

TEXAS WATER DEVELOPMENT BOARD TERMS & CONDITIONS
Items stated below apply to and become a part of the purchase order

APPLICABLE FOR ALL PURCHASES

- A. **Dispute Resolution** - The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Texas Water Development Board and the contractor to attempt to resolve all disputes arising under this contract.
- B. **Delinquent Taxes** - Vendor agrees that any payments due under this purchase order will be applied toward any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- C. **General Information** - Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the state of Texas.
- D. **Cancellation of Purchase Order** - Financial obligations of the state payable after each fiscal year are contingent upon funds being appropriated by the Texas Legislature budgeted or otherwise made available. If funds are not appropriated or otherwise made unavailable, any resulting contract shall be terminated without penalty upon agency giving written notice to the vendor.

APPLICABLE FOR INTER-AGENCY PURCHASES

- E. **Inter-Agency Purchase** - Legal Cite: Texas Government Code Chapter 771 (IAC) Act

APPLICABLE FOR DIRECT PUBLICATION PURCHASES (as stated in Section 2.14 in the Procurement Manual)

- F. **Direct Publication Purchases** – “Not Available from any other source”

APPLICABLE FOR ALL AIS (Automated Information Service) PURCHASES (which includes Catalogue Contract Purchases)

- G. **Technology Access Clause** – “The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to Texas Water Development Board that the technology provided to Texas Water Development Board for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:
 - 1. providing equivalent access for effective use by both visual and nonvisual means;
 - 2. presenting information, including prompts used for interactive communications, in formats intended for nonvisual use; and
 - 3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."

rev. 01/16

Letter of Agreement and Statement of Work
for Maintenance/Service of the
Texas Water Information Systems Software

This document along with a signed purchase order will serve as the working agreement between the Texas Water Development Board (TWDB) and Northbridge Environmental (Contractor) to provide maintenance and service to the TWDB's Texas Water Information Systems Software (TxWISE). This Letter of Agreement (Agreement) is not valid without the proper signatures below and a signed purchase order. The purchase order will be issued upon receipt of this executed Agreement prior to the start date of said Services.

Statement of Work-

The following systems are included under this Statement of Work (SOW):

- TxWISE Application
- CAS Application
- TxWISE Interfaces with the below:
 - HalFile
 - IFSS
 - MIP
 - OLA

1. MAINTENANCE

Contractor shall meet or exceed the following requirements and shall:

- a. Provide maintenance for the TxWISE application implemented at the TWDB to ensure uptime Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time (CT).
- b. Provide telephone, email, WebEx, and/or onsite support. Support shall be provided 7:00 a.m. through 6:00 p.m. CT, Monday through Friday, excluding holidays. Contractor shall respond to support notifications in accordance with the criteria stated in the Support Response Table (below) after receiving notification from TWDB, during normal business hours:

Support Response Table

Support Response	Severity	Criticality	Description
Response within 4 hours of notification during normal business hours	1	Critical	<ol style="list-style-type: none"> 1. An incident that results in a critical business impact for the TWDB. 2. A complete or substantial loss of service. 3. Data loss or data corruption making an essential part of the system unusable. 4. Inability to use a mission critical function or workflow within the system.
Response within 24 hours of notification during normal business hours	2	Medium	<ol style="list-style-type: none"> 1. An incident that results in significant business impact for the customer. 2. The functionality of the software is adversely affected, but can be circumvented (a work around exists). 3. Certain functions within the software are disabled, but the system remains operable.
Response within 72 hours of notification during normal business hours	3	Low	<ol style="list-style-type: none"> 1. An incident that results in a minimal business impact to the customer (i.e., customer experiences no loss of service and the incident has no significant effect on the usability of the software). Examples would be text formatting issues or misspelled words.

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- c. Be available when needed, via telephone, email, WebEx, and/or on site, to help troubleshoot problems, apply fixes, or perform other important maintenance tasks during off-hours as indicated in the Support Response Table listed in this contract (see above).
 - d. Issue new releases/updates of the software, including but not limited to Environmental Protection Agency (EPA) required updates. Contractor shall provide guidance and training to assist the TWDB with installation and operation of each new release.
 - e. Correct verifiable and reproducible errors when reported to Contractor. The term 'error' shall be interpreted to include defects in application documented process for tracking errors and/or defects and/or database design and code defects.
- 1.1 Provide planned maintenance, including upgrade and data management strategies. This includes, but is not limited to the following:**
- a. Assist TWDB Project Manager(s) and System Analyst(s), or Database Administrator(s), including technical guidance and system process administration with planned software, data upgrades, and maintenance schedules.
 - b. All maintenance and upgrades shall be scheduled with TWDB prior to commencement.
 - c. Software upgrades shall be coordinated with TWDB to ensure that version incompatibilities are not created.
 - d. Assist TWDB Project Manager(s) with procedures that ensure that all potentially affected users shall be notified if at any point a system must be halted to provide maintenance.
 - e. Work with TWDB staff and its Information Technology (IT) staff in reviewing and responding to maintenance issues.
 - f. Perform detailed analysis of bugs and issues regarding TxWISE.
 - g. Assist in documenting the anticipated programming efforts needed to resolve issues.
 - h. Participate in peer reviews of proposed changes (i.e. TxWISE Business Team).
 - i. Plan and perform unit-testing activities.
 - j. Respond promptly to any problems resulting from contractor-provided fixes or changes during system acceptance testing, regression testing or in production.
 - k. Assist in the deployment of changes to TxWISE application code, data structures, or data to the TWDB test and/or production environments in close coordination with IT technical staff.
 - l. Meet with program and IT staff to investigate, devise corrections to, and per approval, implement fixes.
 - m. Provide on-the-job training and/or technical knowledge transfer of the TxWISE system to IT staff by analysis, guidance, consultation, and working with IT technical staff to troubleshoot and resolve issues.
 - n. Assist IT project management staff with planning and coordination of maintenance upgrades for the duration of this maintenance period.
 - o. Participate in TxWISE technical maintenance meetings.
 - p. Review logs and system messages as needed to ensure the system is operating and performing adequately.
 - q. Notify IT Project Manager(s) of any past or probable system downtime.

