



**Letter of Agreement between the Texas Water Development Board
 and
 Northbridge Environmental Management Consultants
 for
 the Upgrade and Enhancement of the Texas Water Information System
 Expansion (TxWise)**

This Letter of Agreement (AGREEMENT), along with a signed purchase order, will serve as the AGREEMENT between the Texas Water Development Board (TWDB) and Northbridge Environmental Management Consultants (CONTRACTOR), who will provide the services required for the upgrade and enhancement of TxWise as listed within this AGREEMENT. This AGREEMENT is not valid without proper signatures and a signed purchase order. The purchase order will be issued upon receipt of the executed AGREEMENT.

CONTRACTOR shall provide the services outlined in Section II – Statement of Work (SOW) of Request for Offer (RFO) 580-18-RFO0714

The requested services shall be provided upon execution of this Agreement through December 31, 2018.

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.

Pricing and Payment

CONTRACTOR shall provide the services referenced in this Agreement **for a Firm-Fixed Price of \$75,012.00**. Payment shall be due within thirty (30) calendar days from receipt of invoice(s).

The invoice(s) must include the purchase order number and be sent directly to the Texas Water Development Board, Accounts Payable, and P.O. Box 13231, Austin, TX, 78711-3231 or emailed to invoice@twdb.state.tx.us or faxed to 512-936-2298.

Acknowledgement and Acceptance

By signing and accepting this AGREEMENT, the CONTRACTOR understands and agrees they are performing the SERVICES as an *independent contractor* and *are not* an employee of the TWDB.

The CONTRACTOR is responsible for payment of any taxes, fees or charges. Taxes, fees or charges *will not* be deducted from any payments made under this AGREEMENT.

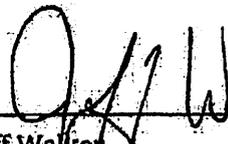
The CONTRACTOR shall receive a 1099 after the first of each calendar year.

The CONTRACTOR must accept 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. 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.

This Letter of AGREEMENT is hereby entered into by:

TEXAS WATER DEVELOPMENT BOARD

**NORTHBRIDGE ENVIRONMENTAL
MANAGEMENT CONSULTANTS**



Jeff Walker
Executive Administrator



Deems Buell
Principal

Date: 7-31-18

Date: 8/1/18

ATTACHMENTS - These attachments are attached hereto by reference and incorporated into this Agreement for all pertinent purposes:

Attachment A - RFO No. 580-18-RFO0714 - Upgrade and Enhancement of Texas Water Information System Expansion (TxWISE)

Attachment B - Northbridge's Response to RFO No. 580-18-RFO0714

Attachment C - TWDB Terms and Conditions

Texas Water Development Board

REQUEST FOR OFFER NO. 580-18-RFO0714

FOR

UPGRADE AND ENHANCEMENT OF TEXAS WATER INFORMATION SYSTEM
EXPANSION (TxWISE)

Class-Item Codes: 920-04

RESPONSES DUE:

JULY 25, 2018, 3:00 P.M.

The issuing office believes that the requested items in this request for offers may be proprietary to one vendor under Section 2155.067 of the Government Code; however, the issuing office strongly encourages offers from all qualified respondents that may be able to provide the requested items.

Texas Water Development Board
P.O. Box 13231
Austin, TX 78711-3231
Contact: James Gonzalez
Phone: 512-463-7979
Email: Purchasing@twdb.texas.gov

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Exhibit C - Schedule of Task Completion

Procurement File

SECTION I – OVERVIEW

1.1 INTRODUCTION

It is the intent of the Texas Water Development Board (TWDB) to solicit offers for the upgrade and enhancements to the Texas Water Information System Expansion (TxWISE) in accordance with all requirements stated herein. Contractor will be required to provide TWDB with the deliverables as specified in this RFO and as agreed upon under any contract resulting from this RFO.

1.2 BACKGROUND

The Texas Water Information System Expansion (TxWISE) is a comprehensive loan and grant management information system and is a modified version of the Loan and Grant Tracking System (LGTS), as created by Northbridge Environmental Management Consultants.

TxWISE is designed to:

- Provide accurate and timely data and information collection, analysis, and accessibility;
- Maximize demand for the financial assistance programs; thereby increasing loan volume and related origination fee revenue;
- Improve financial and budgetary information and related decisions;
- Improve reporting capabilities (both internal and external, with the Environmental Protection Agency (EPA) and others); and
- Streamline the overall loan, grant, and contract project financing business processes.

Currently, the TWDB business areas are requesting enhancements that refines the existing LGTS system for improved usability, maintenance of data integrity, and to better match their business processes.

1.3 CONTRACT TERM

The Services requested shall be provided upon execution of the Contract through December 31, 2018.

1.4 BUDGET

The TWDB reserves the right to award to one or more Contractors as a result of this RFO. Offers must include a detailed budget in accordance with the requirements of Section II. Statement of Work. Compensation will be negotiated per each enhancement, once

approved by TWDB. The total amount of services provided shall not exceed \$85,000.00 during the contract term.

1.5 DEFINITIONS

For purposes of this RFO, the following definitions apply:

"Contract" means the contract awarded as a result of this RFO and all attachments and exhibits thereto.

"Contractor" – means a Respondent who was evaluated and awarded a contract for this RFO

"EPA" – means the Environmental Protection Agency

"ESBD" means the Electronic State Business Daily, the electronic marketplace where state of Texas bid opportunities over \$25,000.00 are posted. The ESBD may be currently accessed at <http://www.txsmartbuy.com/sp>.

"LGTS" – means TWDB's Loan and Grant Tracking System

"Respondent" – means the entity responding to this solicitation

"Solicitation" means this Request for Offer including any exhibits and addenda, if any.

"RFO" – means Request for Offer

"TWDB" – means the Texas Water Development Board

"TxWISE" – means the Texas Water Information System Expansion system

SECTION II – STATEMENT OF WORK

2.1 DESCRIPTION OF SERVICES

These specifications are being advertised under Section 2155.067 of the Texas Government Code. Only bids on items conforming exactly to these specifications, which include proposing only the brand name(s), make and model number(s) specified, will be considered in determining an award.

The selected Contractor will provide Services, which shall include, but are not limited to, the requirements contained in this RFO. Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alterations, modifications, or exceptions. Services set forth that contain the words "may" or "can" allow Respondent to offer alternatives to the manner in which the Services are provided. The requested Services and corresponding deliverables are as follows when appropriate:

- A. Kick-Off Meeting. This deliverable will be the project kick-off with the vendor for enhancements that require large-scale planning and coordinating. Expectations are to outline schedules and activities for the effort.
- B. Project Schedule. This deliverable will include input and contribution of information from the vendor so the TWDB Project Manager (PM) can develop the project schedule for enhancements that require large-scale planning and coordinating.
- C. Status Reports. When needed for enhancements that require large-scale planning and coordinating, this deliverable will include weekly status reports indicating milestone-based progress, planned progress, identified risks or issues, schedule status, potential schedule impacts, key achievements, and release information.
- D. Requirements document(s). This deliverable will define business and system requirements from the Description of Services, as listed in this document, and must be approved by TWDB.
- E. Design specifications. Deliverables will be applicable Functional and Technical Design, including but not limited to:
 1. TxWISE Screens Impacted – If the impact on the screen changes the look of the screen (i.e. a new item is added to the screen, an existing item is deleted from the screen, etc.), the modifications will be discussed with the business owners and finalized with the TWDB project manager.
 2. TxWISE Database Tables and Fields Impacted, as determined by each enhancement request.

3. TxWISE Reports Impacted (Northbridge created) – If an impact to a report created by Northbridge is identified (i.e. a new item is added to the report, an existing item is deleted from the report, etc.), an updated report will be provided.
 4. TxWISE Reports Impacted (TWDB created) – If the impact on the report created by TWDB is identified, advanced technical support and guidance may be provided.
 5. Business Functions and Finance Processes Impacted – Flow charts will be provided for business processes affected by the modifications for enhancements that require large-scale planning and coordinating.
- F. System Test Results. This deliverable will be a matrix or similar artifact that illustrates the functionality tested and traceability to requirements as performed by the vendor.
 - G. User Test Plan, Scripts, and Results. The vendor will create test plan, and scripts, and will support TWDB user testing activities. Completion will be based upon completion of all user testing and final approval to implement as provided by the TWDB project manager.
 - H. System Code. This deliverable will include an updated version of the TxWISE un-compiled system development code.
 - I. System Documentation. This deliverable will be to update technical documentation of the application when appropriate, including but not limited to:
 1. TxWISE Data Model
 2. TxWISE User Guide
 3. TxWISE Functional Design Documents
 4. Data Dictionary
 - J. Training. This deliverable will consist of knowledge transfer to TWDB staff and include separate activities for technical and functional. Basis of content should be the system documentation and User Guide. Training specifics will be dependent on the size of the enhancement and may be recorded for future training purposes, as determined by the TWDB project manager.
 - K. Enhancement. The implemented enhancement will successfully modify the TxWISE System with the requested changes as prioritized and provided by the TWDB project manager. See Appendix A for detailed information regarding the following enhancements to be included in this SOW:
 1. Grouped Commitments: Multiple Commitments with One Bond Issuance

- L. Close-Out. This deliverable will include completion of any known defects, transfer of all documentation, and full acceptance of enhancement completion for enhancements that require large-scale planning and coordinating.
- M. Deliverable format. TWDB will negotiate format of deliverable as needed.

2.2 MINIMUM REQUIREMENTS AND EXPERIENCE

Respondents must include the name of the project manager who will direct the overall project throughout the duration of the contract. Respondents must include the experience of the individuals who will be assigned to this project as well as that of the company. Résumés of all project staff members are required to be submitted as an appendix.

Respondents shall provide examples of the following experiences:

- A. In-depth knowledge, and experience with TWDB's TxWISE Application. Minimum 5 years required.
- B. Demonstrated experience developing software applications using C# .NET, Sencha, NHibernate, Microsoft SQL Server, and Microsoft SQL Server Reporting Services;
- C. In-depth knowledge of the Environmental Protection Agency (EPA) State Revolving Fund (SRF) Programs, as well as all TWDB state-funded financial assistance programs;
- D. Experience with all TWDB financial processes and practices including accounting, financial compliance, and debt and portfolio management.
- E. Successful upgrade of a statewide implementation enhancement to a new version

2.3 DELIVERABLES

Content and dates will be developed with the selected vendor in accordance with the following:

- A. Deliverables will be estimated and invoiced on a time and materials cost basis.
- B. Deliverables must be provided by the dates specified as agreed upon in Project Schedule. Any changes to the delivery date must have prior approval (in writing) by the TWDB Contract Manager (CM) or designate.
- C. All deliverables must be submitted in a format approved by the CM.

- D. All deliverables must have acceptance criteria established and a time for testing or acceptance.
- E. If the deliverable cannot be provided within the scheduled time frame, the vendor is required to contact the CM in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- F. A request for a revised schedule must be reviewed and approved by the CM before placed in effect. Please note: a revised schedule on the part of the vendor may result in penalties, costs, and other actions based on the facts related to the request for a revised schedule.
- G. The TWDB will complete a review of each submitted deliverable within specified working days from the date of receipt.

SECTION III – GENERAL INFORMATION

3.1 Response Submission, Date and Time

WITHOUT EXCEPTION – RESPONSE MUST BE TIME AND DATE STAMPED BY TWDB PURCHASING OFFICE BEFORE:

3:00 P.M. CT, FRIDAY, JULY 25, 2018

TWDB's Purchasing office is open Monday-Friday, 8:00 a.m. to 5:00 p.m. CT, excluding State of Texas-observed holidays. TWDB will not consider responses that the Purchasing office receives after the closing date. All TWDB visitors must register with the TWDB Receptionist Desk and receive a visitor badge to visit any area of the agency. Be sure to incorporate time for parking and the reception desk when delivering responses in person. The mailing address is:

Texas Water Development Board
Stephen F. Austin Building, Room 610B
1700 N. Congress Ave.
Austin, TX 78701

The Vendor must submit response in a sealed envelope/package with Vendor's name, RFO number, and closing date prominently visible on the envelope/package. TWDB will not accept facsimile transmissions of responses under any circumstances. Discovery of any false statement in the response is a material breach and shall void the submitted response or any resulting contracts, and Vendor may be removed from all vendor lists maintained by the State of Texas. Regardless of the method of submitting the response—United States Postal Service (USPS), United Parcel Service, Federal Express or other delivery service, response must be received in the TWDB's Purchasing office on or before the closing date in order to be considered.

Note: TWDB WILL NOT accept a USPS postmark and/or round validation stamp; mail receipt with the date of mailing stamped by the USPS; a dated shipping label, invoice or receipt from a commercial carrier; or any other documentation as proof of receipt of any response. Vendors are advised that TWDB assumes no responsibility, due to any circumstances, for the receipt of a response after the deadline time and date established in this RFO.

3.2 Schedule of Events/Critical Dates

EVENT	DATE/TIME
Solicitation Release Date	July 11, 2018
Deadline for Submitting Questions	Wednesday, July 18, 2018@ 3:00 PM Central Time
Deadline for submission of Solicitation Responses [NOTE: Responses must be <u>RECEIVED</u> by TWDB by the deadline.]	Wednesday, July 25, 2018 AT 3:00 PM Central Time
Evaluation Period	July 26 - July 31, 2018
Anticipated Contract Start Date	August 6, 2018
Contract End Date	December 31, 2018

Note: These dates are a tentative schedule of events. TWDB reserves the right to modify these dates at any time upon notice posted to the ESD. Any dates listed after the Solicitation Response deadline will occur at the discretion of the TWDB and may occur earlier or later than scheduled without notification on the ESD.

3.3 Number of Response Copies

Vendor must submit one hardcopy and two flash drives of the response by 3:00 p.m. on the deadline date. Failure to meet the condition shall result in disqualification of response. Photocopying is not available at TWDB. The Purchasing office will not accept additions/replacements to the response after the closing date.

3.4 Changes, Amendment or Modification to Solicitation

TWDB reserves the right to change, amend or modify any provision of this Solicitation, or to withdraw this Solicitation, at any time prior to award, if it is in the best interest of TWDB and will post such on the ESD. It is the responsibility of Respondent to periodically check the ESD to ensure full compliance with the requirements of this Solicitation

3.5 Point of Contact

All requests, questions or other communication about this Solicitation shall be made in writing to TWDB's Purchasing Department, addressed to the person listed below. All communications between Respondents and other TWDB staff members concerning the Solicitation are strictly prohibited. Failure to comply with these requirements may result in disqualification of Respondent's Solicitation Response.

