

**SERVICES AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND
ALLIED CONSULTING, INC.**

This Services Agreement (“Agreement”) between The A&M System University System, an institution of higher education and an agency of the State of Texas (the “A&M System”), and Allied Consulting, Inc. (“Provider”), is made and entered into as of March 15, 2021, (“Effective Date”). A&M System and Provider may be individually referred to as “Party” or collectively referred to as “Parties.”

The A&M System and Provider hereby agree as follows:

1. SERVICES PROVIDED

1.1 *Description.* Provider shall perform the activities described in the Statement of Work (“SOW” or “Services”), which is attached and incorporated as Appendix A.

1.2 *Requirements.* Provider represents to having the knowledge, ability, skills and resources to provide such services in accordance with the terms and requirements of this Agreement. To any extent required under the Scope of Services, Provider represents that any part of the performance required to be performed by a professional having state licensure in good standing will be performed by such licensed professional.

1.3 *Verification.* Provider shall use reasonable efforts to verify the accuracy and suitability of any information supplied to Provider by the A&M System, or any other party, that Provider uses to perform the Services. Provider shall identify to the A&M System in writing any such documents or data which, in Provider’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished. The A&M System does not warrant the accuracy or suitability of such documents or data as are furnished unless Provider advises the A&M System in writing that, in Provider’s professional opinion, such documents or data are unsuitable, improper, or inaccurate and the A&M System confirms in writing that it wishes Provider to proceed in accordance with the documents or data as originally given.

1.4 *Standard of Care.* Provider agrees and acknowledges that the A&M System is entering into this Agreement in reliance on Provider’s represented professional abilities with respect to performing the SOW, duties, and obligations under this Agreement. Provider shall perform the Services in Appendix A in accordance with the usual and customary professional standards of care, skill, and diligence consistent with its industry and like firms in Texas that provide professional services for projects that are similar in size, scope, and budget to the Services (the “Standard of Care”). Subject to this Standard of Care, Provider shall interpret and apply applicable national, federal, state, and municipal laws, regulations, codes, ordinances, and orders in effect at the time the Services are provided. There are no obligations, commitments, or impediments of any kind known to the Provider that will limit or prevent performance by Provider of the Services.

1.5 *Performance of the Services.* Provider shall allocate adequate time, personnel, internal administration, supervision, and resources as necessary to perform the Services in an expeditious and economical manner consistent with the interests of the A&M System.

1.6 *Acceptance.* The A&M System shall have the right to reject any of Provider's Services due to any material errors or omissions in any deliverables prepared by Provider or its sub-consultants or subcontractors, if any. Upon notice of any such errors or omissions, Provider shall promptly provide any and all Services necessary to correct or remedy such errors or omission at no additional cost to the A&M System. Provider's obligation to correct its errors and omissions is in addition to, and not in substitution for, any other remedy for defective services which the A&M System may have at law or in equity. If the A&M System notifies Provider of any material non-conformities with the Services provided or the deliverable submitted (collectively "Non-Conformities") in writing within the applicable Acceptance Period, Provider promptly shall use commercially reasonable efforts to correct such Non-Conformities at its own expense and notify the A&M System when the corrections are complete. If the A&M System does not notify Provider of any material Non-Conformities within the Acceptance Period or if the A&M System uses the Deliverables in connection with the A&M System's conduct of its business, the A&M System shall be deemed to have accepted the Deliverables. Should Provider fail to use reasonable efforts to correct a Non-Conformity within thirty (30) days, or other agreed time, of receiving written notice of it, the A&M System may terminate the Services for default in accordance with clause 2.3 below.

2. TERM AND TERMINATION

2.1 *Period of Performance.* The period of performance shall start on the Effective Date and shall end on May 14, 2021 (the "Term").

2.2 *Time of the Essence.* Time is of the essence for the performance of the Services. Provider shall complete all of the Services on or before the expiration of the Term and such Services shall be consistent with the highest customs, standards, and practices of Provider's business or profession.

