval from the OAG is received.

19.5.3.3.3 Limitation of Liability

19.5.3.3.3.1 Force Majeure

The OAG will not be responsible for performance of the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the OAG.

The Contractor will not be liable to the OAG for non-performance or delay in performance of a requirement under the Contract if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of the Contractor, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, the Contractor will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the Contractor continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Contractor will immediately notify the OAG Contract Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

19.5.3.4 News Releases or Pronouncements

The OAG does not endorse any Contractor, commodity, or service. No public disclosures or news releases pertaining to this Contract will be made without prior written approval of the OAG.

The Contractor will ensure that all subcontracts comply with the above provision.

19.5.3.5 Agreement Relating to Debts or Delinquencies Owed to the State

As required by Section 2252.903, Texas Government Code, the Contractor agrees that any payments due under the Contract will be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

19.5.4 Special Terms and Conditions

19.5.4.1 Permits

The Contractor will be responsible, at Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes.

19.5.4.2 **Electrical Items**

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

19.5.4.3 **Date Standard**

Four (4) digit year elements will be used for the purposes of electronic data interchange in any recorded form. The year will encompass a two (2) digit century that precedes, and is contiguous with, a two (2) digit year of century (e.g., 1999, 2000, etc.). Applications that require day and month information will be coded in the following format: CCYYMMDD. Additional representations for week, hour, minute, and second, if required, will comply with the international standards ISO 8601-1: 2019 "Date and time-Representations for information interchange-Part 1: Basic rules" and ISO 8601-2:2019 "Date and time-Representations for information interchange-Part 2: Extensions."

19.5.4.4 **Offshoring**

All work to be performed under the Contract, unless pre-approved differently in writing by the OAG, will be performed within the United States and its territories.

19.5.4.5 **Executive Head**

Pursuant to Section 669.003, Texas Government Code, the OAG may not enter into a contract with a person who employs a current or former executive head of the OAG until four (4) years has passed since that person was the executive head of the OAG. By executing this Contract, the Contractor certifies that it does not employ any person who was the executive head of the OAG in the past four (4) years.

19.5.4.6 **Terminated Contracts**

By executing this Contract, the Contractor certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency.

19.5.4.7 **Right of Removal**

The OAG expects all services under the Contract to be competently and professionally performed. The Contractor and Contractor's subcontractor, personnel, and agents will comply with all OAG policy, procedures, and requirements relating to standards of conduct and will be courteous and professional in all communications during their performance of the requirements of the Contract. Any actions deemed incompetent or unprofessional must be remedied to the satisfaction of the OAG Contract Manager. The OAG reserves the right, in its sole discretion, to require the immediate removal from the performance of services under the Contract and replacement of any Contractor and Contractor's subcontractor, personnel, and agents deemed by the OAG to be discourteous, unprofessional, incompetent, careless, unsuitable, or otherwise objectionable. Any replacement personnel assigned by the Contractor to perform services under the Contract must have qualifications for the assigned position that equal or exceed those of the person being replaced.

19.5.5 **Background Reviews**

By entering into this Agreement, the Contractor certifies that it will perform a background review, to include criminal history record information, of all Contractor employees before allowing a Contractor employee to provide Contract Services or have access to OAG data or work in an OAG facility.

19.5.6 **Non-Waiver of Rights**

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract will operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or

succeeding breach. Should any provision of the Contract be invalid or unenforceable, the remainder of the provisions will remain in effect.

19.5.7 No Waiver of Sovereign Immunity

THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THE CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE OAG OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THE OAG OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

19.5.8 Severability

If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

19.5.9 Headings

The headings for each section of this document are stated for convenience only and are not to be construed as limiting.

19.5.10 Applicable Law and Venue

The Contractor agrees that the Contract in all respects will be governed by and construed in accordance with the laws of the State of Texas, except for its provisions regarding conflicts of laws. The Contractor also agrees that the exclusive venue and jurisdiction of any properly allowed legal action or suit concerning the Contract or in any way relating to this Contract will be commenced in a court of competent jurisdiction in Travis County, Texas. The Contractor hereby waives and agrees not to assert: (a) that Contractor is not personally subject to the jurisdiction of a court of competent jurisdiction in Travis County, Texas, (b) that the suit, action, or proceeding is brought in an inconvenient forum, (c) that the venue of the suit, action, or proceeding is improper, or (d) any other challenge to jurisdiction or venue. The Contractor further agrees that all payments will be due and payable in Travis County, Texas.

19.5.11 Entire Agreement

This Contract represents the entire agreement between the Parties. No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the Contract documents.