



Term: 5/23/2019 - 6/6/2019

VENDOR	SHIP TO	INVOICE TO
17109744478 USA Skypanels Inc. 9638 Topanga Canyon Place Suite A Chatsworth, CA 91311	Office of the Attorney General Attn: Receiving: RE: 302-19-3063 Via US Mail: PO Box 12548 Austin, TX 78711-2548 Via Ground Freight: 4044 Promontory Point Austin, TX 78744	Office of the Attorney General Accounting Division PO Box 12548 Austin, Texas 78711-2548 P: 512-463-2008 F: 512-397-1645 E: invoices@oag.texas.gov

The PO number must appear on all related correspondence, shipping papers and invoices.

Vendor POC: jgriego@usaskypanels.com

Please Reference Estimate No. 881539

OAG POC: Rhonda Johnston
806-761-4703

PCC:	E	Doc Type:	2	Freight Terms:	FOB Destination	Legal Cite:	
#	Description	Class	Item	Quantity	Unit	Price	Extension
1	Skypanel Cosmic Forrest Replacement Flourescent Light Diffuser by Skypanels	285	69	7.00	EA	\$39.9700	\$279.79
2	Shipping	962	86	1.00	LOT	\$14.9500	\$14.95
Total:							\$294.74

Pursuant to the preliminary injunction issued on April 25, 2019 in Amawi v. Pflugerville ISD, et al., 18-cv-019091, Dkt. 82, (the "Action") the OAG may not enforce Tex. Gov. Code §. 2270.001 et. seq while the injunction is in effect. To the extent that Tex. Gov. Code § 2270.001 et seq is held to be unconstitutional, and all appeals to such a finding are exhausted, the requirement in this contract that vendor not boycott Israel will be null and void. Notwithstanding the foregoing, to the extent Tex. Gov. Code § 2270.001 et seq is found to be constitutional or the preliminary injunction the Action is otherwise lifted or stayed, the requirement in this contract that vendor not boycott Israel shall remain in full force and effect.

Contractor acknowledges that by signing any agreement documents and/or supplying the requested goods and/or fulfilling the requested services that the contractor has read and fully understands all terms and conditions, descriptive materials, any additional written and signed agreements, or Purchase Orders and all solicitations, documents, and amendments that are associated with this Purchase Order.

Contractor further agrees that it will comply with the above referenced documents which are hereby made a part of this Purchase Order. The Office of the Attorney General (OAG) is not bound by any oral statement or representation contrary to the written specifications of this Purchase Order. No substitutions are permitted without prior written approval of OAG.

This Purchase Order shall be governed, construed, and interpreted under the laws and administrative rules of the State of Texas. All items must meet all applicable OSHA standards, regulations, and bear the appropriate listing from UL, FMRC or NEMA.

All items will be shipped FOB DESTINATION unless otherwise specified on this Purchase Order.

Delivery shall be made during normal business hours only unless prior approval has been obtained from the OAG. **Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax on invoice.**

Excise Tax Exemptions are available upon request. The dispute resolution process provided for in Chapter 2260, Texas Government Code shall be used by OAG and the contractor to attempt to resolve any claim for breach of contract made by the contractor.

Assignment

Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Agency. Any attempted assignment in violation of this provision is void and without effect.

Right to Audit

Contractor understands that acceptance of funds under this Purchase Order acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds

received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Contractor will reimburse the State of Texas for all costs associated with enforcing this provision. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Contractor related to this Purchase Order.

Public Information Act

Contractor acknowledges and agrees that information, documentation, and other material created or exchanged in connection with or in the course of business under this Purchase Order is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, and may be subject to required disclosure in a publicly accessible format pursuant to Section 2252.907, Texas Government Code.