Name: James Gonzalez, CTPM
Title: Purchaser
Address: 1700 N. Congress Ave., Austin, TX 78701
Phone: 512-463-7979
Email: james.gonzalez@twdb.texas.gov

3.6 Solicitation Response Submission and Delivery

A. Deadline

Solicitation Responses must be received and time-stamped by TWDB at the address identified in section 3.1 no later than the date and time specified in section 3.1

B. Labeling

Solicitation Responses shall be placed in a sealed box and clearly labeled as follows:

SOLICITATION NO: 580-18-RFO0714
SOLICITATION NAME: Upgrade and Enhancement of Texas
Water Information System Expansion
(TxWISE)
SOLICITATION RESPONSE DEADLINE: July 25, 2018 – 3:00 p.m.

TWDB will not be held responsible for any Solicitation Response that is mishandled prior to receipt by TWDB. It is Respondent's responsibility to mark appropriately and deliver the Solicitation Response to TWDB by the specified date and time.

C. Delivery

Respondent must deliver Solicitation Responses by hand delivery, overnight, or commercial mail to the following address:

Texas Water Development Board (TWDB)
Room 610B
Attn: James Gonzalez
Stephen F. Austin
1700 N. Congress Ave.
Austin, Texas 78701

Responses must be received no later than: **July 25, 2018 - 3:00 P.M., Central Time (CT)**

Fax (facsimile) and email are not acceptable methods of responding to this RFO. No materials submitted via fax or email will be accepted under any circumstances.

Responses, modifications or addenda/amendment to an original response received by TWDB after the specified time and date for closing will not be considered. The System Agency will not consider any late responses for any reason.

NOTE: All Solicitation Responses become the property of TWDB after submission and will not be returned to Respondent.

D. Vendor Alterations Modifications and Withdrawals of Response

Prior to the Solicitation Response submission deadline, a Vendor may: (1) withdraw its Solicitation Response by submitting a written request to the Point of Contact identified in Section 3.5; or (2) modify its Solicitation Response by submitting a written amendment to the Point of Contact identified in section 3.5. TWDB may request Solicitation Response modifications at any time.

SECTION IV – RESPONSE FORMAT AND CONTENT CRITERIA

4.1 Response Format and Content

Responses must be written entirely on 8 ½" X 11" white paper and must be limited to 30 pages not including appendices and attachments. Responses should be stapled in the top left corner or if bound may be bound in no more than a 3-ring binder. Responses must be submitted in a manner which does not carry any benefit, keepsake, or value for members of the review panel.

A. Response Cover Page

Responses should include a cover page, which clearly states the name of the firm or organization and the name, position, and telephone number of the Respondent's project administrator who may be contacted regarding the response.

B. Response Checklist

This checklist is to assist Respondents in ensuring that all information is included in their response. Respondents must refer to the appropriate section of the RFO for detailed information on the following.

- | | | |
|--------------------------|--|--------------------|
| <input type="checkbox"/> | RFO Cover Sheet | Sec. 4.1. A. |
| <input type="checkbox"/> | Understanding of the Project and Methodology | Sec. 4.2 |
| <input type="checkbox"/> | Management Plan | Sec. 4.3 |
| <input type="checkbox"/> | Task Activity Plan | Sec. 4.4/Exhibit C |
| <input type="checkbox"/> | Cost Response | Sec. 4.5 |
| <input type="checkbox"/> | Respondent's Financial Responsibility | Sec. 4.6 |
| <input type="checkbox"/> | Evaluation Criteria | Sec. 4.7 |
| <input type="checkbox"/> | Affirmations and Solicitation Acceptance | Exhibit A |

4.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY

The response must communicate an understanding of the project, describe the tasks to be performed, and identify potential problems in the conduct of the project and methods to identify and solve such problems.

The Respondent must describe clearly, specifically, and as completely as possible, the methodology for carrying out the objectives and requirements of the project as described in this RFO.

The response must describe the project activities, materials, and other products, services, and reports to be generated during the contract period and relate them to the stated purposes and

specifications described in the RFO. Technical evidence relating to the Respondent's ability to perform the proposed services must be appended to the response.

Failure to meet these conditions shall result in disqualification of response and the response shall receive no further consideration.

4.3 MANAGEMENT PLAN FOR THE PROJECT

The Respondent must provide satisfactory evidence of capability to manage and coordinate the types of activities described in the RFO and to produce the specified product or service on time. To provide information on qualifications to accomplish the described tasks, Respondent must include in this section the following information:

- Structure of the organization
- Indications of the ability to perform the tasks described in Section II.
- Evidence that the Respondent has gained experience through working on similar projects. The name of the companies or agencies served must be cited, the kinds of activities that were performed by the Respondent must be described, and the name and phone number of a contact person must be provided:
- Names of staff member(s) who will direct the overall project throughout the duration of the contract as well as those of staff members who will coordinate major activities during each phase of the contract. An appendix to the response must contain resumes of project staff members. If the resumes include references, the references will not be considered in the review. Names given as references will not affect the scoring. In addition, no employees of TWDB can be listed in the response as references. If the Respondent plans to use external consultants or subcontractors, a staff organization and resumes of consultants and/or subcontractors must be included.

4.4 TASK ACTIVITY PLAN

Respondent must plan for a project starting date of no earlier than July 15, 2018, and an ending date of no later than August 31, 2019 if selected as the contractor. The Respondent must submit a task/activity plan specifying to the degree possible the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of the person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan that will provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of response and shall receive no further consideration.

4.5 COST

The Respondent must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in the task/activity plan. It is recommended that budget detail be submitted in Excel compatible or Excel format.

Objects of expenditure used in the budget summary may vary depending on the project. Costs must be justified in terms of activities and objects of expenditure and must be reasonable (i.e., consistent with current market price) and necessary to accomplish the objectives of the project. The budget must evidence that financial resources are adequately and appropriately allocated among cost categories in a cost-effective and prudent business manner to accomplish project objectives and activities. Services to be purchased from other agencies, subcontractors, including any amounts subcontracted to HUBs, consultants, and others must be specified.

This section of the response must also contain a proposed Schedule of Task Completion (Exhibit C) which ensures completion of tasks and the delivery of products by specified dates. Payment will be made upon satisfactory performance of services, receipt by the TWDB of specified deliverables, and receipt of properly prepared and certified invoices/expenditure reports.

Failure to meet these conditions shall result in disqualification of response and the response shall receive no further consideration.

4.6 Respondent's Financial Responsibility

All private sector companies, individuals, or non-profit organizations may be required to submit prior to award indicators of financial stability. For example:

- A. Private companies may be asked to submit their most recent audited financial statement or a certified public accountant-compiled financial report;
- B. Nonprofits may be asked to submit an audited financial statement, a certified public accountant-compiled financial report, or similar document; and
- C. Individuals may be asked to submit those documents which depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from vendors or suppliers.

Nonprofit organizations may also be required to submit proof of nonprofit status. A Respondent may show that it is a nonprofit organization by any of the following means:

- A. A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code;
- B. A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual;

C. A certified copy of the Respondent's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the Respondent; or

D. Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate.

Failure to meet this condition, if requested, shall result in a non-award. TWDB will commence negotiations with the next high point Respondent.

ROUTING FILE

SECTION V – EVALUATION CRITERIA

5.1 RFO EVALUATION AND AWARD

- A. TWDB shall award the contract to the vendor whose response is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Title 10, Section 2155.074.
- B. A committee will be established by TWDB (including TWDB employees) to evaluate the Respondent’s responses.

The evaluation committee will determine best value by applying the following criteria:

Points Available	Criteria
30	Number of years and breadth of experience with TWDB’s TxWISE Application (min. 5 years);
25	Experience developing software applications using C# .NET, Sencha, NHibernate, Microsoft SQL Server, and Microsoft SQL Server Reporting Services Cost
25	Experience with the Environmental Protection Agency (EPA) State Revolving Fund (SRF) Programs, as well as all TWDB state-funded financial assistance programs.
20	Experience with all of TWDB financial processes and practices including accounting, financial compliance, and debt and portfolio management
100	Total Points Possible

- C. The evaluation committee will determine if a Best and Final Offer (BAFO) is necessary. Award of the contract may be made without a BAFO. TWDB may, at its discretion, elect to have Respondents provide oral presentations and respond to inquiries from the evaluation committee related to their RFQ. A request for a BAFO is at the sole discretion of TWDB and will be extended in writing.
- D. Past Performance: A Respondent’s past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov’t Code. Respondents may fail this selection criterion for any of the following conditions:
 - 1) A score of less than 90% in the Vendor Performance System;
 - 2) Currently under a Corrective Action Plan through the CPA;
 - 3) Having repeated negative Vendor Performance Reports for the same reason; or
 - 4) Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

AFFIRMATIONS AND SOLICITATION ACCEPTANCE

Respondent affirms, without exception, as follows:

1. **Interested Parties:** Respondent represents and warrants that all certifications, representations, warranties, and other provisions in this Affirmations and Solicitation Acceptance apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation.
2. **True and Correct Representations:** Respondent represents and warrants that all statements and information provided to TWDB are current, complete, and accurate. This includes all statements and information in this Solicitation Response.
3. **Open Records:** Respondent acknowledges that its Solicitation Response and subsequent documents submitted are subject to the Texas Public Information Act.
4. **Confidential Information:** Respondent acknowledges its obligation to specifically identify information it contends to be confidential or proprietary and, if Respondent designated substantial portions of its Solicitation Response or its entire Solicitation Response as confidential or proprietary, the Solicitation Response is subject to being disqualified.
5. **Response Validity Period:** Respondent's Solicitation Response will remain a firm and binding offer for 60 days from the date the Solicitation Response is due.
6. **Acceptance of Terms:** Respondent accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation. Respondent agrees that all exceptions to the Solicitation are rejected unless expressly accepted by TWDB.
7. **Right to Produce Copies:** Respondent agrees that TWDB has the right to use, produce, and distribute copies of and to disclose to TWDB employees, agents, and contractors and other governmental entities all or part of Respondent's Solicitation Response as TWDB deems necessary to complete the procurement process or comply with state or federal laws.
8. **Release from Liability:** Respondent generally releases from liability and waives all claims against any party providing information about the Respondent at the request of TWDB.
9. **Addenda/Amendments:** Respondent acknowledges all addenda and amendments to the Solicitation.
10. **Texas Bidder:** Respondent represents and warrants that if a Texas address is shown as the address of Respondent, Respondent qualifies as a Texas Bidder as defined by 34 Texas Administrative Code §20.32(68).

11. Preferences: Respondent represents and warrants that it qualifies for all preferences claimed under Chapter 2155, Subchapter H of the Texas Government Code as indicated below (check applicable boxes):

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value
- Commercial production company or advertising agency located in Texas

12. **Gratuities:** Respondent has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Solicitation Response, this Solicitation, or any contract resulting from this Solicitation.
13. **Certification Concerning Financial Participation:** Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), the vendor 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.
14. **Certification Concerning Hurricane Relief:** Sections 2155.006 and 2261.053, Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), prohibit TWDB from awarding a contract 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 Section 418.004 Texas Government Code, occurring after September 24, 2005. Under Section 2155.006, Texas Government Code, the vendor 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.
15. **Ownership Interest in Company:** Pursuant to Section 231.006(c), Texas Family Code (relating to delinquent child support), identify below the name and social security number (SSN) of each individual, sole proprietor, partner, shareholder, and owner with an ownership interest of at least 25 percent (25%) of the business entity submitting this Solicitation Response:

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

Name: _____ SSN: _____

16. **Federal Privacy Act Notice:** Disclosure of requested Social Security Numbers (SSNs) is required under Section 231.006(c) and Section 231.302(c)(2), Texas Family Code. The SSNs will be used to identify persons that may owe child support. The SSNs will be kept confidential to the fullest extent permitted by law. Failure by a Respondent to provide the required SSNs may result in disqualification of the Respondent's Solicitation Response.
17. **Child Support Obligations:** Under Section 231.006, Texas Family Code, the vendor or applicant 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.

18. **Debarment and Suspension:** Respondent certifies that: (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal Department or Agency. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's Subcontracts if payment in whole or in part is from federal funds.

19. **Excluded Parties List System** Respondent certifies it is in compliance with all State of Texas statutes and rules relating to procurement; and that (a) the entity executing this Solicitation Response; (b) its principals; (c) its subcontractors; and (d) any personnel designated to perform services related to any contract resulting from this Solicitation are not listed on the federal government's terrorism watch list described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM/>, which Respondent may review in making this certification.

Respondent certifies that it, its principals, its subcontractors, and any personnel designated to perform services related to any contract resulting from this Solicitation 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.

20. **Executive Head:** In accordance with Texas Government Code Section 669.003 (relating to contracting with the executive head of a state agency), Respondent certifies that it (1) is not the executive head any Texas State Agency; (2) was not at any time during the past four years the executive head of any Texas State Agency; and (3) does not employ a current or former executive head of a Texas State Agency.

21. **Texas Corporate Franchise Tax Certification:** Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Employment of Lobbyist:** Respondent represents and warrants that payments to Respondent and Respondent's receipt of appropriated or other funds under any contract resulting from this Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

23. **Preference under Service Contracts:** Respondent represents and warrants that it will comply with Texas Government Code Section 2155.4441, relating to the purchase of products produced in the State of Texas under service contracts.

24. **Contracts with Former or Retired Agency Employees:** Pursuant to Section 2252.901, Texas Government Code (relating to prohibitions regarding contracts with and involving former and retired state agency employees), Respondent will not allow any former employee of TWDB to perform services under any contract resulting from this Solicitation during the twelve (12) month period immediately

following the employee's last date of employment at TWDB.

25. **Employment Restrictions for Former Employees:** Respondent acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of TWDB who during the period of state service or employment participated on behalf of TWDB in a procurement or contract negotiation involving Respondent may not accept employment from respondent before the second anniversary of the date the officer's or employee's service or employment with TWDB ceased.
26. **Conflicts of Interest:** Respondent represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to TWDB under this Solicitation and any resulting contract and that Respondent's provision of the requested goods and/or services under this Solicitation and any resulting contract would not reasonably create an appearance of impropriety
27. **Fraud, Waste, or Abuse:** Respondent understands that TWDB does not tolerate any type of fraud. The agencies' policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. All employees or contractors who suspect fraud, waste or abuse (including employee misconduct that would constitute fraud, waste, or abuse) are required to immediately report the questionable activity to both the Health and Human Services Commission's Office of the Inspector General at 1-800-436-6184 and the State Auditor's Office. Respondent agrees to comply with all applicable laws, rules, regulations, and TWDB policies regarding fraud.
28. **Antitrust and Assignment of Claims:** Respondent represents and warrants that it has not violated state or federal antitrust laws and has not communicated its Solicitation response directly or indirectly to any competitor or any other person engaged in such line of business. Respondent hereby assigns to TWDB any claims for overcharges associated with any contract resulting from this Solicitation under 15 U.S.C. § 1, *et seq.*, and Texas Business and Commerce Code § 15.01, *et seq.*
29. **Respondent Representation Regarding Investigation of Litigation:** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Respondent or any of the individuals or entities included numbered paragraph 1 of this Affirmations and Solicitation Acceptance within the five (5) calendar years immediately preceding the submission of this Solicitation response that would or could impair Respondent's performance under any contract resulting from this Solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to TWDBs consideration of entering into a contract. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has provided to TWDB a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Respondent's performance under a contract awarded as a result of this solicitation, relate to the contracted or similar goods or services, or otherwise be relevant to the TWDBs consideration of entering into a contract. In addition, Respondent represents and warrants

that, if awarded a contract as a result of this Solicitation, Respondent shall notify TWDB in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TWDB shall constitute breach of contract and may result in immediate contract termination.