2.3 *Termination for Default.* In the event of substantial failure by a Party hereunder to perform in accordance with the terms of this Agreement, the other Party may terminate this Agreement upon thirty (30) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior to the end of the thirty-day period), provided that said failure is through no fault of the terminating Party.

2.4 *Termination for Convenience.* The A&M System may, without cause, terminate this Agreement at any time upon giving thirty (30) days advance notice to Provider.

2.5 Upon either a termination for convenience or default, the A&M System's obligation to pay the balance of the fixed-price amount, if any, described in Section 3.1, below, shall cease, effective on the date of termination; provided, however, Provider shall be entitled to a proportional payment of such reasonable amount as shall compensate Provider for the services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement (the "Termination Payment"), provided Provider shall have delivered to the A&M System a final report describing the work completed to the date of termination. The A&M System shall not be required to compensate Provider for any Services performed or expenses incurred after the effective date of termination. In no event, however, shall the sum of all payments to Provider exceed the total fixed-price amount described in Section 3.1, below.

3. CONSIDERATION AND PAYMENT

3.1 *Total Fixed-Price Amount.* For the satisfactory performance of the Services, the A&M System shall pay Provider the total fixed-price amount of One Hundred Fifty Thousand Dollars (\$150,000) in accordance with Provider's Fee Payment Schedule described in Appendix A.

3.2 *Payment of Amounts Due.* Payments of the amount due to Provider will be provided by the A&M System upon receipt of an invoice which describes the milestone, deliverable, or other payment trigger described in the Fee Payment Schedule that Provider claims to have successfully achieved. Travel costs and expenses, if any, are included in the fixed-price amount described in Section 3.1, above, and will not be separately reimbursed or compensated. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

3.3 All payments shall be made by electronic direct deposit. Provider is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at:

<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/>

All invoices must reference the A&M System contract number (which will be provided to Provider after execution of this Agreement).

3.4 All invoices should be forwarded to the following for approval and processing:

Stephan Smith
ssmith@tamus.edu

4. INSURANCE

4.1 Provider shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, A&M System shall not be deemed or construed to have assessed the risk that may be applicable to Provider under this Agreement. Provider shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Provider is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten (10) business days before the effective date of the cancellation.

Coverage**Limit****A. Worker's Compensation**

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

- D. Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Provider and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Provider agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least two (2) years after the expiration or cancellation of this Agreement.

E. Umbrella Liability Insurance**\$5,000,000 Limit**

4.2 The required commercial general liability policy will be issued on a form that insures Providers or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Provider under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) business days after each annual insurance policy renewal.

4.3 *All insurance policies*, with the exception of worker's compensation, employer's liability, professional liability and cyber liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and A&M System as Additional Insureds up to the actual liability limits of the policies maintained by A&M System. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

4.4 *All insurance policies* will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and A&M System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. *All insurance policies* will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) business days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

4.5 *Delivery of Certificate of Insurance*. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following A&M System contact:

soprocurement@tamus.edu

4.6 *Period of Insurance Coverage*. The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing.

5. OWNERSHIP AND USE OF DOCUMENTS

5.1 *Ownership of Deliverables*. Subject to the exclusions described in Section 5.2, below, upon full and final payment for each Deliverable required by this Agreement, such Deliverable will become the property of the A&M System. In the event any such Deliverables do not fall within the specifically enumerated works that constitute works made for hire under the United States Copyright Act, Provider (upon the condition that full and final payment is made by the A&M System for the Deliverables), hereby assigns all rights, title, and interest (including but not limited to all intellectual property rights such as copyrights) in each such Deliverable to the A&M System. To the extent that any Provider Information, as defined below, is incorporated into such Deliverables, Provider shall grant to the A&M System a non-exclusive, royalty-free, paid-up, perpetual, irrevocable, worldwide, non-transferable, non-exclusive license to use such Consultant Information solely in connection with the conduct of the A&M System's activities.

