



TEXAS RACING COMMISSION

Purchase Order

Texas exempt agency of the State of Texas

01. PO Date 6/23/2015	02. PCC n/a	03. HUB No	04. Payee Identification Number CMD15-5737JF	05. Requisition # N/A	06. Agency PO # 476-16-12
07. Vendor Name and Address Name Texas Comptroller of Public Accounts Address Treasury Division City State Attn: Juan Ramirez (or his successor) Ph/Fax Austin, TX 78701			08. Vendor Contact Juan Ramirez 09. Vendor E-mail Juan.ramirez@cpa.texas.gov 10. Date Contacted 512-463-7105 11. Comments: Interagency Cooperation Contract		
13. Invoice Name and Address Name Texas Racing Commission Address 8505 Cross Park Dr., Ste. 110 City State Austin, TX 78754-4552			12. Delivery Address if Different		

14. CLASS	15. ITEM	16. DESCRIPTION	17. RCY.	18. QTY	19. UNIT	20. UNIT PRICE	21. AMOUNT
946	35	Interagency Cooperation Contract for Automated Clearing House Services is entered into, by, and between the Texas Comptroller of Public Accounts and the Texas Racing Commission. This contract is for online payments through Texas.Gov. The fees to be charged by the Bank of ACH origination services are not to exceed \$22,500 for the term of the contract. Any unused balances are cancelled at the end of the term. The initial term of the ACH agreement is March 27, 2015 through August 31, 2017. CPA may exercise the option to extend the ACH agreement for (1) additional year period. That period is September 1, 2017 through August 31, 2018.	n/a	1	Various	\$22,500.00	\$22,500.00

All items to ship "FOB Destination" prepaid and allowed unless otherwise specified. Total \$22,500.00

Email all acknowledgements and contract correspondence to: dorene.corsentino@txrc.texas.gov

22. ITEMS FOR: **Texas Racing Commission**

23. LEGAL SITE (if applicable): **TGC CH 771 (ICA)**

24. OTHER PAYEES CONTACTED FOR BID	CONTACT	CITY AND STATE	BID TOTALS
n/a	n/a	n/a	n/a

25. BEST VALUE OTHER THAN LOW PRICE MEETING SPECIFICATIONS & BASIS FOR BREAKING TIE BID
n/a

26. Name of Purchaser: I certify above include all firms contracted for quote and their rep: **Dorene Corsentino**
Main Phone: 512-833-6699 FAX 512-833-6907
E-mail: dorene.corsentino@txrc.texas.gov

Purchaser sign here *Dorene Corsentino* Date Signed **6-24-15**

27. Name of Accountant: I certify that funds are available for the above referenced items: **Adrienne Courtney/John Perryman**
Main Phone: 512-833-6699 FAX 512-833-6907
E-mail: cbray@txrc.state.tx.us

Financial sign here *Adrienne Courtney* Date Signed **6/24/15**

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/vendor/TxRC_Terms and Conditions pdf](http://www.txrc.state.tx.us/agency/vendor/TxRC_Terms%20and%20Conditions.pdf)



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

- 1. BIDDING REQUIREMENTS:**
 - 1.01 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
 - 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
 - 1.03. Bids must be time stamped at Texas Racing Commission (TXRC) on or before the hour and date specified for the bid opening.
 - 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
 - 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
 - 1.06. Bid prices are requested to be firm for TXRC acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
 - 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
 - 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TXRC based on an acceptable written reason.
 - 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
 - 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
 - 1.11. Consistent and continued tie bidding could cause rejection of bids by the TXRC and/or investigation for antitrust violations.
 - 1.12. The telephone number for FAX submission of bids is 1-512-833-6907. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-833-6699 for FAX confirmation.
 - 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.
- 2. SPECIFICATION:**
 - 2.01. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
 - 2.02. Unless otherwise specified, items shall be new and unused and of current production.
 - 2.03. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
 - 2.04. Samples, when requested must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
 - 2.05. The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation for Bids (IFB).
 - 2.06. Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 3. TIE BIDS:**