Appropriations—Funding Out

The Contract is contingent upon the availability of sufficient and adequate funds, and any contract resulting from this RFO is contingent upon the continued availability of lawful appropriations by the Texas Legislature. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for the Contract, OAG may restrict, reduce, or terminate the Contract. The Contract is also subject to immediate cancellation or termination by OAG, without penalty to, or further obligation of, the OAG, if sufficient and adequate funds are not available or are reallocated to another project. Contractor shall have no right of action against the OAG if OAG cannot perform its obligations under the Contract as a result of lack of funding for any activities or functions contained within the scope of the Contract. In the event of cancellation or termination under this Section, the OAG shall not be required to give notice and shall not be liable for any damages or losses, of any kind, caused or associated with such termination or cancellation.

Historically Underutilized Business

Contractor has submitted a completed HUB Subcontracting Plan in response to a solicitation, if required by such solicitation. By issuance of this Purchase Order, OAG finds the HUB Subcontracting Plan to be compliant with Chapter 2161, Texas Government Code, and incorporates it into this Purchase Order by reference. Contractor shall file monthly reports as required by the HUB program rules promulgated by the Texas Comptroller of Public Accounts. OAG shall have prior written approval before any changes to the HUB Subcontracting Plan are made.

Electronic and Information Resources Accessibility Standard

All electronic and information resource products and services developed, procured, maintained or used by a state agency, must comply with Chapter 2054, Subchapter M, Texas Government Code and the Texas Department of Information Resources administrative rules. Accordingly, Contractor represents and warrants that all Electronic Information Resources ("EIR") as that term is defined by Title 1 of Chapter 213 of the Texas Administrative Code (hereinafter "1 TAC 213") provided pursuant to this Contract, shall, at all relevant times hereunder, comply with the requirements of 1 TAC 213 and all referenced provisions therein, including Part 1194, Section 508 of the Rehabilitation Act, as well as the WCAG 2.0 Level AA Guidelines (excluding Guideline 1.2). If EIR provided pursuant to this Contract fails to conform to any of the requirements, such failure shall be considered a material breach of this Contract by Contractor and shall entitle OAG to any remedy in law or equity otherwise available hereunder. Contractor shall, pursuant to Section 213.18 of 1 TAC 213, report current and accurate accessibility information by providing OAG a copy of their Voluntary Product Accessibility Template (VPAT) or alternatively, with prior OAG approval, a report that addresses the same accessibility criteria, in substantially the same format. Contractor further represents and warrants that for any telecommunication (as that term is defined by 1 TAC 213) equipment or services provided pursuant to this Contract, such equipment or services shall at all relevant times hereunder comply with 47 U.S.C; Section 255 and 36 C.F.R Section 1194.2, Appendix B, when such products are readily available or compliance is achievable.

Dispute Resolution

Disputes arising under the contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.

Governing Law and Venue

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas.

Prompt Payment

All payments shall be made in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251). Standard payment terms in accordance with the Texas Prompt Payment Act are overdue on the 31st day after receipt of materials/services, or receipt of invoice, whichever is later, unless otherwise specified by the Purchase Order. Any payments due under this Purchase Order shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes and child support that Contractor owes to the State of Texas.

Contractor Certifications, Representations, and Affirmations

By acceptance of this Purchase Order, Contractor hereby makes the following certifications, representations, and affirmations:

Accuracy, Completeness and No False Statement

Contractor represents and warrants that all statements and information prepared and submitted in its response to the solicitation are current, complete, true and accurate. Submitting a response with a false statement or material misrepresentations made during the performance of the Contract is a material breach of the Contract and may void the submitted response and/or Contract.

Antitrust Affirmation

In accordance with Section 2155.005 of the Texas Government Code, neither Contractor nor the firm, corporation, partnership, or institution represented by Contractor, nor anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its response to the Contract to any competitor or any other person engaged in the same line of business as Contractor. Contractor assigns to OAG all of Contractor's rights, title and interest in and to all claims and causes of action Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with this Solicitation or any resulting contract.

Buy Texas Affirmation

Contractor shall comply with Section 2155.4441, Texas Government Code, pertaining to service contract use of products produced in the State of Texas, and agrees that 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.