30. **False Representations:** Respondent understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Respondent is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of any contract resulting from this Solicitation.
31. **Permits and Licenses:** Respondent represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to any contract resulting from this Solicitation.
32. **Certification Concerning Dealings with Public Servants:** Contractor certifies that it will comply with all applicable laws at all times, including, without limitation, the following (i) §36.02 of the Texas Penal Code, which prohibits bribery; and (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. Contractor certifies it has not given and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this transaction.
33. **Deceptive Trade Practices: Unfair Business Practices:** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.
34. **Boycott of Israel:** Pursuant to Texas Government Code §2270.002, Respondent affirms that it nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate: (a) does not boycott Israel; and (b) will not boycott Israel during the term of any Contract awarded.
35. **Business with Terrorist Organizations:** Respondent affirms that it nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.
36. **Signature Authority:** Respondent represents and warrants that the individual signing this Solicitation response is authorized to sign on behalf of Respondent and to bind Respondent.

Authorized representative on behalf of Respondent must complete and sign the following:

Legal Name of Respondent: _____

**Signature of
Authorized
Representative**

Date Signed

**Printed Name and Title
of Authorized
Representative**

Phone Number

**Federal Employer
Identification Number**

Fax Number

DUNS Number

Email Address

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

**Texas Water
Development Board**

TWDB Terms and Conditions

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ARTICLE I. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, Work Orders, or Technical Guidance Letters that may be issued by the TWDB, to be incorporated by reference herein for all purposes if issued.

“Contractor” means the Party selected to provide the goods or services under this Contract, if any.

“Deliverable” means a work product prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the TWDB or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles. “GASB” means the Governmental Accounting Standards Board.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the TWDB and Contractor, collectively.

“Party” means either the TWDB or Contractor, individually.

“Project” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Scope of Work” means the description of Services and Deliverables specified in the Contract as may be amended.

“Services” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the TWDB under which the goods or services provided under the Contract were initially requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Contractor’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas *Textravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontract” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“Subcontractor” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the TWDB to the Contractor.

“TWDB” means the Texas Water Development Board

“Work” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any

statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the TWDB or by the TWDB by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. CONSIDERATION

2.1 PROMPT PAYMENT

The TWDB will pay Contractor in accordance with the Prompt Payment Act, Texas Government Code, Chapter 2251.

2.2 EXPENSES

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the TWDB. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas Texttravel.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is contingent upon the availability of sufficient and adequate funds. 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 this Contract, the TWDB may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the TWDB, if sufficient and adequate

funds are not available. Contractor will have no right of action against the TWDB if the TWDB cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the TWDB will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.2 NO DEBT AGAINST THE STATE

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT TO STATE

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Contractor acknowledges the TWDB's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.4 RECAPTURE OF FUNDS

The TWDB may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor. Overpayments as used in this Section include payments (i) made by the TWDB that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the TWDB for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs will be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract will be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use, of good quality, and with no material defects. If Contractor fails to complete Work timely or to perform satisfactorily under conditions required by this Contract, the TWDB may require Contractor, at its sole expense, to:

- A. Repair or replace all defective or damaged Work;
- B. Refund any payment received for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and
- C. Take necessary action to ensure that future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor further certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.3 FEDERAL ASSURANCES

Contractor further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.4 FEDERAL CERTIFICATIONS

Contractor further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein. **In addition, Contractor certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE V. OWNERSHIP, TECHNOLOGY ACCESS AND INTELLECTUAL PROPERTY

51 OWNERSHIP

The TWDB will own, and Contractor hereby assigns to the TWDB, all right, title, and interest in all Work.

52 TECHNOLOGY ACCESS CLAUSE

The Respondent 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 Respondent represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity 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:

- A. Providing equivalent access for effective use by both visual and non-visual means;
- B. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and
- C. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, 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 that would constitute reasonable accommodations under the Federal 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.

53 INTELLECTUAL PROPERTY

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property will vest in the TWDB upon creation and will be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the TWDB, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the TWDB. The TWDB will have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Contractor must give the TWDB and the State of Texas, as well as any person designated by the TWDB or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Contractor for the services authorized under this Contract.

ARTICLE VI. RECORDS, AUDIT, AND DISCLOSURE

61 BOOKS AND RECORDS

Contractor will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the TWDB, the Texas State Auditor’s Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

62 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Contractor and any of Contractor’s affiliate or subsidiary organizations, or Subcontractors will permit the TWDB or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: TWDB, TWDB’s contracted examiners, the State

Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the TWDB or any duly authorized authority, for the purpose of investigation or hearing, Contractor will produce original documents related to this Contract. The TWDB and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Contractor will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

63 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Contractor or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the TWDB.
- B. As part of the Services, Contractor must provide to TWDB upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

64 SAO AUDIT

Contractor understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Contractor agrees to cooperate fully with the SAO 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.

65 CONFIDENTIALITY

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Contractor agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Contractor. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

66 PUBLIC INFORMATION ACT

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Contractor must make

all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VII. CONTRACT MANAGEMENT AND EARLY TERMINATION

71 CONTRACT MANAGEMENT

To ensure full performance of the Contract and compliance with applicable law, the TWDB may take actions including:

- A. Suspending all or part of the Contract;
- B. Requiring the Contractor to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. Recouping payments made to the Contractor found to be in error;
- D. Suspending, limiting, or placing conditions on the continued performance of Work;
- E. Imposing any other remedies authorized under this Contract; and
- F. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

72 TERMINATION FOR CONVENIENCE

The TWDB may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the TWDB determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in TWDB's notice of termination.

73 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the TWDB may terminate the Contract, in whole or in part, upon either of the following conditions:

A. Material Breach

The TWDB will have the right to terminate the Contract in whole or in part if the TWDB determines, at its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

B. Failure to Maintain Financial Viability

The TWDB may terminate the Contract if, in its sole discretion, the TWDB has a good faith belief that Contractor no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

74 CONTRACTOR RESPONSIBILITY FOR ASSOCIATED COSTS.

If the TWDB terminates the Contract for Cause, the Contractor will be responsible to the TWDB for all costs incurred by the TWDB and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

75 EQUITABLE SETTLEMENT

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

8.2 INSURANCE

Unless otherwise specified in this Contract, Contractor will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the TWDB. Contractor will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the TWDB the nature and extent of coverage granted by each such policy, upon request by the TWDB. In the event that any policy is determined by the TWDB to be deficient to comply with the terms of this Contract, Contractor will secure such additional policies or coverage as the TWDB may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

8.3 DELEGATION OF AUTHORITY

Whenever, by any provision of the Contract, any right, power or duty is imposed or conferred on TWDB, the right power or duty so imposed or conferred is possessed and exercised by the System Agencies Executive Commissioner unless such is delegated to duly appointed agents or employees. The Executive Commissioner of the TWDB will reduce any delegation of authority to

writing and provide a copy to Contractor on request. The authority delegated to Contractor by the TWDB is limited to the terms of the Contract. Contractor may not reply upon implied authority and is not delegated authority under the Contract to:

- A. Make public policy;
- B. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of TWDB program; or
- C. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the TWDB regarding the TWDB programs or the Contract. However, upon request and reasonable notice to the Contractor, Contract will assist the TWDB in communications and negotiations regarding the Work under the Contract with state and federal governments.

8.4 LEGAL OBLIGATIONS

Contractor will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

8.5 E-VERIFY

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of:

- A. All persons employed during the contract term to perform duties within Texas; and
- B. All persons (including subcontractors) assigned by the contractor to perform Work pursuant to the Contract.

8.6 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract. Contractor will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

8.7 INDEMNITY

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND

EMPLOYEES, AND THE TWDB AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- **CONTRACTOR'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY CONTRACTOR, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;**

OR

- **EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR**
- **WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TWDB AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE TWDB FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE TWDB OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

8.8 PATENTS OR COPYRIGHTS

The contractor agrees to protect the State and TWDB from claims involving infringement of patents or copyrights. TWDB will not consider any RFQ that bears a copyright. RFQs will be subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a RFQ, shall be clearly marked on each page it appears. Such marking shall be in **boldface type at least 14 point font.**

8.9 ASSIGNMENTS

Contractor may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the TWDB, which may be withheld or granted at the sole discretion of the TWDB. Except where otherwise agreed in writing by the TWDB, assignment will not release Contractor from its obligations under the Contract.

Contractor understands and agrees the TWDB may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

8.10 SUBCONTRACTS

Contractor will be responsible to the TWDB for any Subcontractor's performance under this Contract. Nothing in this Contract will be construed to relieve Contractor of the responsibility for ensuring that the goods delivered or services rendered by Contractor or any of its Subcontractors comply with all the terms and provisions of this Contract. Contractor will provide written notification to the TWDB of any Subcontractor receiving compensation of One hundred thousand dollars (\$100,000.00) or more of the Work under this Contract, including the name and taxpayer identification number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to perform Services. TWDB reserves the right to:

- A. Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for the TWDB to monitor compliance with the Contract;
- B. Object to the selection of the Subcontractor; or
- C. Object to the subcontracting of the Work proposed to be Subcontracted.

8.11 HUB/MENTOR PROTÉGÉ

In accordance with State law, it is the TWDB's policy to assist HUBs whenever possible in providing goods and services to the TWDB. The TWDB encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling their obligations with the TWDB. In addition to information required by this Contract, the contracting Party will provide the procurement department of the TWDB with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.

The TWDB encourages the Parties it contracts with to partner with certified HUBs that participate in the Texas Comptroller of Public Accounts' Mentor Protégé Program.

8.12 RELATIONSHIP OF THE PARTIES

Contractor is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the TWDB any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other Party.

Contractor will be solely responsible for, and the TWDB will have no obligation with respect to:

- A. Payment of Contractor's employees for all Services performed;

- B. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- C. Withholding of income taxes, FICA, or any other taxes or fees;
- D. Industrial or workers' compensation insurance coverage;
- E. Participation in any group insurance plans available to employees of the State of Texas;
- F. Participation or contributions by the State to the State Employees Retirement System;
- G. Accumulation of vacation leave or sick leave; or
- H. Unemployment compensation coverage provided by the State.

8.13 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the TWDB, and in conformance with federal and state law, the TWDB may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the TWDB will be incorporated into the Contract by reference herein for all purposes when it is issued.

8.14 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the TWDB. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.15 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

8.16 SURVIVABILITY

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

8.17 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

8.18 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.19. NO WAIVER OF PROVISIONS

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

8.20 PUBLICITY

Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, the TWDB, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the TWDB's prior review and approval, which the TWDB may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the TWDB and any Federal agency, as appropriate.

8.21 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

8.22 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of sovereign immunity by the TWDB.

8.23 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the TWDB.

8.24 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

8.25 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor with respect to compensation.

8.26 CIVIL RIGHTS

- A. Contractor agrees to comply with state and federal anti-discrimination laws, including:
- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - (6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - (7) The TWDB's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

- B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor

from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- C. Contractor agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Contractor must provide written notice to beneficiaries of their rights.

8.27 NOTICE OF LEGAL MATTER OR LITIGATION

Contractor shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

8.28 ORDER PRECEDENCE

In the event of conflicts or inconsistencies between the contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award), Attachments to the Contract (or Notice of Award), Request for Qualifications, and Respondent's Response to Request for Qualifications.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SCHEDULE OF TASK COMPLETION

Title of Proposed Project _____

Proposer Organization (Name) _____

Beginning and Ending Dates: _____ to _____

Task/Activity Numbers Projected Completion Date and Cost by Task

Projected Completion Date Projected Cost

Task No. 1 (title)

Activities

1. (list)

2. etc.

Month __, 20__

Total Task No. 1

\$xxxxx.xx

Total Task No. 2

\$xxxxx.xx

Etc.

Total Budget

\$xxxxx.xx

Cost may also be by activity if feasible but must be shown, at a minimum, for task total.

Selected proposer will be reimbursed for actual expenditures upon satisfactory performance of services/completion of tasks and upon submittal of properly prepared and certified invoices/expenditure reports.

Routing File

Insert APPENDIX A here

Requestor:	Emily Phan	Date:	03/23/2017
Program Area:	Finance	Alternate Contact:	Rebecca Trevino
Description: Provide a detailed description of the requested change including: funding programs, business process changes, etc., affected by the requested change.	Add screens/modify existing screens within TxWISE to capture a loan structure funding multiple commitments/ multiple projects. All details can be found in the attached presentation.		
Supporting Information: Provide screen names and location of requested changes, including new field names and their location on the screen (screenshots and mockups may be attached).	See attached presentation for all supporting information.		
Business Justification: Describe the reason why the change has been requested and the justification for the request.	This loan structure originated as a customer request prior to the 2015 round of SWIFT loan closings to lower closing costs for the customer. Consequently, this type of structure provides a significant cost saving to TWDB as well (fees paid to Trustee on a per closing/ per CUSIP basis). Currently only the SWIFT program utilizes this structure, but WSI has communicated that they foresee offering this same structure in the SRF programs as well.		
Affected Business Areas/Reports: According to the Requestor (If unknown, indicate "Unknown")	WSI Finance Report(s)		
Requestor's Director Approval:	See page 1 for signatures	Date:	See page 1 for signatures

TxWISE Enhancement Proposal

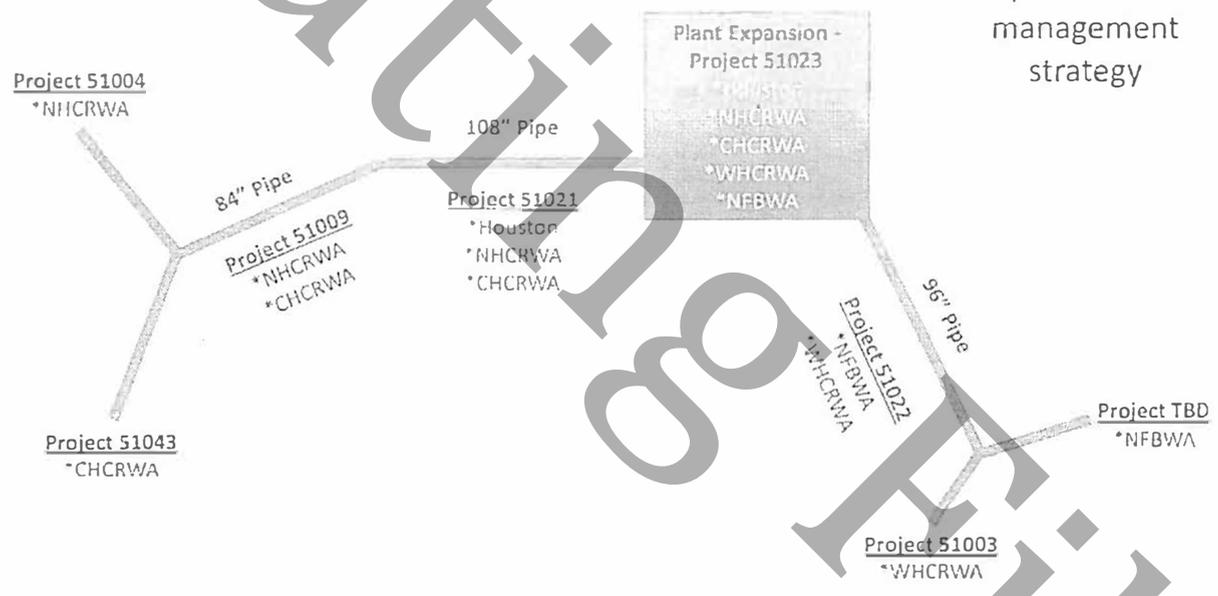
Grouped Commitments:
Multiple Commitments with One Bond Issuance

Last Updated: March 23, 2018

ROUTED FILE

SWIFT Project Relationship

Each project has a separate water management strategy



Enhancement Options

1. Utilize existing structure within TxWISE and only assign terms/debt service schedule to one of the many commitments (primary commitment) that are being funded at time of close. A new to group and create the relationship within TxWISE. Two additional new screens to make obligation & disbursement entry more efficient. **This option is reflected in the following enhancement proposal and be used for contract bidding purposes.**

2. Use existing tables to store and retrieve data, but data entry for loan terms, loan schedule, prepayments, obligation, and disbursement entry would take place on new screens at the loan level. This option has been written up previously.

