



Texas Department of Insurance
Purchase Order # 45400 16-0150

Payment Terms: NET30 Freight Terms: FOB Destination Ship Via: VNDR PCC: D Date: 09/01/15 PO Method: DG Dispatch: Dispatch Via Print Rev Dt:

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS ARE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: STENOCALL INC
PO BOX 10127
LUBBOCK TX 794083127
United States

Ship To: 2M0001
7551 Metro Center Drive, Suite 100
Austin TX 78744
United States

Vendor ID: 1751441138

Purchaser: Steve Villarreal
Phone: 512/676-6146
Fax: 512/463-6159
Email: steve.villarreal@tdi.texas.gov

Bill To: Attn: Acctng - Mail Code 108-3A
P. O. Box 149104
Austin TX 78714-9104
United States

Fax:
Email: Invoices@tdi.texas.gov

PO Information:

Telecommunications Services Blanket Exemptions
Telecommunications Services Exemptions through 09/30/2015

State agencies are granted an exemption for the procurement of Telecommunications Services that are not a part of Tex-AN or the Capitol Complex Telephone System (CCTS).

Term of Service: 9/1/2015 - 8/31/2016

Costs included: \$295.95 per month for telephone facilities connected to, call forwarded to, or leased from Stenocall's services for 75 inquiries. Additional inquiries in excess of 75 are \$1.99 per inquiry.

The following documents are incorporated into this purchase order:

- Attachment 1: Non-disclosure form signed 8/31/11
Attachment 2: TDI Terms and Conditions
Attachment 3: Price Email Quote from Stenocall dated 8/28/2015

ACCT. #: 741-7106

Contract Administrator - Karen Puckett - karen.puckett@tdi.texas.gov - 512-804-5020
Contract Monitor - Chris D'Amura - christopher.DAmura@tdi.texas.gov - 512-804-4626

Services provided by Stenocall are by a month to month basis, the Texas Department of Insurance has the right to cancel service at any time with a 30-day written notice.

Invoicing. To ensure prompt payment, the vendor must include the following information on all invoices: (1) the above reference PO Number, (2) the above referenced Vendor ID No., and (3) any other relevant information that will confirm purchase. Failure to comply may delay payment process or cause invoice to be returned.

Authorized Signature

Handwritten signature of Steve Villarreal

08/28/2015



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Purchase Order # 45400 16-0150

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Subscription renewal	915/05	12.0000	MO	295.95000	3551.40	09/01/2015
						Schedule Total	3551.40
						ReqID: 0000013544	
						Item Total for Line # 1	3551.40
2- 1	Overcharge charges	915/05	200.0000	EA	1.99000	398.00	09/01/2015
						Schedule Total	398.00
						ReqID: 0000013544	
						Item Total for Line # 2	398.00
3- 1	Estimated costs for Standby fee.	915/05	2.0000	EA	50.00000	100.00	09/01/2015
						Schedule Total	100.00
						ReqID: 0000013544	
						Item Total for Line # 3	100.00
4- 1	Estimated costs for Long distance charges.	915/05	1.0000	EA	120.00000	120.00	09/01/2015
						Schedule Total	120.00
						ReqID: 0000013544	
						Item Total for Line # 4	120.00

Authorized Signature

Art L. Howard, LPPB, CFPM

08/28/2015



Texas Department of Insurance
Purchase Order # 45400 16-0150

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
5- 1	Cellular text fee.	915/05	12.0000	EA	12.33000	147.96	09/01/2015
						Schedule Total	<input type="text" value="147.96"/>
						<u>ReqID:</u> 0000013544	
						Item Total for Line # 5	<input type="text" value="147.96"/>
6- 1	Estimated costs for Bilingual assistance.	915/05	1.0000	EA	400.00000	400.00	09/01/2015
						Schedule Total	<input type="text" value="400.00"/>
						<u>ReqID:</u> 0000013544	
						Item Total for Line # 6	<input type="text" value="400.00"/>
						Total PO Amount	<input type="text" value="4717.36"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to Shipment.

