TEXAS RACING COMMISSION

Purchase Order

Texas exempt agency of the State of Texas

PO Date	PCC	HUB	Payee Identification Number	Requisition #	Agency PO #
7/2/2018	I	WO/F	1742736774700	3985	POCN 476-18-93-A

Vendor Name and Address		Vendor Contact	Ed Harmon
Name	RFD & Associates	Vendor E-mail	
Address	401 Camp Craft Rd.	Date Contacted	6/18/2018
	Austin, TX 78746	Comments:	DIR-TSO-2539
Ph/Fax	512.347.9411 512.347.9412		

Invoice Name and Address		Delivery Address if Different
Name	Texas Racing Commission (TxRC)	
Address	8505 Cross Park Dr., Ste 110	
City State	Austin, TX 78754-4552	

CLASS	ITEM	DESCRIPTION	Part #	QTY	UNIT	UNIT PRICE	AMOUNT
920-66		Software Monitoring Services to include		12	mo	$2,000.00	$24,000.00
	1	Monitor database alerts for both production and dev databases.					
	2	Monitor backup status for on-prem and cloud backups					
	3	Monitor FRA space for both production and dev databases					
	4	Monitor status Enterprise Manager Cloud Control and agents.					
	5	Monitor WebLogic Server for database alerts for both Forms & Reports and WebCenter Content					
	6	Monitor Apex status on production and dev databases					
	7	Open and manage Oracle service requests related to issues related to items above including Oracle Database 12c including Grid Infrastructure and ASM, Oracle Web Logic including Forms and Reports Server, Oracle Enterprise Manager Cloud Control including agents.					
		Original PO term was 1/1/18 - 6/30/18					
		Additional 6 months added. Term now ends 12/31/18					
		PO amount changes from $12,000 to $24,000					
		See original SOW for full details					
All items to ship "FOB Destination" prepaid and allowed unless otherwise specified.						Total	$24,000.00

Email all acknowledgements and contract correspondence to: patricia.nalle@txrc.texas.gov

ITEMS FOR: IT - extension of monitoring contract an additional 6 months

Name of Purchaser: I certify above includes all firms contracted for quote and their replies.	Patricia Fitch Nalle/ IT Director, IT Purchaser Phone: 512-490-4022	patricia.nalle@txrc.texas.gov
Purchaser sign here ▶ Patricia Nalle Patricia Nalle	◀	Date Signed 7/2/2018
Name of Accountant: I certify that funds are available for the above referenced items.	Gerry Dube / Adrianne Courtney Main Phone: 512-833-6699 FAX 512-833-6907	E-mail all invoices to: payables@txrc.texas.gov
Financial sign here ▶ Chuck Trout	◀	Date Signed 7/2/2018

If a prior contract number is referenced on this PO all terms & conditions of that contract must be met. Otherwise, by accepting this purchase order the vendor affirms that they have read the "TxRC Standard Terms and Conditions (T & C's)" and understand that they are bound by and must comply with these Standard T & C's and any additional specifications from an associated "TxRC Solicitation Sheet". Copies of the TxRC Standard T& C's may be obtained by contacting the TxRC Procurement Services Office or online at our website: http://www.txrc.state.tx.us/agency/vendorTC-20150522.pdf

TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS
ITEMS BELOW APPLY TO AND BECOME PART OF PURCHASE ORDER AND OR CONTRACT. (PO) ("CONTRACT" AND "PO" ARE USED INTERCHANGEABLY) ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. PAYMENT: Payment shall be made in accordance with Chapter 2251, Gov't Code.

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

3. VENDOR AFFIRMATIONS: Signing or accepting this Contract with a false statement is a material breach of contract and shall void this Contract, and Vendor shall be removed from all bid lists. Vendor, by its signature on or acceptance of this Contract, hereby certifies to TXRC and affirms to TXRC all of the following:

3.01 Vendor has not given, offered to give, , and does not intend 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 Contract. Violation of this requirement may result in termination of this Contract at TXRC' discretion.

3.02 Vendor waives any claim against and releases TXRC, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

3.03 Vendor will promptly notify TXRC in the event that any representations and warranties provided in this Contract are no longer true and correct, Vendor acknowledges that all of its representations and warranties contained in this Contract are material and have been relied upon by TXRC in selecting Vendor for the award of this Contract. Further, Vendor warrants and represents that all of its statements and representations made to TXRC prior to being awarded this Contract, and those made during the negotiation of this Contract, are material, true and correct.