3. Create new tables that would record loan and loan related items. This would terminate the interactive relationship between the commitment and the loan itself. This would allow for the truest representation from a financial perspective. Most costly option as new tables, new screens, as well as ALL financial reports would need to be integrated to interact with these new tables. – too expensive, not recommended by Northbridge.

Procedure Change

Projects and commitments will continue to be set up by WSI staff members.

WSI Financial Analysts will communicate grouped commitments with one bond issue as soon as projects and commitments have been set up and finalized in TxWISE to Loan Closing staff members.

Loan Closing staff members will start by grouping commitments together. Loan terms, Loan Schedule, Obligations, and Disbursements will all be entered in primary commitment assigned on this new screen.

NEW TAB: Grouped Commitment

NEW BUTTON: *Structure Grouped Commitment*

- ① New Tab to be named “Grouped Commitment” under existing tab “Accounting”
- ② New Button to be named “Structure Grouped Commitment” under new tab “Grouped Commitment”
- ③ “Add” button which generates a pop-up screen (next slide)
- ④ “Edit” button – no edits to be done after GC is “Active”

View ONLY screen – see next slide for example

Pop-Up Screen (Continued)

Group Commitment Number	Primary Commitment Number	Grouped Commitment Amount	Commitment Number	Commitment Amount	% Split	Program	Project Number	Authority	Responsible Authority
GC1	LM16038	195,050,000.00	LM16038	67,950,000.00	34.84%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16023	26,905,000.00	13.79%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16029	42,845,000.00	21.97%	SWIFT	51023	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16011	2,545,000.00	1.30%	SWIFT	51009	NHCORWA	NHCORWA
			+ Add						
				Total	137,700,000.00	70.60%			

Group Commitment Number	Primary Commitment Number	Grouped Commitment Amount	Commitment Number	Commitment Amount	% Split	Program	Project Number	Authority	Responsible Authority
GC1	LM16038	195,050,000.00	LM16038	67,950,000.00	34.84%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16023	26,905,000.00	13.79%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16029	42,845,000.00	21.97%	SWIFT	51023	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16011	2,545,000.00	1.30%	SWIFT	51009	NHCORWA	NHCORWA
GC1	LM16038	195,050,000.00	LM16005	40,875,000.00	20.96%	SWIFT	51001	NHCORWA	NHCORWA
			+ Add						
				Total	140,245,000.00	71.99%			

Group Commitment Number	Primary Commitment Number	Grouped Commitment Amount	Commitment Number	Commitment Amount	% Split	Program	Project Number	Authority	Responsible Authority
GC1	LM16038	195,050,000.00	LM16038	67,950,000.00	34.84%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16023	26,905,000.00	13.79%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16029	42,845,000.00	21.97%	SWIFT	51023	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16011	2,545,000.00	1.30%	SWIFT	51009	NHCORWA	NHCORWA
GC1	LM16038	195,050,000.00	LM16005	40,875,000.00	20.96%	SWIFT	51001	NHCORWA	NHCORWA
			+ Add						
				Total	181,120,000.00	92.86%			

Pop-Up Screen (Continued)

Group Commitment Number	Primary Commitment Number	Grouped Commitment Amount	Commitment Number	Commitment Amount	% Split	Program	Project Number	Authority	Responsible Authority
GC1	LM16038	195,050,000.00	LM16038	67,950,000.00	34.84%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16023	26,905,000.00	13.79%	SWIFT	51021	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16029	42,849,000.00	21.97%	SWIFT	51023	Houston	NHCORWA
GC1	LM16038	195,050,000.00	LM16011	2,545,000.00	1.30%	SWIFT	51009	NHCORWA	NHCORWA
GC1	LM16038	195,050,000.00	LM16005	40,875,000.00	20.96%	SWIFT	51004	NHCORWA	NHCORWA
GC1	LM16038	195,050,000.00	LM16010	13,930,000.00	7.14%	SWIFT	51004	NHCORWA	NHCORWA
			SUBMIT						
				Total	195,050,000.00	100.00%			

11 Once summed amount equals the grouped commitment amount AND/OR % Split equals 100%, a "Submit" button becomes available for the user to select – built in check and balance

12 TxWISE automatically takes you back to the view only screen of the Grouped Commitments tab reflecting all grouped commitments set up within TxWISE (see next slide)

Grouped Commitments Tab

Structure Grouped Commitment Button

Entitles	Priority Lists	Projects	Reports	Program Data	Accounting	Preferences				
Repayments	MIP	Grouped Commitment								
Grouped Commitment Number:		GC1	Commitment Number:		All					Structure Grouped Commitment
Responsible Authority:		All	Project Number:		All					
Program:		All	Authority:		All					
+ Add	Edit									
Group Commitment Number	Primary Commitment Number	Responsible Authority	Grouped Commitment Amount	Program	Project Number	Authority	Commitment Number	Commitment Amount	% Split	Grouped Obligations
GC1	LM16038	NHCORWA	195,050,000.00	SWIFT	51021	Houston	LM16038	67,950,000.00	34.84%	Grouped Disbursements
GC1	LM16038	NHCORWA	195,050,000.00	SWIFT	51021	Houston	LM16023	26,905,000.00	13.79%	
GC1	LM16038	NHCORWA	195,050,000.00	SWIFT	51023	Houston	LM16029	42,845,000.00	21.97%	
GC1	LM16038	NHCORWA	195,050,000.00	SWIFT	51003	NHCORWA	LM16011	2,545,000.00	1.30%	
GC1	LM16038	NHCORWA	195,050,000.00	SWIFT	51004	NHCORWA	LM16005	40,875,000.00	20.96%	
GC1	LM16038	NHCORWA	195,050,000.00	SWIFT	51004	NHCORWA	LM16040	13,930,000.00	7.14%	
								195,050,000.00	100.00%	

When you filter by Grouped Commitment Number, Commitment Amount as well as % Splits display a total at the base of the screen.

Grouped Commitments Tab

⑩ Grouped Obligations Button

Contractor to provide options to streamline data entry

This would be nice to have, but not necessary.

*provide a separate line item cost for this new screen and functionality.

Grouped Commitments Tab

① Grouped Disbursements Button

Contractor to provide options to streamline data entry

This would be nice to have, but not necessary.

*provide a separate line item cost for this new screen and functionality.

Grouped Commitments Tab Structure Grouped Commitment Button

Additional Comments

Edit capabilities up until the closing date. A DCR would need to be submitted for any changes to the grouped commitment structure after the closing date listed in the system.

In general we need to build in systematic checks as we go forward to reduce the risk of error in our database.

This screen would be used by WSI staff to print/attach to paper files for easy identification and reference in the future.

Projects (Tab) -> Project Selection (Sub-tab)

Entities Priority Lists Projects Reports Program Data Accounting Preferences
 Project Selection

Filter by Authority:
 Filter by Assigned Staff:
 Filter by Project Status: Active

Filter by Program: SWFT
 Search by: 27 Commitment Number

Authority	Project Name	Project Identifier	Commitment Number	Funding Program	Project Status	In Use By
Houston	Houston - SS Phase I	51021	LM10022	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10023	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10024	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10025	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10026	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10030	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10027	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10028	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10030	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10021	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10013	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10023	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10030	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10021	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10022	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10023	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10024	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10025	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10026	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10027	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10028	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10029	SWFT	Active	
Houston	Houston - SS Phase I	51021	LM10030	SWFT	Active	

Page 4 of 190
 Displaying projects 58 - 70 of 190

Add:
 Search by: "Grouped Commitment Number"
 Column: "Grouped Commitment Number"
 Column: "P" - to denote which is the primary commitment in group

Projects (Tab) -> Project Costs (Sub-tab) -> Commitments (button)

Erbes Priority Lists Projects Reports Program Data Accounting Preferences

Project Selection Project Details Project Costs Delegation/Disbursements Loan Amortization Resignments

51071 Houston
Houston - SS Phase I

Commitments

Program	Commitment	Commitment Type	Commitment Status	Commence Date	Closing Date	Anticipated Closing Date	Commitment Amount	Principal Forgiven	CVSRF Type	SWFT Type	Dist	Funding Authorization
SWFT	LM10021	Loan	Active	07/23/2015	12/31/2015	12/31/2015	1,625,000.00			Low Interest	ES07	Outlays
SWFT	LM15022	Loan	Active	07/23/2015	12/31/2015	12/31/2015	20,915,000.00			Low Interest	ES07	Payment Requests
SWFT	LM15023	Loan	Active	07/23/2015	12/31/2015	12/31/2015	50,125,000.00			Low Interest	ES07	Spending Forecast
SWFT	LM16021	Loan	Active	07/23/2016	12/31/2016	12/31/2016	2,500,000.00			Low Interest	ES07	
SWFT	LM16022	Loan	Active	07/23/2015	12/31/2016	12/31/2016	20,230,000.00			Low Interest	ES07	
SWFT	LM16023	Loan	Active	07/23/2015	12/31/2016	12/31/2016	25,500,000.00			Low Interest	ES07	
SWFT	LM16024	Loan	Active	07/23/2016	12/31/2016	12/31/2016	67,250,000.00			Low Interest	ES07	
SWFT	LM17021	Loan	Commitment	07/23/2015	12/31/2017	12/31/2017	41,000,000.00			Low Interest	ES07	
SWFT	LM17022	Loan	Commitment	07/23/2015	12/31/2017	12/31/2017	30,000,000.00			Low Interest	ES07	
SWFT	LM17023	Loan	Commitment	07/23/2016	12/31/2017	12/31/2017	12,470,000.00			Low Interest	ES07	
SWFT	LM18021	Loan	Commitment	07/23/2015	12/31/2018	12/31/2018	1,600,000.00			Low Interest	ES07	
SWFT	LM18022	Loan	Commitment	07/23/2015	12/31/2018	12/31/2018	26,400,000.00			Low Interest	ES07	
SWFT	LM18023	Loan	Commitment	07/23/2015	12/31/2018	12/31/2018	31,000,000.00			Low Interest	ES07	
SWFT	LM18024	Loan	Commitment	07/23/2016	12/31/2018	12/31/2018	37,400,000.00			Low Interest	ES07	
SWFT	LM19021	Loan	Commitment	07/23/2015	12/31/2019	12/31/2019	1,500,000.00			Low Interest	ES07	
SWFT	LM19022	Loan	Commitment	07/23/2015	12/31/2019	12/31/2019	17,100,000.00			Low Interest	ES07	
SWFT	LM19023	Loan	Commitment	07/23/2015	12/31/2019	12/31/2019	20,000,000.00			Low Interest	ES07	
SWFT	LM20021	Loan	Commitment	07/23/2015	12/31/2020	12/31/2020	2,000,000.00			Low Interest	ES07	
SWFT	LM20022	Loan	Commitment	07/23/2015	12/31/2020	12/31/2020	22,410,000.00			Low Interest	ES07	

Add: **28** Column: "Grouped Commitment Number"
28 A Column: "P" – to denote which is the primary commitment in group
29 Column: "Grouped Commitment Amount"

Projects (tab) -> Obligations/Disbursements (tab) -> Obligations (button)

DPM will have the option to enter source of funds on the **18** new grouped screen, or (2) individually on each commitment within the group.

Project Funding Sources

Program	Commitment	Fund	Status	Amount To Obligate	Amount Obligated	Amount Spent	Balance Remaining
00000	00000000	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000001	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000002	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000003	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000004	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000005	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000006	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000007	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000008	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000009	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000010	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000011	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000012	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000013	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000014	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000015	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000016	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000017	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000018	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000019	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00
00000	00000020	0000	Open	10,000,000.00	10,000,000.00	10,000,000.00	0.00

Enter Funding Obligations

Program	Commitment	Type of Obligation	Obligation Name	Obligation Amount	Type of Obligation	Obligation Date	Source
00000	00000001	Grants	00000001-00000001-REV 2015	10,000,000.00	Grants	11/18/2015	00000001
00000	00000002	Grants	00000002-00000002-REV 2015	10,000,000.00	Grants	11/18/2015	00000002
00000	00000003	Grants	00000003-00000003-REV 2015	10,000,000.00	Grants	11/18/2015	00000003
00000	00000004	Grants	00000004-00000004-REV 2015	10,000,000.00	Grants	11/18/2015	00000004
00000	00000005	Grants	00000005-00000005-REV 2015	10,000,000.00	Grants	11/18/2015	00000005
00000	00000006	Grants	00000006-00000006-REV 2015	10,000,000.00	Grants	11/18/2015	00000006
00000	00000007	Grants	00000007-00000007-REV 2015	10,000,000.00	Grants	11/18/2015	00000007
00000	00000008	Grants	00000008-00000008-REV 2015	10,000,000.00	Grants	11/18/2015	00000008
00000	00000009	Grants	00000009-00000009-REV 2015	10,000,000.00	Grants	11/18/2015	00000009
00000	00000010	Grants	00000010-00000010-REV 2015	10,000,000.00	Grants	11/18/2015	00000010
00000	00000011	Grants	00000011-00000011-REV 2015	10,000,000.00	Grants	11/18/2015	00000011
00000	00000012	Grants	00000012-00000012-REV 2015	10,000,000.00	Grants	11/18/2015	00000012
00000	00000013	Grants	00000013-00000013-REV 2015	10,000,000.00	Grants	11/18/2015	00000013
00000	00000014	Grants	00000014-00000014-REV 2015	10,000,000.00	Grants	11/18/2015	00000014
00000	00000015	Grants	00000015-00000015-REV 2015	10,000,000.00	Grants	11/18/2015	00000015
00000	00000016	Grants	00000016-00000016-REV 2015	10,000,000.00	Grants	11/18/2015	00000016
00000	00000017	Grants	00000017-00000017-REV 2015	10,000,000.00	Grants	11/18/2015	00000017
00000	00000018	Grants	00000018-00000018-REV 2015	10,000,000.00	Grants	11/18/2015	00000018
00000	00000019	Grants	00000019-00000019-REV 2015	10,000,000.00	Grants	11/18/2015	00000019
00000	00000020	Grants	00000020-00000020-REV 2015	10,000,000.00	Grants	11/18/2015	00000020

Add: **18** Column: "Grouped Commitment Number"
19 Column: "P" = to denote which is the primary commitment in group
20 Column: "Grouped Commitment Amount"

RO

Projects (tab) -> Obligations/Disbursements (tab) -> Draws and Disbursements (button)

Loan Accountant will enter Funding Details as well as Disbursement Details on either the

- (1) new grouped screen, or
- (2) individually on each commitment within the group.