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



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

4. **DELIVERY:**
 - a. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - b. If delay is foreseen, bidder shall give written notice to the TXRC and the ordering agency. Bidder must keep the TXRC and ordering agency advised at all times of status of order.
 - c. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TXRC to purchase the goods or services of this IFB elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
 - d. No substitutions permitted without written approval of TXRC.
 - e. Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.
5. **INSPECTION AND TESTS:**

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

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

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.
8. **PATENTS, TRADEMARKS, OR COPYRIGHTS:**

Bidder agrees to defend and indemnify the TXRC and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TXRC's or the State's use of any good or service provided by the bidder as a result of this IFB.
9. **BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the 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.*
10. **BIDDER AFFIRMATIONS:**

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

 - 10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
 - 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15 01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
 - 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

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

- 10.05. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB 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. Bidder shall comply with rules adopted by TXRC 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.
- 10.07. Pursuant to §669.003, Gov't Code, TXRC may not enter into a contract with a person who employs a current or former executive head of the TXRC until four years has passed since that person was the executive head of the TXRC. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the TXRC in the past four years. If bidder does employ a person who was the executive head of the TXRC, provide the following information:

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Bidder:

Date of Employment with Bidder:

- 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder 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.sams.gov>
- 10.10. Sections 2155.006 and 2261.053, 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, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

- that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.11. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TXRC under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
11. **NOTE TO BIDDER:**
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
12. **PROTEST PROCEDURES:**
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in TXRC's rules at 34 TAC Rule 20.384.
13. **DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the TXRC and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
14. **NON-APPROPRIATION OF FUNDS:**
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to TXRC, either in whole or in part, subject to the availability of state 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 funds which would render TXRC's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TXRC will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TXRC will not be required to give prior notice.
15. **TEXAS PUBLIC INFORMATION ACT:**
Notwithstanding any provisions of this IFB to the contrary, bidder 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 solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TXRC any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
16. **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 bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TXRC or purchasers of other state agencies.
17. **FORCE MAJEURE:**
Neither bidder nor TXRC shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB 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,



**TEXAS RACING COMMISSION
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.**

- 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
18. **INDEPENDENT CONTRACTOR:**
Bidder is and shall remain an independent contractor in relationship to the TXRC. The TXRC shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the TXRC 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. **INDEMNIFICATION:**
BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TXRC, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TXRC. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR TXRC FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF TXRC OR ITS EMPLOYEES.
20. **RIGHT TO AUDIT:**
In addition to and without limitation on the other audit provisions of this IFB, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This IFB or any contract resulting from this IFB may be amended unilaterally by TXRC to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.
21. **ACCESSIBILITY STANDARDS**
Vendors of Electronic and Information Resources (EIR) are required to supply detailed information on how their proposed products, services, and solutions address the requirements of Section 508 of the Rehabilitation Act of 1973 (revised).
- For each EIR product or service included in solicitation responses that are subject to Texas Administrative Codes 1 TAC 206 and 1 TAC 213 (which include the US Section 508 technical specifications), the vendor shall provide documentation of how each requirement or specification is met. It is the Vendor's responsibility to maintain the integrity of any accessibility documentation provided to TxRC. Any documentation shall be considered a self-attestation unless expressly affirmed otherwise. If the Vendor plans to provide commercial off the shelf (COTS) software as part or all of a solicitation response, the Vendor shall provide a completed Voluntary Product Accessibility Templates (VPAT) for each COTS product offered. For third party COTS products, the Vendor must obtain and submit VPATS or links to them from the third party as part of the solicitation response.**

**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
TEXAS RACING COMMISSION
FOR
AUTOMATED CLEARING HOUSE SERVICES**

This Interagency Cooperation Contract (“Contract”) for Automated Clearing House Services is entered into by and between the Texas Comptroller of Public Accounts (“CPA”) and the Texas Racing Commission (“Agency”). This Contract is for online payments through Texas.gov.