3.04 Under §231.006(d), Texas Family Code (relating to child support), Vendor, certifies that it is not ineligible to receive payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

3.05 Vendor certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. If Vendor is a qualifying business entity type per Texas Comptroller of Public Accounts guidelines and is not set up in the Texas Franchise Tax System, Vendor must do so prior to contracting with TXRC.

3.06 Under §2155.004, Gov't Code, Vendor certifies that the individual or business entity named in this 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. §2155.004 prohibits a person or entity from receiving a state contract if that person or entity received compensation for participating in preparing the solicitation or specifications for the contract.

3.07 Under §2252.903, Gov't Code, Vendor agrees that any payments due under this Contract shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Vendor shall comply with rules adopted by the state under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

3.08 Vendor certifies it is in compliance with §669.003, Gov't Code, relating to contracting with an executive of a state agency. : TXRC may not enter into a Contract with a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. Vendor certifies that it does not employ any person who was the executive head of any state agency in the past four (4) years.

3.09 Vendor agrees that no person will, on the grounds 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 this Contract or PO. Vendor 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 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

3.10 In accordance with §2155.4441, Gov't Code, Vendor shall, during the performance of this Contract, purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

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

3.12 §§2155.006 and 2261.053 of the Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive a contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

3.13 Pursuant to Texas Government Code Section §572.069 Bidder certifies that it has not employed and will not employ a former TXRC or state officer who participated in a procurement or contract negotiation for TXRC involving Bidder within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

3.14 DISCLOSURE OF INTERESTED PARTIES: If TXRC determines that Texas Government Code § 2252.908 may apply to any contract awarded as a result of this solicitation, TXRC will advise Vendor of its obligation to disclose interested parties to the Texas Ethics Commission (TEC) and TXRC as specified in the statute. To execute a contract with TXRC, Vendor must submit the required disclosures to TEC by completing TEC Form 1295, Certificate of Interested Parties. Even if Vendor has no interested parties to disclose, Vendor must still complete the TEC Form 1295 process to affirmatively declare that it has no interested parties. TEC Form 1295 is an online form available at TEC's website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Upon completion, Vendor must submit the form online to TEC and then print the completed form that includes the Certificate Number automatically assigned by TEC. Vendor's authorized agent must sign the printed form, have the form notarized, and submit the form to TXRC. The address for submission will be provided to the potential awardee(s). For further information, see Texas Government Code § 2252.908 and 1 Texas Administrative Code Ch. 46 as well as TEC's website. If Vendor does not timely submit a completed, signed, and notarized TEC Form 1295 to TXRC, TXRC is prohibited by law from executing a contract to Vendor, even if Vendor is otherwise eligible for award. TXRC may award the contract to the next successful potential awardee, who will then be subject to this procedure.

3.15 Vendor represents and warrants that payment to Vendor and Vendor's receipt of appropriated or other funds under this Contract are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

3.16 Vendor certifies that it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.

3.17 Vendor certifies that to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to it will have a material adverse effect on its ability to fulfill its obligations under this Contract.

3.18 To the extent applicable to the scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328.

3.19 Vendor represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in signing or accepting this Contract. Vendor also represents and warrants that entering into or accepting this Contract will not create the appearance of impropriety. Any existing or potential conflict of interest has been disclosed to TXRC. This requirement to disclose any actual or potential conflict of interest will continue during the term of this Contract, and will survive until the end of the applicable recordkeeping requirements identified for this Contract. Vendor has disclosed or does not employ any personnel who are current or former officers or employees of TXRC or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree of affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of TXRC.

4. DISPUTE RESOLUTION: The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used by the Vendor, as further described herein, by the TXRC rules adopted under Chapter 2260 codified in the Texas Administrative Code, Title 37, Part 1, Chapter 34, Subchapter C.

5. NON-APPROPRIATION OF FUNDS: This Contract is subject to termination or cancellation, without penalty to TXRC, either in whole or in part, subject to the availability of state or grant funds. TXRC is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TXRC becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or grant funds which would render TXRC's or Vendor's delivery or performance under this Contract impossible or unnecessary, TXRC may immediately terminate this Contract without penalty to or any liability whatsoever on the part of TXRC, the State of Texas, and the United States if these funds become unavailable to TXRC.