Terms and Conditions:
 The Purchase Order Terms and Conditions can be found at:
<http://www.tdi.texas.gov/general/aspurch.html>

Authorized Signature
Art L. Williams, CPAA, CFPM
08/28/2015

Appendix A

NON-DISCLOSURE AGREEMENT

1. The Texas Department of Insurance, Division of Workers' Compensation (TDI) has contracted with Stenocall to conduct services as specified by the "Lease and Service Agreement." In fulfilling Stenocall's contractual obligations, Stenocall may be provided with certain confidential information. Thus, TDI and Stenocall are entering into this Non-disclosure Agreement, by and through their duly authorized representatives.
2. Both parties agree that all information regarding TDI or gathered, produced, collected or derived from or related to this contract or provided to Stenocall (Confidential Information) must remain confidential and is subject to release only upon prior written approval of TDI. Stenocall may use the Confidential Information only as necessary to perform Stenocall's contractual duties.
3. Stenocall shall maintain, and shall use prudent methods to cause Stenocall, and Stenocall's employees and agents to maintain the confidentiality of the Confidential Information.
4. Stenocall will not at any time use the Confidential Information in any fashion except in connection with Stenocall's duties and obligations as described in Stenocall's contract with TDI.
5. Stenocall and Stenocall's employees and agents may not copy or reproduce the Confidential Information without TDI's prior written consent.
6. All Confidential Information and materials made available to Stenocall, including copies thereof, shall be returned to TDI upon the completion or termination of the contract or upon TDI's request, whichever occurs first.
7. This Non-disclosure Agreement shall become effective as of the date of the Lease and Service Agreement to which it is appended and this Non-disclosure Agreement shall survive the Lease and Service Agreement and shall be a continuing agreement for so long as Stenocall or any of Stenocall's employees and agents has possession of or access to the Confidential Information.
8. Pursuant to Texas Labor Code Ann. §402.083 et. seq, information in or derived from a TDI claim file regarding an employee (injured worker) is confidential and may not be disclosed (Confidential Information). Knowing, intentional or reckless disclosure of Confidential Information is a Class A misdemeanor pursuant to Texas Labor Code §402.091.
9. The breach of this Non-disclosure Agreement by Stenocall shall entitle TDI to immediately terminate the Lease and Service Agreement upon written notice to Stenocall for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Non-disclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether TDI elects to terminate the contract upon breach hereof, TDI may require Stenocall to pay to TDI the sum of \$250.00 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to TDI in the event of a breach hereof by Stenocall of this Non-disclosure Agreement. TDI does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Non-disclosure Agreement.
10. Stenocall's representatives who are signatories to this Non-disclosure Agreement hereby certify that they have full and express authority to bind Stenocall and Stenocall's employees, agents, successors, and assigns to the terms of this document.

CONTRACTOR: Stenocall	TEXAS DEPARTMENT OF INSURANCE
By: <i>[Signature]</i>	By: <i>[Signature]</i>
BRAD SANDERSON	Rod Bordelon 8/31/11
Printed Name:	Printed Name: Rod Bordelon

ATTACHMENT A-1

Texas Department of Insurance (TDI) Purchase Order Terms & Conditions

1. PURCHASE ORDER REQUIREMENTS:

- 1.1 Vendor/Contractor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Purchases made for State use are exempt from the State Sales Tax and Federal Excise Tax. Do not include tax on invoice. Excise Tax Exemption Certificates are available upon request.
- 1.3 Inquiries pertaining to purchase orders must include the PO number and PO date.

2. SPECIFICATIONS:

- 2.1 The vendor/contractor must comply with the specifications as outlined in the purchase order and any attachments to the order.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 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 Vendor/Contractor's name and address, and PO number.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Purchase Order (PO).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the PO.

3. DELIVERY:

- 3.1 The Vendor/Contractor shall provide or deliver the goods and services within the timeframe as stated on the PO. Delivery days mean calendar days, unless otherwise specified. Failure to provide the goods or services within the timeframe stated may cause the purchase order to be cancelled.
- 3.2 If delay is foreseen, Vendor/Contractor shall give written notice to the ordering agency. Vendor/Contractor must keep TDI advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TDI to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor/Contractor.
- 3.3 No substitutions permitted without written approval of TDI.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

4. **INSPECTION AND TESTS:** Goods delivered and rejected in whole or in part may, at the State's option, be returned to the Vendor/Contractor or held for disposition at Vendor/Contractor's expense. Latent defects may result in revocation of acceptance.

5. **AWARD OF PURCHASE ORDER OR CONTRACT** - The purchase order or contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Texas Government Code, Title 10, Subtitle D, Section 2155.074, 2155.144, 2156.007, and 2157.003 shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

6. **PAYMENT** - Vendor/Contractor shall submit 2 copies of an itemized invoice showing TDI's purchase order 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.

7. **PATENTS OR COPYRIGHTS** - The Vendor/Contractor agrees to protect the State from claims involving infringement of patents or copyrights.