I. Definitions

- A. Automated Clearing House (“ACH”). A central distribution and settlement point for the electronic clearing of debits and credits between financial institutions.
- B. ACH Agreement. The Agreement for Automated Clearing House Services between CPA and JPMorgan Chase Bank, N.A. executed on March 27, 2015. The initial term of the ACH Agreement is March 27, 2015 through August 31, 2017. CPA may exercise the option to extend the ACH Agreement for one (1) additional one (1) year period. That period is September 1, 2017 through August 31, 2018.
- C. ACH Entry. An ACH Credit or ACH Debit.
- D. Bank. CPA’s ACH service provider, JPMorgan Chase Bank, N.A.
- E. Consumer. A natural person.
- F. Input File. A transmission mutually acceptable to the Bank and the parties of the Contract which contains ACH Entries and standard ACH format.
- G. Notification of Change (“NOC”). A notification through the ACH from the Receiver’s bank which indicates that information contained in an ACH Entry or a non-dollar entry is erroneous and provides the correct information for subsequent change.
- H. Receiver. A natural person, corporation, or other entity receiving ACH Entries.
- I. Return Item. An ACH Entry that is rejected by a Receiver’s bank or the ACH.
- J. Settlement Date. The date funds are to be credited to, or debited from, a designated account.
- K. Texas.gov. The State of Texas Internet payment portal.

II. Authority

This Contract is entered into pursuant to the authority granted in and in compliance with the provisions of Chapter 771 of the Texas Government Code (the “Interagency Cooperation Act”) and Chapters 403 and 404 of the Texas Government Code.

III. Rules and Guidelines

CPA is required to comply with the applicable Operating Rules and Guidelines of the National Automated Clearing House Association (“Rules”). Agency shall assist and cooperate with CPA in compliance with the Rules. Further, Agency shall refrain from any actions or failures to act that would result in non-compliance with the Rules by CPA or Agency. The Rules are incorporated herein by reference to the extent they do not conflict with Texas law.

IV. Authorization Agreements

If the Receiver is a Consumer, Agency shall obtain authorization for electronic transfers from each Receiver prior to originating an ACH Entry for that Receiver. Agency shall retain a copy or electronic record of the authorization agreement for a period of two (2) years after the termination or revocation of such authorization. Agency shall provide a copy or electronic record of the authorization agreement to the Receiver’s bank upon request.

V. Origination

Agency shall transmit an electronic Input File to CPA’s mainframe, using its own user identification and password, and an email notification containing item count and the total amount of the file, by 10:00 a.m. at least one (1) business day before the Settlement Date. Agency will receive e-mail notification upon receipt of the Input File. CPA shall then release the Input File to the Bank.

If the transaction originates on Texas.gov, Agency may submit Input Files through a third party payment agent authorized by Agency with the prior approval of CPA. In such an event, notification of the receipt of the Input File and a set time for transmission of the Input File shall be in accordance with the Texas.gov procedures.

VI. Transfer of Funds

On the Settlement Date, the Bank will credit CPA’s account for the total dollar amount of the ACH Entries. CPA shall enter the deposit total into the Uniform Statewide Accounting System (“USAS”) using the Agency Fund, PCA, T-Code, and Comp. Object designated by Agency.

VI. Return Items and NOC’s

The Bank will electronically transmit Return Items and NOCs to CPA each Business Day. CPA shall enter the total dollar amount of ACH Return Items received for Agency to the Agency Fund, PCA, T-Code, and Comp. Object designated by Agency.

CPA shall make NOC and Return Item notices, prepared for Agency, available after 2:00 p.m. on the day of receipt in an electronic file to be retrieved by Agency at CPA’s mainframe. Return Item notices from transactions originated for Agency through Texas.gov shall be provided by CPA to Agency in accordance with the Texas.gov procedures.

Agency shall make changes specified in a NOC prior to initiating another ACH Entry for that Receiver.

VII. Testing

Testing shall be performed upon request or whenever Agency, CPA or the Bank implements modifications to their computer software.

VIII. Costs

ACH origination service charges incurred by Agency shall be applied to interest allocation. The fees to be charged by the Bank for ACH origination services are \$0.0035 per item and \$0.001 for each addenda record.