5.2 *Provider Information*. The A&M System acknowledges that Consultant provides consulting and development services to other clients, and agrees that nothing here shall be deemed or construed to prevent Provider from carrying on such business or developing for itself or others materials that are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to the Deliverables provided hereunder. In particular, notwithstanding anything to the contrary set forth herein: (a) Provider shall have the right to retain a copy of each of the Deliverables for Provider's records; (b) as part of Provider's performance of the Services, Provider may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for the A&M System, including without limitation computer programs, methodologies, templates flowcharts, architecture designs, tools,

specifications, drawings, sketches, models, samples, records, and documentation, as well as copyrights, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed, or purchased by Provider (all of the foregoing being referred to, collectively or individually, as "Consultant's Information"); and (c) provider's information and Provider's administrative communications, records, files, and working papers relating to the Services shall remain the sole and exclusive property of Provider.

6. NOTICES

6.1 *Requirements.* Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. A&M System and Provider can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

A&M SYSTEM

Texas A&M University Sponsored Research Services
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845
Phone: (979) 847-7627
Fax: (979) 862-3250
Email: awards@tamu.edu
Attention: Michelle Strickland

And

A&M SYSTEM

The Texas A&M University System
301 Tarrow Street
Mail Stop 1230
College Station, Texas 77843-1230
Attention: Office of General Counsel

PROVIDER

Allied Consultants, Inc.
1304 West Ave Austin, TX 78701
Phone: (512) 236-8535 X 200
Fax: (512) 236-8565
Email: sjacoby@alliedconsultants.com
Attn: Shelby Jacoby

7. PUBLIC INFORMATION ACT

7.1 *Compliance.* Provider acknowledges that the A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by

applicable Texas law. Upon the A&M System's written request, Provider will promptly provide specified contracting information exchanged or created under any resultant agreement for or on behalf of the A&M System. Provider acknowledges that the A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Agreement and Provider agrees that this Agreement can be terminated if Provider knowingly or intentionally fails to comply with a requirement of that subchapter.

8. CONFLICT OF INTEREST

8.1 *Financial Interests.* By executing and/or accepting this Agreement, Provider and each person signing on behalf of Provider certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of the A&M System or the Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

9. DISPUTE RESOLUTION

9.1 *Process.* The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the A&M System and Provider to attempt to resolve any claim for breach of contract made by Provider that cannot be resolved in the ordinary course of business. Provider shall submit written notice of a claim of breach of contract under this Chapter to the Chief Executive Officer of the A&M System, who shall examine Provider's claim and any counterclaim and negotiate with Provider in an effort to resolve the claim.

10. GENERAL PROVISIONS

10.1 **Indemnity. Provider agrees to indemnify and hold harmless the A&M System from any claim, damage, liability, expense or loss arising out of Provider's negligent or intentional acts or omissions in performance under this Agreement.**

10.2 *No Assignment.* Provider shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of the A&M System. Any attempted assignment prohibited by this Section 10.2 is void.

10.3 *Independent Contractor.* Provider shall be an independent contractor, and neither Provider nor any employee of Provider shall be deemed to be an agent or employee of the A&M System. As an independent contractor, Provider will be solely responsible for determining the means and methods for performing the services described. Provider shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to, those of the A&M System relative to conduct on its premises.

10.4 *Entire Agreement.* This Agreement constitutes the sole agreement of the Parties and supersedes any other oral or written understanding or agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both Parties.

10.5 *Applicable Law and Venue.* The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue

for any suit filed against the A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located.

10.6 *Franchise Tax.* If Provider is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then Provider certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Provider is exempt from the payment of franchise (margin) taxes.

10.7 *Background Check.* The A&M System may request Provider perform a criminal background check on any employee and/or representative of Provider who conducts business pursuant to this Agreement on the campus of A&M System.