8. VENDOR/CONTRACTOR ASSIGNMENTS

- Vendor/Contractor hereby assigns to ordering agency any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

9. **BIDDER AFFIRMATION** - By acceptance of this purchase order, the vendor/contractor hereby certifies that:

9.1 The Vendor/Contractor 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 purchase order or contract.

9.2 The Vendor/Contractor has not violated the antitrust laws of this State or the Federal Antitrust Laws (see section 8 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

9.3 Under Section 2155.004, Government Code, the vendor/contractor certifies that the individual or business entity named in this purchase order/contract is not ineligible to receive the specified purchase order/contract and acknowledges that this purchase order/contract may be terminated and payment withheld if this certification is inaccurate.

9.4 The Vendor/Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

9.5 Vendor/Contractor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.

9.6 Vendor/Contractor understands that acceptance of funds under this contract 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. Vendor/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. Vendor/Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor/Contractor and the requirement to cooperate is included in any subcontract it awards.

9.7 Vendor/Contractor is in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, Vendor/Contractor must provide the following information within 3 days of award.

Name of Former executive: _____
Name of State agency: _____
Date of separation from State agency: _____
Position with bidder: _____
Date of Employment with bidder: _____

9.8 If applicable, pursuant to Texas Family Code, Title 5, Subtitle D, Section 231.006(d), regarding child support, the contractor/vendor certifies that the individual or business entity named in this PO/Contract is not ineligible to receive the specified

payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any vendor/contractor subject to Section 231.006 must provide TDI with names and Social Security numbers of each person with at least 25% ownership of the business entity accepting this purchase order/contract. Vendors/Contractors who have pre-registered this information on the Centralized Master Bidders List have satisfied this requirement. This purchase order/contract is not valid until this information is provided. Failure to comply with this section renders this purchase order/contract null and void.

9.9 Vendor/Contractor agrees that any payments due under this purchase order/contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

9.10 Under Section 2155.006, Government Code, the vendor/respondent certifies that the individual or business entity named in this bid 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.

9.11 Under Section 2261.053, Government Code, the contractor/respondent certifies that the individual or business entity named in this bid 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.

9.12 Vendor/Contractor represents and warrants that any electronic and information resources products developed, procured, maintained, or used by TDI directly or used by the Vendor/Contractor under any PO which requires the use of such product, or requires the use, to a significant extent, of such product in the performance of a service or the furnishing of a product complies with the applicable State of Texas Accessibility requirements for Electronic and Information Resources specified in the Department of Information Resources' rules at 1 Texas Administrative Code Chapter 213.

9.13 Vendor/Contractor represents and warrants that payment to the vendor/contractor and the vendor/contractor's receipt of appropriated or other funds under any contract resulting from this PO are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

9.14 Vendor/Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TDI under the PO, and that vendor/contractor's provision of the requested items under the PO would not reasonably create an appearance of impropriety.

10. The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by TDI and the contractor to attempt to resolve all disputes arising under this contract.

11. Information, documentation, and other material in connection with this purchase order or contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

NOTE: IRS Withholding

Certain payments by some governmental entities to contractors after December 31, 2012 are subject to a 3% federal withholding requirement. The Internal Revenue Service (IRS) has proposed regulations regarding the 3% withholding requirement. Contractors and potential contractors should review this website for more information:

<http://www.irs.gov/govt/foia/article/0,,id=239542,00.html>

If the Comptroller determines that any payments due under this contract are subject to the 3% withholding requirement, the Comptroller shall withhold such amounts consistent with the statute. It is the Contractor's sole responsibility to assert and establish to the satisfaction of the Comptroller the availability of any applicable exemption from withholding.

Steve Villarreal

From: Clay McElroy <cmcelroy@stenocall.com>
Sent: Friday, August 28, 2015 11:21 AM
To: Steve Villarreal
Subject: RE: Texas Department of Insurance Request for Pricing from Stenocall

Per our conversation the same pricing will stay the same

Basic rate 295.95

Text cell service 12.33

Over calls 1.99 each

Thanks Clay!

Cell: 806.559.3812

Ofc: 888.783.6622 EXT 2328



From: Steve Villarreal [mailto:Steve.Villarreal@tdi.texas.gov]
Sent: Friday, August 28, 2015 8:45 AM
To: cmcelroy@stenocall.com; clay@stenocall.com
Subject: Texas Department of Insurance Request for Pricing from Stenocall
Importance: High

Good Morning Clay,

Can you please provide current pricing to services we have with Stenocall, our current Purchase Order is 45400 0000007635.

Thank you,

Steve A. Villarreal, CPPB, CTPM
Lead Purchaser
Purchasing & Contract Administration
Phone (512) 676-6146
steve.villarreal@tdi.texas.gov

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