IX. Term; Termination; Amendment

- A. This Contract is effective upon the date of the last Party to sign and will be effective until termination or expiration of the ACH Agreement, unless terminated sooner as otherwise provided herein.
- B. This Contract is subject to termination for convenience upon thirty (30) days written notice by either Party to the other. CPA shall have no liability whatsoever to any other party, person, agency, or entity upon termination of this Contract for any reason, whether for cause or for convenience.
- C. This Contract may be amended only in writing by an instrument signed by CPA and Agency; however, CPA expressly reserves the right in its sole discretion, to amend this Contract unilaterally with ten (10) business days written notice to ensure compliance of this Contract or either Party with state or federal law or other regulation.

X. General

- A. Texas Public Information Act. Each Party is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act.
- B. Right to Audit. The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code.
- C. Assignment. No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other, unless authorized by law.
- D. Dispute Resolution. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract, provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.
- E. Availability of Funds; Legislative Action. Both Parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either Party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either Party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, neither Party will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this Section shall not be required to provide advance notice.
- F. Force Majeure. Neither Party 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

With copy to:

Texas Comptroller of Public Accounts
Attn: General Counsel Division, Contracts Section
111 E. 17th Street, Room 201
Austin, Texas 78774
Fax: (512) 463-3669
Email: contracts@cpa.texas.gov

If such notice is sent by mail, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail for delivery to that person when it is received by the agency.

XII. Merger

This Contract contains the entire agreement between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties.

XIII. Certifications

The undersigned Parties do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder; and (4) this Contract neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

XIV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective Parties. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**TEXAS COMPTROLLER OF PUBLIC
ACCOUNTS**

By: _____
Mike Reissig
Deputy Comptroller

Date: _____

TEXAS RACING COMMISSION

By:  _____
Name: Chuck Trout
Title: Executive Director

Date: 6/22/15

2015
6/22/15

With copy to:

Texas Comptroller of Public Accounts
Attn: General Counsel Division, Contracts Section
111 E. 17th Street, Room 201
Austin, Texas 78774
Fax: (512) 463-3669
Email: contracts@cpa.texas.gov

If such notice is sent by mail, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail for delivery to that person when it is received by the agency.

XII. Merger

This Contract contains the entire agreement between the Parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Contract shall be of no force or effect unless contained in a subsequent writing, signed by both Parties.

XIII. Certifications

The undersigned Parties do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of those agencies; (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract to the lowest responsible bidder; and (4) this Contract neither requires nor permits either Party to exceed its duties and responsibilities or the limitations of its appropriated funds.

XIV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Contract on behalf of the respective Parties. This Contract may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

**TEXAS COMPTROLLER OF PUBLIC
ACCOUNTS**

By: _____
Mike Reissig
Deputy Comptroller

Date: _____

TEXAS RACING COMMISSION

By:  _____
Name: Chuck Trout

Title: Executive Director

Date: 6/22/15



**INTERAGENCY COOPERATION CONTRACT
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
TEXAS RACING COMMISSION
FOR
AUTOMATED CLEARING HOUSE SERVICES**

This Interagency Cooperation Contract ("Contract") for Automated Clearing House Services is entered into by and between the Texas Comptroller of Public Accounts ("CPA") and the Texas Racing Commission ("Agency"). This Contract is for online payments through Texas.gov.

I. Definitions

- A. Automated Clearing House ("ACH"). A central distribution and settlement point for the electronic clearing of debits and credits between financial institutions.
- B. ACH Agreement. The Agreement for Automated Clearing House Services between CPA and JPMorgan Chase Bank, N.A. executed on March 27, 2015. The initial term of the ACH Agreement is March 27, 2015 through August 31, 2017. CPA may exercise the option to extend the ACH Agreement for one (1) additional one (1) year period. That period is September 1, 2017 through August 31, 2018.
- C. ACH Entry. An ACH Credit or ACH Debit.
- D. Bank. CPA's ACH service provider, JPMorgan Chase Bank, N.A.
- E. Consumer. A natural person.
- F. Input File. A transmission mutually acceptable to the Bank and the parties of the Contract which contains ACH Entries and standard ACH format.
- G. Notification of Change ("NOC"). A notification through the ACH from the Receiver's bank which indicates that information contained in an ACH Entry or a non-dollar entry is erroneous and provides the correct information for subsequent change.
- H. Receiver. A natural person, corporation, or other entity receiving ACH Entries.
- I. Return Item. An ACH Entry that is rejected by a Receiver's bank or the ACH.
- J. Settlement Date. The date funds are to be credited to, or debited from, a designated account.
- K. Texas.gov. The State of Texas Internet payment portal.