Computer Equipment Recycling Program

If Contractor is submitting a response for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules, 30 TAC Chapter 328.

Child Support Obligation Affirmation

Under Section 231.006, Family Code, Contractor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

No Gift/Economic Opportunity

Pursuant to Section 2155.003 of the Texas Government Code, Contractor represents and warrants that it 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, compensation, or service to a public servant in connection with the submitted response.

Indemnification

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

No Delinquencies/Indebtedness

Contractor agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan

If the contract contemplates handling of "vital state record" as defined in Subsection 441.180(13) of the Texas Government Code, in accordance with 13 TAC Section 6.94(a)(9), Contractor shall provide to OAG the descriptions of its business continuity and/or disaster recovery plans as regards to the protection of the OAG's vital state records.

No Federal Action Resulting from a Post 2005 Disaster

Under Sections 2155.006 and 2261.053 of the Texas Government Code, Contractor 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.

Disclosure of Prior State Employment

If the Contract is related to the "consulting services," as the term is defined in Subsection 2254.021(1) of the Texas Government Code, Contractor hereby certifies that it does not employ an individual who has been employed by OAG or another agency at any time during the two years preceding the submission of the response or, in the alternative, Contractor has disclosed in its response the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

Anti-Boycott and Business Ban

Pursuant to Section 2271.001 of the Texas Government Code, Contractor certifies that either (i) it meets exemption criteria under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract. Contractor shall state any facts that make it exempt from the boycott certification in relation to this requirement. In addition, in accordance with Texas Government Code, Chapter 2252, Subchapter F, Contractor hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code Section 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Contractor further certifies that it is not listed in the prohibited vendors list authorized by Executive order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, threaten to Commit, or support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control. Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

Critical Infrastructure Affirmation

Pursuant to Section 2274.0102 of the Texas Government Code, Contractor certifies that neither it nor its parent company nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

Energy Company Boycotts

Contractor represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the OAG.

Firearm Entities and Trade Associations Discrimination

Contractor verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify the OAG.

E-Verify Program

Contractor certifies that for contracts for services, Respondent shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of: all persons employed by Contractor to perform duties within Texas; and all persons, including subcontractors, assigned by Contractor to perform work pursuant the Contract within the United States of America.

Contracting with Agency Executive Heads

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of the OAG, (2) a person who at any time during the four years before the date of the contract was the executive head of the OAG, or (3) a person who employs a current or former executive head of the OAG.

No Participation in Solicitation Drafting

Under Section 2155.004(b) of the Texas Government Code, Contractor certifies that the individual or business entity named in this response or Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.

Former Agency Employees

Contractor represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were former employees of the Agency during the twelve (12) month period immediately prior to the date of execution of the contract.

No Conflict of Interest

Contractor represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

Suspension and Debarment

Contractor certifies that the Contractor 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. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

Cybersecurity Training

Contractor hereby certifies that all employees, agents, subcontractors, officers, and/or any other users authorized by Contractor that have access to a state computer system or database shall complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code at the frequency prescribed by

Section 2054.5192(c), Government Code. Contractor further certifies and agrees to maintain evidence of any such completed cybersecurity training and shall upon OAG request, furnish evidence of the completed cybersecurity training to OAG in the frequency, manner, and form prescribed by OAG.

Cloud Computing State Risk and Authorization Management Program

Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Contractor represents and warrants that it complies with the requirements of the state risk and authorization management program and Contractor agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.

COVID-19 Vaccine Passport Prohibition

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. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

Human Trafficking Prohibition

Under section 2155.0061, Texas Government Code, Contractor 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.

Data Management and Security Controls

In accordance with Section 2054.138 of the Texas Government Code, Contractor certifies that it will comply with the security controls required under this contract and will maintain records and make them available to the OAG as evidence of Contractor's compliance with the required controls.

Television Equipment Recycling Program

Contractor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.