The screenshot displays a software interface with the following elements:

- Navigation Tabs:** Entities, Priority Lists, Projects, Reports, Program Data, Accounting, Preferences.
- Project Selection:** 51021 Houston, Houston - SS Phase 1.
- Service Commitments:** SWIFT - 10/16/2016, SWIFT - 10/16/2016.
- Approval Date:** 11/18/2016.
- Approved Amount:** 67,950,000.00.
- Federal Status:** Grouped.
- State Share:** 67,950,000.00.
- Funding Details:** A table with columns for Commitment, Type of Disbursement, Amount, Disbursement Date, Document #, Batch, Batch To, and Disb. Date.
- Draws and Disbursements:** A button located on the right side of the interface.

Add Display Only Field: Auto fill from new "Structure Group Commitment" screen

- (29) "Grouped Commitment Amount"
- (30) "Primary Commitment Number"
- (31) "Grouped" check box indicator

Projects (tab) -> Loan Amortization (tab) -> Loan Terms (button)

Loan Accountant will only be able to access/enter the "Loan Terms" and "Loan Schedule" screens on the primary commitment ONLY.

Hide the marked through data points on all grouped primary commitments.

Non-primary commitment's "Loan Amortization" tab will be ~~grayed out~~ ^{unavailable} (similar to a grant).

The screenshot displays a software interface with a top navigation bar containing tabs: Entities, Priority Lists, Projects, Reports, Program Data, Accounting, Preferences, Loan Amortization, and Commitments. The 'Loan Amortization' tab is active, showing a list of commitments. The first commitment is highlighted, showing details such as 'Group Commitment #', 'Expiration Date', and 'Loan Terms'. A circled field labeled 'Group Commitment #' has a handwritten note 'Marked on regular screens' pointing to it. The interface also includes a 'Loan Terms' button and a 'Loan Schedule' button on the right side.

Projects (tab)-> Loan Amortization (tab) -> Loan Schedule (button)

Loan Accountant will enter the Loan Schedule only on the primary commitment that has been grouped previously.

Non-primary commitment's "Loan Amortization" tab will be grayed out (similar to a grant).

Due Date	BUSP Number	Principal Amount	Budget Code	Equipment Type
06/15/2017				Equip
06/15/2017				
06/15/2018				
06/15/2018	63950442	1,815,000.00	1110000	
06/15/2019				
12/15/2019				
12/15/2019	61495040	1,050,000.00	1110000	
06/15/2020				
06/15/2020				
12/15/2021	63950445	1,815,000.00	1110000	
06/15/2024				
12/15/2024				
06/15/2025	63950446	1,815,000.00	1110000	
06/15/2027				
12/15/2027				
06/15/2028	61495041	1,050,000.00	1110000	
06/15/2028				
12/15/2028	63950447	1,815,000.00	1110000	
06/15/2031				
12/15/2031				
06/15/2034				
06/15/2034				
Amount Current Outstanding		67,950,000.00		30,975,989.75



Revenue – Repayment Observations/Requests

Generally speaking, revenue staff will not notice a difference between a primary commitment that has been grouped vs. a non-primary, non-grouped loan repayment.

Important that all payment screens:

Reflect one line item

Since the loan will ONLY be recorded on the “Primary Commitment,” only one line item will populate at time of repayment for both principal and interest.

Over/under payments received within the \$5.00 threshold will be applied as usual.

Program Data (Tab) -> Financial Monitoring (Sub-tab) ->
Commitments (Pop-up Sub-tab)

Add display only columns:

- ③³⁴ Responsible Authority
- ③³⁵ Authority
- ③³⁶ Grouped Commitment Number
- ③³⁷ Primary Commitment Indicator

Program Data (Tab) -> Financial Monitoring (Sub-tab) -> Commitments (Pop-up Sub-tab)

EDR/View Stability Review for North Harris Co Regional WA 12/31/2014

Program	Customer	Contractor	Contract Type	Contract Status	Contract Date	Contract Term	Final Accounting Date	Acctg Type	Stat. Amt.	Orig. Amt.	Transferred Amount	Unb. Balance	Percent of Total Debt
00001	0418912	LAN	Active		07/20/2014	12/31/2014	12/31/2014	Revenue Acctg	11,827,000.00	11,827,000.00		0.00	
00001	0418914	LAN	Active		07/20/2014	12/31/2014	12/31/2014	Revenue Acctg	1,045,000.00	1,045,000.00		0.00	
00001	0418915	LAN	Active		07/20/2014	12/31/2014	12/31/2014	Revenue Acctg	1,345,000.00	1,345,000.00		0.00	
00001	0418916	LAN	Active		07/20/2014	12/31/2014	12/31/2014	Revenue Acctg	1,014,000.00	1,014,000.00		0.00	
00001	0418917	LAN	Active		07/20/2014	12/31/2014	12/31/2014	Revenue Acctg	1,400,000.00	1,400,000.00		0.00	
00001	0418918	LAN	Active		07/20/2014	12/31/2014	12/31/2014	Revenue Acctg	11,240,000.00	11,240,000.00		0.00	
									279,550,000.00	279,550,000.00		0.00	

Contract	Contract Type	Contract Date	Contract Term	Stat. Amt.	Orig. Amt.	Transferred	Unb. Balance	Percent of Total Debt
00001	LAN	07/20/2014	12/31/2014	11,827,000.00	11,827,000.00		0.00	



Existing Grouped Commitments (1 of 3)

Data migration for existing active commitments from SWIFT 2015, 2016, and 2017 into primary commitment that is grouped into one bond closing.

2015 SWIFT Multi-Commitment / One bond							
Team	List Year	Responsible Authority	Project ID	Authority	Commit. Number	Closing Date	Commit. Amount
4	2015	WHCORWA	51003	WHCORWA	LM15004	11/19/2015	\$10,930,000.00
4	2015	WHCORWA	51022	WHCORWA	LM15025	11/19/2015	\$3,100,000.00
4	2015	WHCORWA	51023	WHCORWA	LM15030	11/19/2015	\$4,740,000.00
Total WHCORWA							\$18,740,000.00
4	2015	NFBWA	51022	WHCORWA	LM15024	11/19/2015	\$7,570,000.00
4	2015	NFBWA	51023	WHCORWA	LM15023	11/19/2015	\$1,100,000.00
Total NFBWA							\$8,670,000.00
4	2015	CHCORWA	51021	Houston	LM15021	12/11/2015	\$3,625,000.00
4	2015	CHCORWA	51023	Houston	LM15026	12/11/2015	\$5,510,000.00
4	2015	CHCORWA	51009	NHCORWA	LM15010	12/11/2015	\$1,670,000.00
Total CHCORWA							\$10,805,000.00
4	2015	NHCORWA	51021	Houston	LM15023	12/11/2015	\$5,125,000.00
4	2015	NHCORWA	51023	Houston	LM15029	12/11/2015	\$3,160,000.00
4	2015	NHCORWA	51004	NHCORWA	LM15005	12/11/2015	\$3,250,000.00
4	2015	NHCORWA	51009	NHCORWA	LM15011	12/11/2015	\$1,930,000.00
Total NHCORWA							\$80,435,000.00

Existing Grouped Commitments (2 of 3)

2016 SWIFT Multi-Commitment / One bond

Team	List Year	Responsible Authority	Project ID	Authority	Commit. Number	Closing Date	Comm. Amount
4	2015	NFBWA	51023	Houston	LM16028	10/27/2016	\$2,965,000.00
4	2015	NFBWA	51022	WHCORWA	LM16024	10/27/2016	\$8,960,000.00
		Total NFBWA					\$11,025,000.00
4	2015	WHCORWA	51023	Houston	LM16030	10/27/2016	\$24,860,000.00
4	2015	WHCORWA	51003	WHCORWA	LM16004	10/27/2016	\$10,600,000.00
4	2015	WHCORWA	51022	WHCORWA	LM16025	10/27/2016	\$2,500,000.00
		Total WHCORWA					\$37,960,000.00
4	2015	CHCORWA	51009	NHCORWA	LM16010	11/14/2016	\$2,395,000.00
4	2016	CHCORWA	51033	CHCORWA	LM16039	11/14/2016	\$3,970,000.00
4	2016	CHCORWA	51021	Houston	LM16021	11/14/2016	\$2,965,000.00
		Total CHCORWA					\$9,270,000.00
4	2015	Houston	51023	Houston	LM16027	11/15/2016	\$37,385,000.00
4	2015	Houston	51021	Houston	LM16022	11/15/2016	\$25,635,000.00
		Total Houston					\$63,020,000.00
4	2015	NHCORWA	51094	NHCORWA	LM16005	11/15/2016	\$40,875,000.00
4	2015	NHCORWA	51009	NHCORWA	LM16011	11/15/2016	\$2,545,000.00
4	2015	NHCORWA	51021	Houston	LM16023	11/15/2016	\$26,905,000.00
4	2015	NHCORWA	51023	Houston	LM16029	11/15/2016	\$42,845,000.00
4	2016	NHCORWA	51004	NHCORWA	LM16030	11/15/2016	\$13,930,000.00
4	2016	NHCORWA	51021	Houston	LM16033	11/15/2016	\$67,950,000.00
		Total NHCORWA					\$195,050,000.00

Existing Grouped Commitments (3 of 3)

2017 SWIFT Multi-Commitment / One bond

Team	List Year	Responsible Authority	Project ID	Authority	Commit. Number	Closing Date	Commit. Amount
4	2015	NFBWA	51023	Houston	LM17023	11/2/2017	\$20,660,000.00
4	2015	NFBWA	51022	WHCORWA	LM17024	11/2/2017	\$66,700,000.00
		Total NFBWA					\$87,360,000.00
4	2015	WHCORWA	51023	Houston	LM176030	11/2/2017	\$74,390,000.00
4	2017	WHCORWA	51023	Houston	LM17647	11/2/2017	\$50,000,000.00
4	2015	WHCORWA	51093	WHCORWA	LM17004	11/2/2017	\$8,960,000.00
4	2015	WHCORWA	51022	WHCORWA	LM17025	11/2/2017	\$77,900,000.00
		Total WHCORWA					\$211,250,000.00
4	2015	CHCORWA	51009	NHCORWA	LM17010	11/15/2017	\$5,450,000.00
4	2015	CHCORWA	51023	Houston	LM17026	11/15/2017	\$16,290,000.00
4	2017	CHCORWA	51023	Houston	LM17046	11/15/2017	\$4,900,000.00
		Total CHCORWA					\$26,550,000.00
4	2015	NHCORWA	51094	NHCORWA	LM17040	11/15/2017	\$93,890,000.00
4	2017	NHCORWA	51004	NHCORWA	LM17043	11/15/2017	\$1,150,000.00
4	2015	NHCORWA	51099	NHCORWA	LM17011	11/15/2017	\$5,035,000.00
4	2015	NHCORWA	51021	Houston	LM17020	11/15/2017	\$39,585,000.00
4	2016	NHCORWA	51021	Houston	LM17035	11/15/2017	\$17,425,000.00
4	2015	NHCORWA	51023	Houston	LM17029	11/15/2017	\$256,630,000.00
		Total NHCORWA					\$391,715,000.00
4	2015	Houston	51021	Houston	LM17022	11/16/2017	\$43,860,000.00
4	2015	Houston	51023	Houston	LM17027	11/16/2017	\$39,310,000.00
		Total Houston					\$39,310,000.00

Questions/Concerns:

What would the loan register look like? *Loan register would be pulled from the primary commitment so I don't foresee many changes. Add the grouped commitment number, include a section that grids out the project, commitment, and grouping relationship for clarity.*

FC would need the ability to run both grouped commitments AND each of the individual commitment's proportion of the split. FC envisions that the individual players within the one bond closing would need to disclose their portion of the debt and be requesting this information from TWDB.

**This becomes complicated with funds being re-allocated between projects after closing within the same bond series. How would we capture/report this data to the customers? What would the audit trail look like? Projects that reallocate funds between projects would not affect this new process. This would be tracked and reported through outlays/escrows. Do we need to create "reference" primary commitment" information on outlay's/escrow screens?*

How will Final Accounting be approached?

Who owns Final Accounting – the Authority, Responsible Authority, or both? *Still being discusses, procedures to be established*

How does Shelli reconcile multiple commitment escrow releases when only one escrow account exists? *See next 2 slides*

If this structure is offered to Federal related programs (CW/DW):

How would single audit requirements work?

EQ/NonEQ; % split of Federal/State – who and how would this be defined?

How does this interact with federal release from escrow (Shelli) and reimbursement (Gina)?

Escrow Account/ Release from Escrow

Customer's Perspective - Loan:

- One escrow agreement between customer and bank
- One escrow account at bank
- Surplus funds distributed once escrow account is fully disbursed.

TWDB's Perspective - TxWISE – Release of Escrow & Tracking

- Multiple commitments that when summed equal the one escrow account
- No ability to capture/track surplus funds for individual commitments and/or projects
- Team engineer is approving escrow releases at the commitment level.

Escrow Release Letter Example

**Texas Water
Development Board**
P.O. Box 12231 | 1728 W. Loop West
Austin, TX 78711-5231 | www.twdb.texas.gov
Phone: (512) 462-7477 Fax: (512) 476-2417

August 07, 2018

City of Houston
Financial Management Branch
Ms. Jenita Nigro - Finance Manager
311 West 24th Street
Houston, Texas 77002

Re: ESCROW RELEASE AUTHORIZATION, Houston (2018101)

Dear Ms. Nigro:

The Texas Water Development Board reviewed the escrow documents in order to schedule the release of \$7,975,000.00 from the escrow and add to the owner's construction account. Please use this letter as authorization to release these funds.