II. Authority

This Contract is entered into pursuant to the authority granted in and in compliance with the provisions of Chapter 771 of the Texas Government Code (the "Interagency Cooperation Act") and Chapters 403 and 404 of the Texas Government Code.

III. Rules and Guidelines

CPA is required to comply with the applicable Operating Rules and Guidelines of the National Automated Clearing House Association ("Rules"). Agency shall assist and cooperate with CPA in compliance with the Rules. Further, Agency shall refrain from any actions or failures to act that would result in non-compliance with the Rules by CPA or Agency. The Rules are incorporated herein by reference to the extent they do not conflict with Texas law.

IV. Authorization Agreements

If the Receiver is a Consumer, Agency shall obtain authorization for electronic transfers from each Receiver prior to originating an ACH Entry for that Receiver. Agency shall retain a copy or electronic record of the authorization agreement for a period of two (2) years after the termination or revocation of such authorization. Agency shall provide a copy or electronic record of the authorization agreement to the Receiver's bank upon request.

V. Origination

Agency shall transmit an electronic Input File to CPA's mainframe, using its own user identification and password, and an email notification containing item count and the total amount of the file, by 10:00 a.m. at least one (1) business day before the Settlement Date. Agency will receive e-mail notification upon receipt of the Input File. CPA shall then release the Input File to the Bank.

If the transaction originates on Texas.gov, Agency may submit Input Files through a third party payment agent authorized by Agency with the prior approval of CPA. In such an event, notification of the receipt of the Input File and a set time for transmission of the Input File shall be in accordance with the Texas.gov procedures.

VI. Transfer of Funds

On the Settlement Date, the Bank will credit CPA's account for the total dollar amount of the ACH Entries. CPA shall enter the deposit total into the Uniform Statewide Accounting System ("USAS") using the Agency Fund, PCA, T-Code, and Comp. Object designated by Agency.

VI. Return Items and NOC's

The Bank will electronically transmit Return Items and NOCs to CPA each Business Day. CPA shall enter the total dollar amount of ACH Return Items received for Agency to the Agency Fund, PCA, T-Code, and Comp. Object designated by Agency.

CPA shall make NOC and Return Item notices, prepared for Agency, available after 2:00 p.m. on the day of receipt in an electronic file to be retrieved by Agency at CPA's mainframe. Return Item notices from transactions originated for Agency through Texas.gov shall be provided by CPA to Agency in accordance with the Texas.gov procedures.

Agency shall make changes specified in a NOC prior to initiating another ACH Entry for that Receiver.

VII. Testing

Testing shall be performed upon request or whenever Agency, CPA or the Bank implements modifications to their computer software.

VIII. Costs

ACH origination service charges incurred by Agency shall be applied to interest allocation. The fees to be charged by the Bank for ACH origination services are \$0.0035 per item and \$0.001 for each addenda record.

IX. Term; Termination; Amendment

- A. This Contract is effective upon the date of the last Party to sign and will be effective until termination or expiration of the ACH Agreement, unless terminated sooner as otherwise provided herein.
- B. This Contract is subject to termination for convenience upon thirty (30) days written notice by either Party to the other. CPA shall have no liability whatsoever to any other party, person, agency, or entity upon termination of this Contract for any reason, whether for cause or for convenience.
- C. This Contract may be amended only in writing by an instrument signed by CPA and Agency; however, CPA expressly reserves the right in its sole discretion, to amend this Contract unilaterally with ten (10) business days written notice to ensure compliance of this Contract or either Party with state or federal law or other regulation.