10.8 *Eligibility to Receive Payment Under State Contract.* Under Section 231.006, *Texas Family Code*, Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

10.9 *Payment Off-Set.* Pursuant to Section 2107.008 and 2252.903, *Texas Government Code*, Provider agrees that any payments owing to Provider under this Agreement may be applied directly toward certain debts or delinquencies that Provider owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

10.10 *Headings.* Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

10.11 *Force Majeure.* Neither Party will be in breach of its obligations under this Agreement (other than payment obligations) or incur any liability to the other Party for any losses or damages of any nature whatsoever incurred or suffered by that other Party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure, except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure had not occurred. Force Majeure is defined as: (a) acts of God; (b) war; (c) act(s) of terrorism; (d) fires; (e) explosions; (f) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; (g) failure of transportation; (h) strike(s); (i) loss or shortage of transportation facilities; (j) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); (k) interruptions by government or court orders (both federal and state) including lockdowns; (l) present and future orders of any regulatory body having proper jurisdiction; (m) civil disturbances, to include without limitation, riots, rebellions, and insurrections; (n) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and (o) any other cause not enumerated in this provision, but which is beyond the reasonable control of the Party whose performance is affected and which by the exercise of all reasonable due diligence, such Party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected Party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform the obligation(s). Written notice of a Party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and which notice must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). Notwithstanding the foregoing, a Party's financial inability to perform its obligations shall in no event constitute a Force Majeure.

10.12 *Anti-Israel Boycott.* To the extent that *Texas Government Code*, Chapter 2271 applies to this Agreement, Provider certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.13 *Prohibited Business.* Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, Provider certifies Provider is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Provider acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.14 *Human Trafficking Prohibited.* Under Section 2155.0061, *Texas Government Code*, Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

10.15 *Not Eligible for Rehire Prohibition.* Provider is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as “Not Eligible for Rehire” as defined in A&M System Policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.

10.16 *Sovereign Immunity.* Provider expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.

10.17 *Prohibited Contracts.* Provider acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits the A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months.

10.18 *Contracts with Former or Retired Agency Employees.* If Provider is an individual, by signing this Agreement, Provider certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.

10.19 *Lack of Appropriation.* Payment to Provider under this Agreement is contingent upon the receipt of funds from the Texas Division of Emergency Management (“TDEM”). If TDEM fails to appropriate or allot the necessary funds, A&M System will issue written notice to Provider and the A&M System may terminate this Agreement without further duty or obligation hereunder. Provider acknowledges that receipt of funds is beyond the control of A&M System.

10.20 *Certain Bids and Contracts Prohibited.* Under Section 2155.004, *Texas Government Code*, the Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.21 *State Auditor Access.* Provider understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Provider agrees to cooperate with the Auditor in the conduct

of the audit or investigation, including without limitation, providing all records requested. Provider will include this provision in all contracts with sub-consultants or subcontractors.

10.22 *Authorized Entity.* If Provider is a business entity, Provider warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Provider has been duly authorized to act for and bind Provider.

10.23 *Severance of Provisions.* Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

11. SPECIAL PROVISIONS INCORPORATED

11.1 *Terms Incorporated by Reference.* The A&M System has previously entered into an agreement with TDEM (the "TDEM Agreement"). TDEM has previously entered into an agreement (the "FEMA Agreement") with the Federal Emergency Management Agency ("FEMA"). The FEMA Agreement and the TDEM Agreement require that certain terms and conditions be incorporated into any sub-agreements. Such terms and conditions are described in Appendix B to this Agreement, which is attached hereto.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date indicated below their signatures.

TEXAS A&M SYSTEM UNIVERSITY

Signature

MS

Billy C. Hamilton

Name

Deputy Chancellor and CFO

Title

5/5/21

Date

ALLIED CONSULTING, INC.

Signature

Tava Michalik

Name

Director, Allied Consultants

Title

Date

5/3/2021

APPENDIX A

Statement of Work

Title

Assessments of gaps in and recommendation for additional software and solutions for TDEM financial management and accounting functions.

Purpose

To improve business processes and supporting information management systems in making COVID legal and financial accounting, including support activities such as auto reconcile, audit preparation, and contract management.