Thank you for assistance in this matter. If you have questions, please contact:
Ms. Dennis L. E. Dyer, Texas Water Development Board at (512) 462-1823

Sincerely,

Shirley K. Foster
Shirley K. Foster
Director
Manager, Outlets & Escrows
Water Supply & Infrastructure

Our Mission

To provide technology, information, education, and technical assistance to water users, and to work for the preservation and improvement of water in Texas.

State's Mission

Protect Texas Citizens | Enhance water, flood control & water quality | Promote water conservation | All Public Employees

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@twdb

Texas Water
Development Board

Date: 7/18/2018	Purchaser: James Gonzalez, CTCM Phone: 512-463-7979 Email: james.gonzalez@twdb.texas.gov
Date Due: 7/25/2018 & Due Time: 3:00 P.M.	

This Addendum is issued for the purpose of notifying potential respondents of changes to the RFO.

PART A - Changes to Solicitation Document

Interested Parties can use this table to locate the most recent changes to the RFO solicitation document. Applicants should always use the latest documents when responding to a TWDB solicitation.

RFO Document Changes			
RFP Reference	Purpose of Change	Page Number	Revised Information
1.	<p>§2.3. Deliverables</p> <p>Delete Item A from this section.</p> <p>This will be a firm fixed price contract.</p>	5	<p>Section 2.3 Deliverables is changed to read as follows:</p> <p>2.3 DELIVERABLES</p> <p>Content and dates will be developed with the selected vendor in accordance with the following:</p> <ul style="list-style-type: none"> A. Deliverables will be estimated and invoiced on a time and materials cost basis. A. Deliverables must be provided by the dates specified as agreed upon in Project Schedule. Any changes to the delivery date must have prior approval (in writing) by the TWDB Contract Manager (CM) or designate. B. All deliverables must be submitted in a format approved by the CM. C. All deliverables must have acceptance criteria established and a time for testing or acceptance. D. If the deliverable cannot be provided within the scheduled time frame, the vendor is required to contact the CM in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.

RFO Document Changes		
RFP Reference Purpose of Change	Page Number	Revised Information
		<p>E. A request for a revised schedule must be reviewed and approved by the CM before placed in effect. Please note: a revised schedule on the part of the vendor may result in penalties, costs, and other actions based on the facts related to the request for a revised schedule.</p> <p>F. The TWDB will complete a review of each submitted deliverable within specified working days from the date of receipt.</p>
<p>2. §5.1. RFO Evaluation and Award</p> <p>This will be a firm fixed price contract.</p>	<p>15</p>	<p>Section 5.1 A is revised as follows:</p> <p>5.1 RFO EVALUATION AND AWARD</p> <p>A. TWDB shall award the <u>a firm-fixed price</u> contract to the vendor whose response is considered to provide the best value to the State of Texas, as defined by Texas Government Code, Title 10, Section 2155.074.</p>

Failure to acknowledge receipt of this addendum may result in response rejection.
 Respondents may acknowledge receipt by one of the following methods.

1. Sign and return this addendum to TWDB Purchasing with the solicitation response.
2. Acknowledge receipt of this addendum on face of your response.
3. If the response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time.

Authorized Signature: _____ Date: _____
 Printed or Typed Name of Authorized Signature: _____
 Business Entity Name: _____

Texas Water Development Board

TxWISE ENHANCEMENTS

REQUEST FOR OFFER NO. 580-18-RFO0714

Prepared for

Texas Water Development Board

July 16, 2018

Prepared by

**Northbridge Environmental Management Consultants
319 Littleton Road, Suite 208
Westford, MA 01886-4133
978-392-9665**

**Texas Water Development Board
REQUEST FOR OFFER NO. 580-18-RFO0714
TXWISE ENHANCEMENTS**

Northbridge is pleased to present this response to the Texas Water Development Board to provide RFO response to implement TxWISE Enhancements for Inspection and Field Support Services Integration. The response document is organized into the following five sections with page numbers listed for each section:

1. Cover Page and Execution of Offer.....	3
2. Understanding of the Project and Methodology.....	5
3. Management Plan for the Project.....	7
4. Task Activity Plan.....	9
5. Cost Response.....	10

**Texas Water Development Board
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1. COVER PAGE AND EXECUTION OF OFFER

Company Name: Northbridge Environmental Management Consultants

Project Manager: Rao Mulpuri (primary contact for the project)

PM Phone: (512) 364-9822

PM Email: rmulpuri@nbenvironmental.com

Address: 319 Littleton Road

Suite 208

Westford, MA 01886

Phone Number: (978) 392-9665

E-Mail: dbuell@nbenvironmental.com

I, Deems Byell, am the above-referenced company's representative and I am authorized to submit this response and sign future contract documents. By signing below, the representative certifies that if a Texas address is shown as the address, the respondent qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).



Authorized Signature

7/18/2018

Date

Principal

Title:

**Texas Water Development Board
REQUEST FOR OFFER NO. 580-18-RFO0714
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OWNERSHIP OF BUSINESS ENTITY

Deems A. Buell
Name

Social Security Number

Kevin S. Dietly
Name

Social Security Number

Mark Kellett
Name

Social Security Number

Rao S. Mulpuri
Name

Social Security Number

****Equal ownership of 25% of Northbridge "B" Shares**

**Texas Water Development Board
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2. UNDERSTANDING OF THE PROJECT AND METHODOLOGY

Northbridge Environmental Management Consultants (Northbridge) is a "C" corporation, headquartered at 319 Littleton Road, Suite 208, Westford, Massachusetts 01886. Northbridge can be reached at (978) 392-9665.

Northbridge began supporting SRF programs in 1988 as EPA's prime contractor to support the implementation of the Clean Water SRF program. Through a series of subsequent contract competitions, Northbridge has continuously held the prime contract for supporting the SRF program, which was expanded to include the Drinking Water SRF when that program was conceived.

As the lead consultant for EPA, supporting EPA Headquarters, Regional Offices, and States with the implementation of these programs, Northbridge immediately became immersed in the complexity of a program that has both programmatic and financial requirements that each result in very detailed data management requirements. Initially, Northbridge created computerized financial planning tools to evaluate the financial position and capability of an SRF program. Later, Northbridge developed and continues to this day to provide all of the support for the required SRF data reporting by states to EPA for both SRF programs, including Clean Water and Drinking Water Project and Benefits Reporting applications (CBR and PBR) and the Clean Water and Drinking Water National Information Management Systems (CWNIMS and DWNIMS).

In the late 90's a need emerged for the development of comprehensive data systems to support states with the day-to-day management and reporting requirements for SRF programs and related state funding loan and grant programs. Initially working with the State of Nevada, Northbridge developed a data management system (LGTS) to accomplish this goal. This system has evolved greatly over the years as more states began using the system and as the reporting needs of the programs grew.

Northbridge's approach to creating and managing SRF data systems is based on over 20 years of experience working with SRF and related loan and grant programs as well as our management consultant understanding of the way these programs are run and the ability to convert that perspective into workable software solutions. We are not just software developers; we are financial consultants who possess software development capabilities.

Northbridge implemented TxWISE System and has been supporting TxWISE since 2009. Northbridge Web enabled TxWISE in 2014 and continued maintenance enhancement of the system. TxWISE Group Commitments adds a layer on top of the current Project based approach (one project with multiple commitments) to combine commitments at a Responsible Authority Level to provide enhanced Loan Servicing to the Authorities applying for multi year loans. Northbridge proposes

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creating a new table to capture the Commitment Group and have the Loan Schedules combined into a Primary Commitment Schedule. Each of the member Commitments in the group will continue to have independent Project Reviews, Outlays and Disbursements, however will not have Loan Schedules.

Northbridge proposes to create tabs under Accounting tab to maintain Group Commitments, Group Obligations and Disbursements. Existing Project, Commitment, Obligation and Disbursements screens will be changed to display and filter on Group Commitment Number, Primary Commitment Number and Amount.

Northbridge has a clear understanding of converting 40+ commitment schedules into the grouped commitment format.

Northbridge will identify report changes associated with the enhancement and assist TWDB with prioritizing the report changes.

Northbridge will utilize the rapid application development methodology to prototype the screen changes and conduct JAD sessions to get iteratively develop and implement the enhancement.

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3. MANAGEMENT PLAN FOR THE PROJECT

The Northbridge team proposed will consist of Rao Mulpuri as the Project Manager and Technical Lead (primary contact), Jayanthi Kapistalam as the Lead Developer and Sujatha Mulpuri as the Database Analyst and Documentation Specialist. They will be supported by our existing team of developers and report writers all actively supporting the LGTS/TxWISE installations.

Northbridge will provide Weekly Status updates in mutually agreed upon format.

Northbridge will assist TWDB project manager in creating and maintain the project Schedules.

Please see attached Resumes for the relevant TWDB/TXWISE experience since 2007.

(TWDB-RFO-580-18-RFO0059-Resumes.pdf)

In Addition to TWDB, Northbridge has been supporting 18 states and EPA on the SRF work. Variation of TxWISE (LGTS) has been in Production for Alaska, California, Hawaii and New Mexico. LGTS Web systems for Illinois and Louisiana are in TEST mode.

As the lead consultant for EPA supporting SRF programs since 1988, Northbridge developed Clean Water and Drinking Water Project and Benefits Reporting applications (CBR and PBR) and the Clean Water and Drinking Water National Information Management Systems (CWNIMS and DWNIMS). These applications were developed using Microsoft .Net, VB, AJAX, and SQL Server.

LGTS/ TxWISE is a comprehensive software application developed by Northbridge that is designed for State SRF managers and staff to track and manage all aspects of their Clean and/or Drinking Water SRF programs from project loan application to final repayment, as well as tracking all capital contributions, set-aside spending, and bond issuance and repayment. While the software was designed specifically for the SRF programs, it also allows for parallel tracking and management of related other state funding programs that may be used to fund similar projects or provide joint funding with the SRF program.

The software was developed to address the data management needs for all of the steps in SRF management process including priority list development, facility location and identification, engineering review and milestone tracking, inspections, contacts, contract approvals and change orders, detailed payment request processing, project spending forecasts, encumbrances, funding draws and transfers,

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disbursements, amortization schedule creation and management, billing, repayment processing, fund deposits, and tracking of repaid funds by their original source. The software is designed to allow for automated interfaces with other financial systems, but requires customization to create individual interfaces.

The Texas Water Development Board (TWDB) has responsibility for administering a wide variety of financial assistance programs for water related projects and activities.

Over the years, various systems have been built by TWDB at different times for different purposes. These systems have served a purpose and addressed key components of the various loan and grant programs at the TWDB; TxWISE project integrates data from existing systems and sources into one central system. Additionally, TxWISE replaces the agency's legacy systems currently residing on unsupported server platforms with newer, state-of-the-art technology solutions.

In March of 2008, Northbridge was awarded a contract to develop an integrated information system built on the Northbridge's existing Loans and Grants Tracking System (LGTS). TxWISE has been implemented in three phases. Phase 1 and 2 of the TxWISE project replaced all but FIS and utilized MS Access user interface connected to SQL Server database. Phase 3 of the TxWISE project replaced FIS and web enabled most of the user interface and functionality.

Phase 3 of the TxWISE application was web-enabled by Northbridge using the Sencha Ext JS, C#, MVC, .Net, NHibernate, MS SQL Server, and MS SQL Server Reporting Services. Northbridge developers have extensive web development experience using these technologies.

Since 2008, as part of the TxWISE project Northbridge staff conducted numerous JAD sessions, analyzed data and processes and gained in depth understanding of the TWDB business processes including: Entity management, Project management and reviews, Payments and Outlays, Disbursements, Loan Origination, Loan Schedule, Debt origination, Loan and Debt repayments, Financial monitoring and compliance, and MIP Interfaces.

Over the last 8 years Northbridge has been responsible for maintaining and enhancing the TxWISE application, providing training to staff, assisting with streamlining business processes, data reconciliation and reporting.

Please see attached HUB Subcontracting Plan Document

(TWDB-RFO-580-18-RFP0059-HUB-SUB-Plan.pdf)

Any questions regarding this response should be directed to Rao Mulpuri, (512) 364-9822 or rmulpuri@nbenvironmental.com

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4. TASK ACTIVITY PLAN (PROPOSED TIME LINE **)

Task	Task Details	Start and End Date
Enhancement	-All Enhancements (Rao, Jayanthi and Sujatha) -Unit Testing (Rao, Jayanthi and Sujatha)	July 30 th 2018 to September 17 th 2018
System Testing	-Train Finance staff (Rao) -TWDB Testing -Fix Issues (Rao, Jayanthi and Sujatha)	September 18 th 2018 to September 30 th 2018
Implementation	-Update Production (Rao) -Validate Production (Rao)	October 1 st 2018
Documentation	-Deliver Updated Data Model, User Guide and FDDs (Rao, Jayanthi and Sujatha)	October 15 th 2018

** Proposed timeline subject to adjustments based on actual start date (July 30th 2018), user testing and feedback time line.

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5. COST RESPONSE (PRICE)

Northbridge will bill TWDB at the completion and acceptance of each of the Fixed Price Tasks in line with Prior Enhancements or on a T&M basis as stated in the RFO. Northbridge will negotiate the Acceptance criteria with TWDB project manager based on the enhancement details listed below.