X. General

- A. Texas Public Information Act. Each Party is responsible for complying with the provisions of Chapter 552 of the Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act.
- B. Right to Audit. The Parties acknowledge the State Auditor's authority to conduct audits of state agencies under Chapter 321 of the Texas Government Code.
- C. Assignment. No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by either Party without the prior written consent of the other, unless authorized by law.
- D. Dispute Resolution. The Parties agree to use good-faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this Contract, provided however, nothing in this paragraph shall preclude either Party from pursuing any remedies available under Texas law.
- E. Availability of Funds; Legislative Action. Both Parties are state agencies whose authority and appropriations are subject to actions of the Texas Legislature. If either Party becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render either Party's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, neither Party will be liable to the other for any damages, which are caused or associated with such termination or cancellation. The Party terminating or cancelling under this Section shall not be required to provide advance notice.
- F. Force Majeure. Neither Party 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

SAM Search Results
List of records matching your search for :

Search Term : Automated* clearing* house* services*
Record Status: Active

No Search Results

SAM Search Results

List of records matching your search for :

Search Term : Automated* clearing* house* services*
Record Status: Active

No Search Results

Glenn Hegar

Texas Comptroller of Public Accounts

Welcome to your official online window on state government services from the Texas Comptroller of Public Accounts.[Resources \(http://comptroller.texas.gov/procurement/res/\)](http://comptroller.texas.gov/procurement/res/)**Related Links**

- [CMBL Search \(http://comptroller.texas.gov/procurement/embl/emblhub.html\)](http://comptroller.texas.gov/procurement/embl/emblhub.html)
- [Vendor Guide \(http://comptroller.texas.gov/procurement/pub/vendor_guide.pdf\)](http://comptroller.texas.gov/procurement/pub/vendor_guide.pdf) (PDF)
- [Vendor Advocacy Committee \(VAC\) \(http://comptroller.texas.gov/procurement/res/VAC/\)](http://comptroller.texas.gov/procurement/res/VAC/)

Debarred Vendor List

The following is a list of vendors debarred from doing business with the State of Texas, effective from the Date of Debarment for the length of time indicated. Whether they are listed below or not, the debarred vendors include the vendors' successors in interest as defined in Rule §20.102(b)(4).

View the [printable list \(debarred_vendors_print.html\)](#)

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
17601350246	Blast Incorporated 1208 Iowa St South Houston TX 77587	November 2, 2009	6 Years
17603361605	Daystar Residential, Inc 3926 Bahler Manvel TX 77578	May 17, 2011	5 Years
11343506066	DBuilders2 LLC PO Box 248 Mansfield TX 76063	September 19, 2011	5 Years
1562456928900	Smith Housewares and Restaurant Supplies 500 Erie Blvd Syracuse, NY 13202	November 12, 2014	5 Years
15814194500	Twiss Associates 19 Compo Rd South Westport CT 06880	September 23, 2011	5 Years
1743261315000	Walker's Electric Company 1520 Park St Beaumont TX 77701 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

Vendor ID Number	Vendor Name/Address	Date of Debarment	Length of Debarment
1272447273800	Walker Electric Company LLC 1520 Park St Beaumont TX 77701-5527 Also: Walkers Electric Company Calvin G. Walker Stacy Walker	August 28, 2012	5 Years

Federal Exclusion

Agencies and Cooperative Members may wish to check the list of vendors excluded from doing business on the federal level. The System for Award Management, or SAM (<https://www.sam.gov/sam/>), can be used as a resource for purchasing entities.

According to Texas Procurement and Support Services rules, other debarment activities from other entities may be considered as possible indicators of vendor responsibility.

Vendor Information on Payments

The Search State Payments Issued (<https://fm.x.cpa.state.tx.us/fmx/payment/resources/search.php>) application provides vendors with payment details. They can also sign up in the application for Advance Payment Notification (<https://fm.x.cpa.state.tx.us/fm/payment/apn.php>).

Texas Government Code §2155.077
(<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2155.htm#2155.077>)

Texas Administrative Code: 34 TAC §20.101, §20.102, §20.105, §20.106 and §20.107
([http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=20&sch=C&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=20&sch=C&rl=Y)).