6. TEXAS PUBLIC INFORMATION ACT:
6.01 Notwithstanding any provisions of this Contract to the contrary, Vendor understands that TXRC will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, Vendor will refer to TXRC any third party requests, received directly by Vendor, for information to which Vendor has access as a result of this Contract. Any part of this Contract that is of a confidential or proprietary nature must be clearly and prominently marked as such by Vendor.
6.02 Vendor shall make any information created or exchanged with the state pursuant to this Contract, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state

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

8. FORCE MAJEURE: Neither Vendor nor TXRC shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

9. INDEPENDENT CONTRACTOR: Vendor and its employees, representatives, agents and any subcontractor(s) shall serve as an independent contractor in providing services under this Contract. Vendor and its employees, representatives, agents and any subcontractors shall not be employees of TXRC. Should Vendor subcontract any of the services provided under this Contract, Vendor expressly understands and acknowledges that in entering into such subcontracts, TXRC is in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring the services rendered under all subcontracts are rendered in compliance with this Contract.

10. INDEMNIFICATION: VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TXRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TXRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11. RIGHT TO AUDIT: In addition to and without limitation on the other audit provisions of this Contract, pursuant to §2262.154, Gov't Code, the state auditor may conduct an audit or investigation of Vendor or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Vendor or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or

investigation in connection with those funds. Under the direction of the legislative audit committee, Vendor shall provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Contract may be amended unilaterally by TXRC to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.154, Gov't Code. Vendor shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards.

12. ABANDONMENT OR DEFAULT: If Vendor defaults on this Contract, TXRC reserves the right to cancel this Contract without notice and either re-solicit or re-award this Contract to the next best responsive and responsible Vendor. The defaulting Vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

13. ASSIGNMENT: Without the prior written consent of TXRC Vendor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

14. NOTICE: Any written notices to the Vendor required under this Contract will be by email or hand delivery to Vendor's office address specified on Page 1 of this Contract or by U.S. Mail, certified, return receipt requested. Notice to TXRC, shall be delivered to the Contract Administrator noted on page 1 of this Contract at 8505 Cross Park Dr. Suite 110., Austin, Texas 78754. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

15. IMMIGRATION Contractor represents and warrants that it will comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

16. NOTICE UNDER GOVERNMENT CODE 2261.252 Pursuant to Government Code 2261.252 the TXRC may not enter into a contract for the purchase of goods or services with a private vendor if members of the Texas Racing Commission or certain positions within the agency including the Executive Director, the General Counsel or the Purchasing Officer or their covered family members have a financial interest in the vendor. Any contract found to violate Government Code 2261.252 is void.

17. LIMITATIONS. The Parties are aware that there may be constitutional and statutory limitations on the authority of TXRC (a state agency) to enter into certain terms and conditions of this contract, including, but not limited to, those terms and conditions relating to liens on the STATE's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TXRC except to the extent authorized by the laws and Constitution of the State of Texas.

18. DRUG-FREE WORKPLACE The Contractor must comply with the applicable provisions of the Drug-Free Work Place Act of 1988.

19. DEDUCTIONS FOR UNACCEPTABLE COMPLIANCE If Contractor fails to comply with the terms of the Contract, the TXRC may withhold the Contractor's Payment. If non-compliance results in the TXRC purchasing goods or services from another entity to remedy the non-compliance, the TXRC will deduct those costs from the Contractor's Payment.

20. THIRD-PARTY CUSTODIANS OF STATE RECORDS As required by 13 Tex. Admin. Code § 6.94(a)(9), TXRC must require a third-party custodian of state records to provide TXRC with descriptions of its business continuity and disaster recovery plans regarding how the custodian will protect TXRC's vital state records. In its response, Respondent must submit descriptions of its business continuity and disaster recovery plans regarding how it will protect TXRC's vital state records throughout the life of any Contract and for any record retention period required beyond the life of the Contract. If TXRC awards a contract under this solicitation, Contractor must again submit these descriptions no later than ten days after contract award and annually until the required retention period ends (even if this is after the Contract expires or is terminated).

21. CONTRACTS WITH COMPANIES WHO BOYCOTT ISRAEL PROHIBITED Under Tex. Gov't. Code § 2270.002, TXRC may not enter into a contract with a company (as defined by Tex. Gov't Code § 808.001) that boycotts Israel. By responding to this solicitation, Vendor (if defined as a company under Tex. Gov't Code § 808.001) certifies that it does not boycott Israel and will not boycott Israel during the term of any contract resulting from this solicitation.

22. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED Under Tex. Gov't. Code § 2252.152, TXRC may not enter into a contract with a company (as defined by Tex. Gov't Code § 806.001) that is identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153. By responding to this solicitation, Vendor (if defined as a company under Tex. Gov't Code § 806.001) certifies that it is not identified on a list prepared and maintained by the comptroller under Tex. Gov't Code §§ 806.051, 807.051, or 2252.153.