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- r. Assist TWDB staff in modifying ad hoc reports.
- s. Attend and participate in scheduled technical maintenance meetings.
- t. Assist in onsite project management and provide technical guidance as needed.
- u. Assist TWDB staff in analyzing and implementing Data Change Requests (DCRs).

2. TWDB RESPONSIBILITIES - The TWDB shall:

- a. Provide a Contract Manager/Information Technology Project Manager point-of-contact.
- b. Provide access to appropriate data systems and information.
- c. Provide resources for oversight, implementation and deployment of releases.
- d. Provide resources to assist the Contractor in configuring the software.
- e. Provide on-site space for Contractor personnel including office space with connectivity, meeting room, and testing areas as needed.
- f. Ensure Contractor provided equipment meets TWDB hardware and software standards prior to connecting to the TWDB Network.

3. CONTRACTOR RESPONSIBILITIES - The Contractor shall provide:

3.1 STATUS REPORTS

- a. During the Maintenance period the Contractor shall submit monthly status reports on activities outside of regular maintenance. The monthly reports shall be delivered to the TWDB TxWISE Project Manager no later than the 10th of the following month.

3.2 ADVANCED TECHNICAL SERVICES & DATA REMEDIATION

- a. During the term of this Agreement, the Contractor shall provide advanced technical services and data remediation assistance, as requested by TWDB project manager for services such as, but not limited to strategic enhancement planning, feasibility analysis, data remediation, and advanced system analysis.

3.3 CONTRACTORS PERSONNEL/STAFF REQUIREMENT

- a. Contractor Project Manager's (PM) primary responsibility shall be the day-to-day operation of the service in accordance with this SOW.
- b. Contractor PM shall be a permanent Contractor staff employee and shall serve as a constant primary point-of-contact for the TWDB.
- c. The TWDB recognizes that events beyond the control of Contractor such as death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the PM will require that Contractor propose a replacement. In the event that such a replacement is necessary, Contractor agrees that no personnel shall begin work on the project without prior written approval from the TWDB.
- d. The use of subcontractors or contract employees is permitted with prior approval from TWDB.
- e. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost with prior approval from TWDB.
- f. Contractor agrees that key personnel assigned to the TWDB shall remain available for the duration of the term of the purchase order, to the extent that this contract requires their services as long as that individual is

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employed by Contractor and until the contract end date is reached. TWDB understands that the contractor staff may have multiple project assignments outside this contract. Contractor shall work with TWDB to assign staff and schedule delivery of enhancement requests.

4.0 INITIAL TERM

September 1, 2017 through August 31, 2018.

4.1 OPTION TO RENEW SERVICES

There is no option to renew.

4.2 STOP WORK ORDER

The TWDB may issue a Stop Work Order, in writing, to the Contractor at any time. The Stop Work Order (SWO) shall provide the Contractor with notice of the facts underlying the determination to issue the SWO. The SWO may require an immediate cessation of work or the cessation of work at a definite future date. The SWO shall provide the Contractor with a definite limited time to cure the conditions underlying the SWO. If the Contractor fails to cure within 10 business days, then the Board may terminate this Agreement.

4.3 PRICING AND PAYMENT

a. The cost to provide the maintenance and service stated within the Agreement \$5979.33 per month x 12 months for a total of \$71,752.00.

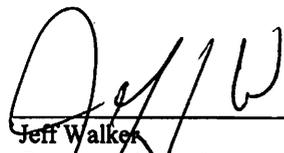
Invoices will be processed monthly. Payment shall be due within thirty (30) calendar days from receipt of each invoice. The invoice must include the purchase order number and be sent directly to the Texas Water Development Board, Accounts Payable at PO Box 13231, Austin, TX 78711-3231 or emailed to invoice@twdb.texas.gov.

By executing this Letter of Agreement, the Contractor accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this Letter of Agreement. The Contractor shall comply with and cooperate in any such investigation or audit. The Contractor agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The Contractor also agrees to include a provision in any subcontract related to this contract that requires the subcontractor to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the Letter of Agreement.

This Letter of Agreement is hereby entered into by:



Deems Buell
Northbridge Environmental Management Consultants
319 Littleton Road, Suite 208
Westford, MA 01886



Jeff Walker
Executive Administrator
Texas Water Development Board

9/20/2017

Date

9-22-17

Date