TxWISE Group Commitment Enhancement Costs (Fixed Price - \$59,052)

Task	Impact Details	Estimated Hours	Estimated Cost
Group Commitments	1 or 2 Tables Tab and Web Page for Group Business Logic Adjustments to various Internal Processes and Queries	180 hours	\$23,940
Group Obligations	Tab and Web Page for Group Business Logic	40 hours	\$5,320
Group Disbursements	Tab and Web Page for Group Business Logic	60 hours	\$7,980
Project List	Web Form Changes View and Query Changes Search Logic	32 hours	\$4,256
Project Commitment List and Details	Web Form Changes View and Query Changes	40 hours	\$5,320
Draws and Disbursements (Current Project Screen Changes)	Web Form Changes View and Query Changes	20 hours	\$2,660
Loan Terms	Web Form Changes View and Query Changes	32 hours	\$4,256
Payment Schedule	Web Form Changes View and Query Changes	10 hours	\$1,330
Batch Repayments	Web Form Changes View and Query Changes	10 hours	\$1,330
Financial Monitoring	Web Form Changes View and Query Changes	20 hours	\$2,660

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TxWISE DATA MODEL, USER GUIDE AND FUNCTIONAL DESIGN DOCUMENT COSTS (Fixed Price - \$4,788)

Report Name	Impact Details	Estimated Hours	Estimated Cost
Data Model	-Revise Data Model (up to date) with new tables and relationships	4 hours	\$532
User Guide	-Revise User Guide (up to Date) with new screen changes	12 hours	\$1,596
Functional Design Documents	-1 new FDD to be created -4 FDDs to be updated	16 hours	\$2,128
Data Dictionary	-Add/Update to the existing Data Dictionary	4 hours	\$532

TEST PLAN, TEST, DATA MIGRATION, AND IMPLEMENT ENHANCEMENT COSTS (Fixed Price - \$2,128)

Task Name	Task Details	Estimated Hours	Estimated Cost
Test Plan/Scripts	-Create Test Scripts for Grouped Commitment Page -Document Test Scripts with before and after images for UAT	6 hours	\$798
Testing	-Populate Test Data -Review and Validate data in impacted tables -Make necessary adjustments to fix issues	8 hours	\$1,064
Implementation	-Create scripts for production -Validate Production	2 hours	\$266

PROJECT MANAGEMENT COSTS (Fixed Price - \$1,064)

Task Name	Task Details	Estimated Hours	Estimated Cost
Project Schedule	-Assist Project manager with Project Plan and Schedule	4 hours	\$532
Status Reports	-Provide Weekly Status Reports	4 hours	\$532

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DATA CONVERSION COSTS (Fixed Price - \$7,980)

Task Name	Task Details	Estimated Hours	Estimated Cost
Data Conversion for existing Grouped Commitments	-Create 13 Groups with 45 Grouped Commitments -Convert/Move Loan Schedules and Repayments to the Grouped Commitments -Test and Verify Conversion	60 hours	\$7,980

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**Authorized representative on behalf of Respondent must complete and sign the following:
Legal Name of Respondent: Northbridge Environmental Management Consultants**

 _____ Signature of Authorized Representative	<u>7/18/2018</u> _____ Date Signed
<u>Deems Buell, Principal</u> _____ Printed Name and Title of Authorized Representative	<u>(978) 392-9665</u> _____ Phone Number
<u>54-1668887</u> _____ Federal Employer Identification Number	<u>(978) 392-9725</u> _____ Fax Number
<u>807942800</u> _____ DUNS Number	<u>dbuell@nbenvironmental.com</u> _____ Email Address
<u>319 Littleton Road, Suite 208</u> _____ Physical Street Address	<u>Westford, MA, 01886</u> _____ City, State, Zip Code
_____ Mailing Address, if different	_____ City, State, Zip Code

RAO S. MULPURI

Project Manager/Technical Lead

NORTHBRIDGE

EDUCATION

M.S., Computer Aided Engineering Design, Guindy Engineering College, Madras, India.

B.S., Mechanical Engineering, Mangalore University, Manipal, India.

PROJECT EXPERIENCE

Mr. Mulpuri has over 26 years of experience in information systems analysis and application software development, including involvement in building and managing state and federal data systems for the State Revolving Fund programs and other water infrastructure programs. He has also used his extensive experience in program management and data systems to advise state agencies on how to improve program administration.

Mr. Mulpuri led the design of the Web-based reporting systems for the CWSRF Benefits (CBR), DWSRF Project and Benefits Reporting (PBR), developing, testing, and implementing improvements on a demanding project schedule. He is responsible for trouble shooting issues related to user access, usage and data. He also assisted in coordinating and training state and EPA users in utilizing the web systems to report SRF Project and ARRA information.

Mr. Mulpuri worked with Alaska, Arizona, California, Connecticut, Georgia, Hawaii, Illinois, Louisiana, Nevada, Nebraska, New Mexico, Texas and other states to develop, customize, and support the Loans and Grants Tracking System. Most recently customized and implemented TxWISE (Loans and Grants Tracking System) for Texas Water Development Board. He was responsible for migrating and consolidating SRF and state program data from several systems into one integrated database. He also trained users and management to utilize the new system to better manage data and meet the EPA requirements for SRF administration and reporting.

Mr. Mulpuri lends his technical expertise in maintaining the Web-based systems for collecting DWSRF NIMS, CWSRF NIMS, and State and Tribal Assistance Grants information. He provides ongoing operations support to maintain the systems, helps make improvements, and adds additional data collection and reporting capabilities.

Mr. Mulpuri is responsible for configuring and maintaining the Web Server hosted at Peer1 data center. This dedicated server hosts all the EPA web applications in a secure, power and data redundant environment to ensure maximum availability of the web applications.

Mr. Mulpuri led the design, development and implementation of the Web-based common login system (User Login), to consolidate user access and provide a gateway for all the EPA applications. This application improved the management of user access and passwords.

Mr. Mulpuri is also responsible for re-designing and supporting the Electronic Sanitary

Survey software (ESS) for EPA's Office of Ground Water and Drinking Water. He conducted analysis, participated in data model design, and developed forms and reports. Then he developed code to retrieve the latest water system information from the state SDWIS Web database and to format and submit survey updates to SDWIS State via the migration to an Oracle/SQL Server databases. In this ongoing project, Mr. Mulpuri is responsible for testing, implementing, and supporting the desktop, PDA and Tablet versions of the sanitary survey application.

SOFTWARE:

Sencha Ext JS, .Net, MVC, C#, NHibernate, IEF/COMPOSER/COOL:Gen, ASP, VB SCRIPT, JAVA SCRIPT, HTML, VISUAL BASIC, VS COBOL II, C, COBOL/400, DB2, DB2/2, IMS DB/DC, ORACLE, SQL SERVER, SQL SERVER REPORTING SERVICES, ACCESS, CICS, MQ SERIES, OS2 PM, QMF, PLATINUM, VSAM, QUERY/400, TSO, ISPF, JCL, COM PROXY, IIS, REPORT COMPOSER, CRYSTAL REPORTS, ADO, XML.

EMPLOYMENT HISTORY

Northbridge Environmental Management Consultants, Senior Consultant, 2004-present.

Active Development Group, Senior Consultant and Vice President, Projects & Services, 2002-2004.

MTW/TiG Corp., Program Director and Managing Consultant, 1996-2002.

Sofsys Inc., Applications Manager and Project Lead, 1994-1996.

Tata Consultancy Services, Senior Systems Analyst, 1989-1994.

JAYANTHY KAPISTALAM**NORTHBRIDGE**

Lead Developer

EDUCATION

Master of Science in Information Systems, Eastern Michigan University, Ypsilanti, MI.

PROJECT EXPERIENCE

Ms. Kapistalam has over 9 years of experience in developing web based applications using Microsoft technologies for the State Revolving Fund programs and other programs.

Ms. Kapistalam has extensive experience in agile and test driven development using NUnit, Nspec and Microsoft Testing frameworks, participated in the complete lifecycle of internet and intranet web applications using .Net framework, C#, MVC, Ext JS 5.x (Sencha), SQL Server and Oracle databases, creating reports using SQL Server Reporting Services.

Ms. Kapistalam developed and enhanced Web-based reporting systems for the CWSRF Benefits (CBR), DWSRF Project and Benefits Reporting (PBR) using .Net and SQL Server.

Ms. Kapistalam worked with California, Hawaii, Texas and other states to develop, customize, and support the Loans and Grants Tracking System. Most recently developed and implemented TxWISE (Loans and Grants Tracking System) for Texas Water Development Board. She was responsible for creating the architecture and framework for the TxWISE web solution, integrating HalFile API for document management, developing login authentication processes, developing reports and complex web pages, testing and user support.

Ms. Kapistalam is also responsible for re-designing, developing and supporting the OASIS web application for Oklahoma Water Resources Board.

SOFTWARE:

ASP .Net 4.0/3.5/2.0/1.1, C#/VB. Net, MVC, WPF, MVVM and Prism, Web API, Oracle, SQL Server 2008/2005/2000, Fluent NHibernate, Entity Framework, LINQ, Sencha Ext JS 5.x, SQL Server Reporting Services (SSRS), AJAX /XML/HTML, JavaScript, JSON, JQuery, Telerik, SVN/TFS/Visual SourceSafe, Resharper, IIS Management

EMPLOYMENT HISTORY

Northbridge Environmental Management Consultants, Lead Developer, 2011-present.

Contractor, Thomson Reuters, Southfield, MI, 2010-2011.

Web Developer, Caretech Solutions, Troy, MI, 2008-2010.

Web Developer, American Profit Recovery, Farmington Hills, MI, 2007-2008.

SUJATHA K. MULPURI

NORTHBRIDGE

Senior Consultant/Database Analyst/Documentation Specialist

EDUCATION

Diploma, Micro Computer Programming, Johnson County Community College, Overland Park, Kansas.

M.S., Food Science and Nutrition, Padmavati Mahila Viswavidyalayam, Tirupati, India.

B.S., Home Health and Science, St. Theresa's College, Eluru, India.

PROJECT EXPERIENCE

Ms. Mulpuri has over 15 years of experience in information systems analysis, application software development, and database administration including involvement in testing and maintaining state and federal data systems for the State Revolving Fund programs and other water infrastructure programs.

With Northbridge, Ms. Mulpuri has since worked with Arizona, California, Connecticut, Texas and other states to develop, customize, and support the Loans and grants Tracking System. Most recently assisted with data clean up, development of user guide, data model and other documentation on TxWISE (Loans and Grants Tracking System) for Texas Water Development Board.

Ms. Mulpuri assisted with design and testing of the Web-based reporting systems for the CWSRF Benefits (CBR), DWSRF Project and Benefits Reporting (PBR), developing, testing, and implementing ARRA improvements.

Ms. Mulpuri assists with annual test, review and verification of Northbridge's Web-based system for collecting DWSRF NIMS, CWSRF NIMS, and State and Tribal Assistance Grants information.

Ms. Mulpuri assists with testing and supporting the Electronic Sanitary Survey software (ESS) for EPA's Office of Ground Water and Drinking Water. She is responsible for converting Sanitary Survey Questionsets for various states and mapping data elements to SDIWS Web database. She is also responsible for testing the Questionsets with water system inventory data.

Prior to joining Northbridge, as a Database administrator at Gentiva Health Services, Ms. Mulpuri was responsible for supporting and maintaining development, test and production databases in Oracle and SQL Server. Also responsible for migrations between development, test and production databases, change control, setting up user accounts, backup and restore procedures. As a Maintenance Programmer responsible for Analysis, Design, Coding and Conversion of existing Medicare Eligibility Verification System (MEV) from Access VBA to Visual Basic with Oracle database. This system processes Medicare patient information submitted by various Gentiva home health offices nationwide.

SOFTWARE:

ACCESS, ORACLE, SQL SERVER, ODBC, CRYSTAL REPORTS AND SQL SERVER REPORTING SERVICES.

EMPLOYMENT HISTORY

Northbridge Environmental Management Consultants, Senior Consultant, 2006-present.
Gentiva Health Services, Database Administrator and Maintenance Programmer, 2000-2005.

Accounting File



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

"Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

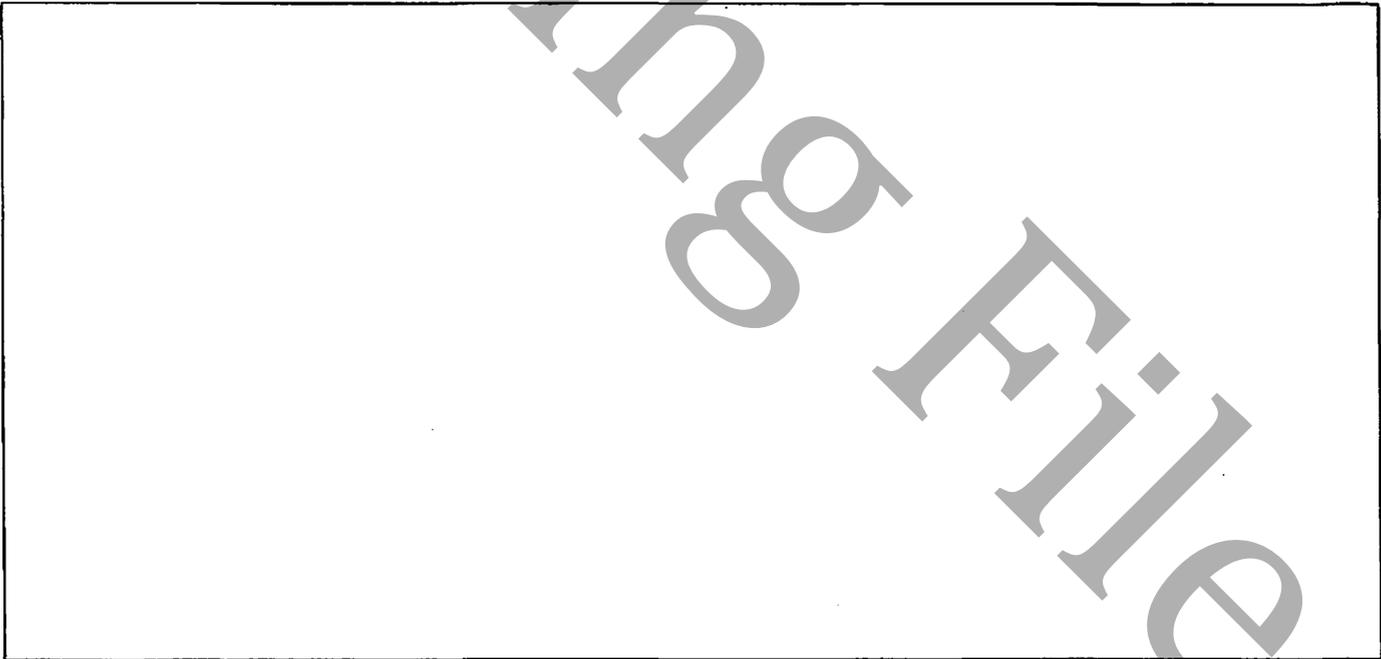
NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*



SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Northbridge Environmental Management Consultants State of Texas VID #: 15416688875
 Point of Contact: Deems Buell Phone #: 978-392-9665
 E-mail Address: dbuell@nbenvironmental.com Fax #: 978-392-9725
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: 580-18-RFO0714 Bid Open Date: 7/25/2018

(mm/dd/yyyy)

Enter your company's name here: Northbridge Environmental Management Consultants Requisition #: 580-18-RFO0714

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (if entered) into "new" contracts.

Enter your company's name here: Northbridge Environmental Management Consultants Requisition #: 580-18-RFO0714

SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Northbridge Environmental Management Consultants Requisition #: 580-18-RFO0714

SECTION-3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Our customer in Texas "Texas Water Development Board" will be utilizing our Loans and Grants Tracking System (aka TxWISE) as the base product for managing assistance and project information. Over the last 9 years we have successfully implemented several phases of the TxWISE application using our internal resources.

Our internal resources are best suited and knowledgeable to perform all the necessary analysis, development and enhancement work to customize the LGTS/TxWISE product.

Utilizing our technical resources, who have experience in customizing and implementing this product in multiple states, ensures that we can deliver the solution successfully with lesser project costs.

However, if we come across a project opportunity in Texas, where we can utilize the HUB sub contractors, we would gladly review and utilize the HUB sub contractors.

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Deems Buell

Printed Name

President

Title

7/16/2018

Date

(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Northbridge Environmental Management Consultants Requisition #: 580-18-RFO0714

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/proc/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
 - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmb/search/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond? <input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/proc/hub/mwb-links-1/>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted? <input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 09/15

Enter your company's name here: Northbridge Environmental Management Consultants Requisition #: 580-18-RFO0714

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/toasscmb/search/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

Rev. 03/15

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: Northbridge Environmental Management Consultants	State of Texas VID #: 15416688875
Point-of-Contact: Deems Buell	Phone #: 978-392-9665
E-mail Address: dbuell@nbenvironmental.com	Fax #: 978-392-9725
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: _____	Phone #: _____
Point-of-Contact: _____	Bid Open Date: 7/25/2018
Requisition #: 580-18-RFO0714	<small>(mm/dd/yyyy)</small>
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than _____ on _____	
<small>Central Time Date (mm/dd/yyyy)</small>	
<p><i>In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work:	
3. Required Qualifications: <input type="checkbox"/> Not Applicable	
4. Bonding/Insurance Requirements: <input type="checkbox"/> Not Applicable	
5. Location to review plans/specifications: <input type="checkbox"/> Not Applicable	

**Texas Water
Development Board**

TWDB Terms and Conditions

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ARTICLE I. DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

"Amendment" means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

"Contract" means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments; purchase orders, Work Orders, or Technical Guidance Letters that may be issued by the TWDB, to be incorporated by reference herein for all purposes if issued.

"Contractor" means the Party selected to provide the goods or services under this Contract, if any.

"Deliverable" means a work product prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the TWDB or the State of Texas.

"Effective Date" means the date agreed to by the Parties as the date on which the Contract takes effect.

"Federal Fiscal Year" means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

"GAAP" means Generally Accepted Accounting Principles. "GASB" means the Governmental Accounting Standards Board.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

"Parties" means the TWDB and Contractor, collectively.

"Party" means either the TWDB or Contractor, individually.

"Project" means the goods or Services described in the Signature Document or a Work Order of this Contract.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

“Scope of Work” means the description of Services and Deliverables specified in the Contract as may be amended.

“Services” means the tasks, functions, and responsibilities assigned and delegated to Contractor under the Contract.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the TWDB under which the goods or services provided under the Contract were initially requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Contractor’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas *TexTravel*” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Subcontract” means any written agreement between Contractor and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“Subcontractor” means any individual or entity that enters a contract with the Contractor to perform part or all of the obligations of Contractor under this Contract.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the TWDB to the Contractor.

“TWDB” means the Texas Water Development Board

“Work” means all Services to be performed, goods to be delivered, and any appurtenant actions performed and items produced, conceived, or developed, including Deliverables.

“Work Order” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any

statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the TWDB or by the TWDB by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- J. Time is of the essence in this Contract.

ARTICLE II. CONSIDERATION

2.1 PROMPT PAYMENT

The TWDB will pay Contractor in accordance with the Prompt Payment Act, Texas Government Code, Chapter 2251.

2.2 EXPENSES

Except as otherwise provided in the Contract, no ancillary expenses incurred by the Contractor in connection with its provision of the Services or Deliverables will be reimbursed by the TWDB. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.

When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas Textravel.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is contingent upon the availability of sufficient and adequate funds. 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 this Contract, the TWDB may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the TWDB, if sufficient and adequate

funds are not available. Contractor will have no right of action against the TWDB if the TWDB cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the TWDB will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.2 NO DEBT AGAINST THE STATE

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT TO STATE

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Contractor acknowledges the TWDB's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.4 RECAPTURE OF FUNDS

The TWDB may withhold all or part of any payments to Contractor to offset overpayments made to the Contractor. Overpayments as used in this Section include payments (i) made by the TWDB that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Contractor understands and agrees that it will be liable to the TWDB for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Contractor further understands and agrees that reimbursement of such disallowed costs will be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

4.1 WARRANTY

Contractor warrants that all Work under this Contract will be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; will conform to or exceed the specifications set forth in the Contract; and will be fit for ordinary use, of good quality, and with no material defects. If Contractor fails to complete Work timely or to perform satisfactorily under conditions required by this Contract, the TWDB may require Contractor, at its sole expense, to:

- A. Repair or replace all defective or damaged Work;
- B. Refund any payment received for all defective or damaged Work and, in conjunction therewith, require Contractor to accept the return of such Work; and
- C. Take necessary action to ensure that future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Contractor further certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.3 FEDERAL ASSURANCES

Contractor further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Contractor is in compliance with each of the requirements reflected therein.

4.4 FEDERAL CERTIFICATIONS

Contractor further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Contractor is in compliance with each of the requirements reflected therein. **In addition, Contractor certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE V. OWNERSHIP, TECHNOLOGY ACCESS AND INTELLECTUAL PROPERTY

51 OWNERSHIP

The TWDB will own, and Contractor hereby assigns to the TWDB, all right, title, and interest in all Work.

52 TECHNOLOGY ACCESS CLAUSE

The Respondent 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 Respondent represents and warrants to the qualified ordering entity that the technology provided to the qualified ordering entity 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:

- A. Providing equivalent access for effective use by both visual and non-visual means;
- B. Presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and
- C. Being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

For purposes of this clause, 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 that would constitute reasonable accommodations under the Federal 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.

53 INTELLECTUAL PROPERTY

- A. To the extent any Work results in the creation of Intellectual Property, all right, title, and interest in and to such Intellectual Property will vest in the TWDB upon creation and will be deemed to be a “work made for hire” and made in the course of the services rendered pursuant to this Contract.
- B. To the extent that title to any such Intellectual Property may not by law vest in the TWDB, or such Intellectual Property may not be considered a “work made for hire,” all rights, title, and interest therein are hereby irrevocably assigned to the TWDB. The TWDB will have the right to obtain and to hold in its name any and all patents, copyrights, trademarks, service marks, registrations, or such other protection as may be appropriate to the subject matter, including extensions and renewals thereof.
- C. Contractor must give the TWDB and the State of Texas, as well as any person designated by the TWDB or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond the stated amount payable to Contractor for the services authorized under this Contract.

ARTICLE VI. RECORDS, AUDIT, AND DISCLOSURE

61 BOOKS AND RECORDS

Contractor will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the TWDB, the Texas State Auditor’s Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Contractor will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

62 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Contractor and any of Contractor’s affiliate or subsidiary organizations, or Subcontractors will permit the TWDB or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: TWDB, TWDB’s contracted examiners, the State

Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the TWDB or any duly authorized authority, for the purpose of investigation or hearing, Contractor will produce original documents related to this Contract. The TWDB and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Contractor will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

63 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Contractor must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Contractor or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance will be solely the decision of the TWDB.
- B. As part of the Services, Contractor must provide to TWDB upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

64 SAO AUDIT

Contractor understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Contractor agrees to cooperate fully with the SAO 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.

65 CONFIDENTIALITY

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Contractor agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Contractor. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

66 PUBLIC INFORMATION ACT

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Contractor must make

all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VII. CONTRACT MANAGEMENT AND EARLY TERMINATION

71 CONTRACT MANAGEMENT

To ensure full performance of the Contract and compliance with applicable law, the TWDB may take actions including:

- A. Suspending all or part of the Contract;
- B. Requiring the Contractor to take specific corrective actions in order to remain in compliance with term of the Contract;
- C. Recouping payments made to the Contractor found to be in error;
- D. Suspending, limiting, or placing conditions on the continued performance of Work;
- E. Imposing any other remedies authorized under this Contract; and
- F. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

72 TERMINATION FOR CONVENIENCE

The TWDB may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the TWDB determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in TWDB's notice of termination.

73 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the TWDB may terminate the Contract, in whole or in part, upon either of the following conditions:

A. Material Breach

The TWDB will have the right to terminate the Contract in whole or in part if the TWDB determines, at its sole discretion, that Contractor has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Contractor's duties under the Contract. Contractor's misrepresentation in any aspect of Contractor's Solicitation Response, if any, or Contractor's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

B. Failure to Maintain Financial Viability

The TWDB may terminate the Contract if, in its sole discretion, the TWDB has a good faith belief that Contractor no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

74 CONTRACTOR RESPONSIBILITY FOR ASSOCIATED COSTS.

If the TWDB terminates the Contract for Cause, the Contractor will be responsible to the TWDB for all costs incurred by the TWDB and the State of Texas to replace the Contractor. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation that is reasonably attributable to Contractor's failure to perform any Work in accordance with the terms of the Contract.

75 EQUITABLE SETTLEMENT

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

8.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

8.2 INSURANCE

Unless otherwise specified in this Contract, Contractor will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the TWDB. Contractor will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the TWDB the nature and extent of coverage granted by each such policy, upon request by the TWDB. In the event that any policy is determined by the TWDB to be deficient to comply with the terms of this Contract, Contractor will secure such additional policies or coverage as the TWDB may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Contractor and its Subcontractors, if any. Contractor is responsible for ensuring its Subcontractors' compliance with all requirements.

8.3 DELEGATION OF AUTHORITY

Whenever, by any provision of the Contract, any right, power or duty is imposed or conferred on TWDB, the right power or duty so imposed or conferred is possessed and exercised by the System Agencies Executive Commissioner unless such is delegated to duly appointed agents or employees. The Executive Commissioner of the TWDB will reduce any delegation of authority to

writing and provide a copy to Contractor on request. The authority delegated to Contractor by the TWDB is limited to the terms of the Contract. Contractor may not reply upon implied authority and is not delegated authority under the Contract to:

- A. Make public policy;
- B. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of TWDB program; or
- C. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the TWDB regarding the TWDB programs or the Contract. However, upon request and reasonable notice to the Contractor, Contract will assist the TWDB in communications and negotiations regarding the Work under the Contract with state and federal governments.

8.4 LEGAL OBLIGATIONS

Contractor will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Contractor will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

8.5 E-VERIFY

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of:

- A. All persons employed during the contract term to perform duties within Texas; and
- B. All persons (including subcontractors) assigned by the contractor to perform Work pursuant to the Contract.

8.6 PERMITTING AND LICENSURE

At Contractor's sole expense, Contractor will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or Services required by this Contract. Contractor will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor agrees to be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

8.7 INDEMNITY

TO THE EXTENT ALLOWED BY LAW, CONTRACTOR WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND

EMPLOYEES, AND THE TWDB AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- **CONTRACTOR'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- **ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY CONTRACTOR, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF CONTRACTOR, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT;**

OR

- **EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST CONTRACTOR, ITS OFFICERS, OR ITS AGENTS; OR**
- **WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

CONTRACTOR WILL COORDINATE ITS DEFENSE WITH THE TWDB AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE CONTRACTOR TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE TWDB FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE TWDB OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

8.8 PATENTS OR COPYRIGHTS

The contractor agrees to protect the State and TWDB from claims involving infringement of patents or copyrights. TWDB will not consider any RFQ that bears a copyright. RFQs will be subject to the Texas Public Information Act, Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the Act, Respondents may protect trade and confidential information from public release. Trade secrets or other confidential information, submitted as part of a RFQ, shall be clearly marked on each page it appears. Such marking shall be in boldface type at least 14 point font.

8.9 ASSIGNMENTS

Contractor may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the TWDB, which may be withheld or granted at the sole discretion of the TWDB. Except where otherwise agreed in writing by the TWDB, assignment will not release Contractor from its obligations under the Contract.

Contractor understands and agrees the TWDB may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

8.10 SUBCONTRACTS

Contractor will be responsible to the TWDB for any Subcontractor's performance under this Contract. Nothing in this Contract will be construed to relieve Contractor of the responsibility for ensuring that the goods delivered or services rendered by Contractor or any of its Subcontractors comply with all the terms and provisions of this Contract. Contractor will provide written notification to the TWDB of any Subcontractor receiving compensation of One hundred thousand dollars (\$100,000.00) or more of the Work under this Contract, including the name and taxpayer identification number of Subcontractor, the task(s) being performed, and the number of Subcontractor employees expected to perform Services. TWDB reserves the right to:

- A. Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for the TWDB to monitor compliance with the Contract;
- B. Object to the selection of the Subcontractor; or
- C. Object to the subcontracting of the Work proposed to be Subcontracted.

8.11 HUB/MENTOR PROTÉGÉ

In accordance with State law, it is the TWDB's policy to assist HUBs whenever possible in providing goods and services to the TWDB. The TWDB encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting Subcontractors to assist in fulfilling their obligations with the TWDB. In addition to information required by this Contract, the contracting Party will provide the procurement department of the TWDB with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising hereunder.

The TWDB encourages the Parties it contracts with to partner with certified HUBs that participate in the Texas Comptroller of Public Accounts' Mentor Protégé Program.

8.12 RELATIONSHIP OF THE PARTIES

Contractor is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the TWDB any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other Party.

Contractor will be solely responsible for, and the TWDB will have no obligation with respect to:

- A. Payment of Contractor's employees for all Services performed;

- B. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- C. Withholding of income taxes, FICA, or any other taxes or fees;
- D. Industrial or workers' compensation insurance coverage;
- E. Participation in any group insurance plans available to employees of the State of Texas;
- F. Participation or contributions by the State to the State Employees Retirement System;
- G. Accumulation of vacation leave or sick leave; or
- H. Unemployment compensation coverage provided by the State.

8.13 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the TWDB, and in conformance with federal and state law, the TWDB may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the TWDB will be incorporated into the Contract by reference herein for all purposes when it is issued.

8.14 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the TWDB. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.15 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

8.16 SURVIVABILITY

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

8.17 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

8.18 DISPUTE RESOLUTION

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

8.19. NO WAIVER OF PROVISIONS

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

8.20 PUBLICITY

Except as provided in the paragraph below, Contractor must not use the name of, or directly or indirectly refer to, the TWDB, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Contractor may publish, at its sole expense, results of Contractor performance under the Contract with the TWDB's prior review and approval, which the TWDB may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the TWDB and any Federal agency, as appropriate.

8.21 PROHIBITION ON NON-COMPETE RESTRICTIONS

Contractor will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

8.22 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of sovereign immunity by the TWDB.

8.23 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the TWDB.

8.24 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

8.25 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor with respect to compensation.

8.26 CIVIL RIGHTS

A. Contractor agrees to comply with state and federal anti-discrimination laws, including:

- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
- (7) The TWDB's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor

from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- C. Contractor agrees to comply with Executive Orders 13279 and 13559, and their implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Contractor must provide written notice to beneficiaries of their rights.

8.27 NOTICE OF LEGAL MATTER OR LITIGATION

Contractor shall notify the contract manager assigned to this Contract of any litigation or legal matter related to or affecting this Contract within seven calendar days of becoming aware of the litigation or legal matter.

8.28 ORDER PRECEDENCE

In the event of conflicts or inconsistencies between the contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract (or Notice of Award). Attachments to the Contract (or Notice of Award), Request for Qualifications, and Respondent's Response to Request for Qualifications.

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