Requirements

To successfully conduct interviews and systems and process evaluations of financial management and accounting capabilities to identify gaps in current systems and processes and to develop recommendations for financial management software and solutions, the TAMUS team conducting the TDEM assessment requires the following experience and characteristics from the contractor staff:

- Expertise in the following fields:
 - o Disaster Recovery and Business Continuity
 - o State of Texas and Federal emergency management financial management
 - o Organizational and Business Change Management
 - o Data Analysis and Reporting
 - o Financial accounting system capabilities and processes
 - o Accounting ledger design and processes
- Substantial industrial experience with software and services offerings in the financial accounting area.
- Project team support to identify and develop As-Is and To-Be business processes across TDEM's emergency management functions

Place of Performance

Work will be performed:

- In-person at the TDEM facility in Austin, Texas;
- Remotely; and
- With no more than 2 trips to the Bryan/College Station, TX area during the base period.

Tasks, Deliverables, and Schedule

The following tasks shall be performed:

Task	Deliverable	Suspense
Map current financial accounting and management users and needs with existing TDEM processes and systems identifying and prioritizing gaps	Report detailing needs, current processes, and gaps from interviews and documentation from key stakeholders at TDEM, regional service coordinators, and service providers	No later than (NLT) 30 days after contract award
Develop recommendation for financial accounting solutions to address gaps identified and recommend changes in current business practices to leverage the financial management architecture.	Report detailing (1) concept of operations for financial management, accounting ledger, and balance sheet management including operational users and modes, operational scenarios, and essential support operations, impact to current business processes and (2) functional system architecture including users, functional system architectural diagram, recommended software packages and systems,, KPIs, and expected performance and usability improvements.	Final delivery of the recommendation report is to be NLT 60 days after contract award
Design and develop process diagrams related to the eCommerce/purchasing, supply chain, and financial accounting business functions	1) A common template to be used when capturing process inputs, steps/phases, and outputs 2) A series of processes that represent TDEM's As-Is or To-Be inputs, steps/phases, and outputs relevant to the business functions examined by this assessment	Template: NLT 5 business after contract award Series of diagrams: Drafts as needed throughout the delivery of the project. Final drafts to be included in the final assessment being developed by the assessment team

Fixed Fee Payment Schedule

The contract type for this agreement is Firm-Fixed-Price. Therefore, the payment terms are as follows:

- 40% to be paid upon execution of the Agreement and submission of an accurate invoice;
- 30% upon submission and acceptance of the interim report and submission of an accurate invoice – submission of the interim report shall be no later than April 30, 2021;
- 30% of funded amount to be paid upon acceptance of all deliverables.

APPENDIX B

Terms and Conditions Incorporated by Reference

FEMA AGREEMENT FLOW DOWN PROVISIONS

References to “Performing Member” shall mean Provider. References to Receiving Member shall mean A&M System. References to FEMA shall mean A&M System unless determined otherwise solely by A&M System. References to “Contract” shall mean this Agreement.

Section B.1

The FEMA Agreement and TDEM Agreement terms and conditions referenced below have the same force and effect as if they were given in full text, and are applicable, including any notes following the clause citation, during the performance of this Contract. The effective date of each term or condition incorporated herein shall be that in effect as of the effective date of the FEMA Agreement, unless a previous version of a term or condition is specifically referenced in the FEMA Agreement.

Section B.2

Receiving Member must comply with and requires Performing Member to also comply with the requirements of all applicable laws and regulations, including:

- The Stafford Act., its implementing regulations contained in Title 44 of the Code of Federal Regulations (C.F.R.) (Emergency Management and Assistance);
- The Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002;
- The DHS Standard Terms and Conditions in effect on the date of the Declaration, available at https://www.dhs.gov/sites/default/files/publications/fy_19_dhs_standard_terms_and_conditions_version_9.2_dated_04-17-2019_0.pdf; and
- Applicable FEMA policies and guidance.

Section B.3

Federally required contract provisions.

Clean Air Act. The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Performing Member agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Performing Member agrees to report each violation to Receiving Member and understands and agrees that Receiving Member will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Performing Member agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

Federal Water Pollution Control Act.

- a. Performing Member agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Performing Member agrees to report each violation to Receiving Member and understands and agrees that Receiving Member will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Performing Member agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or other Federal funds.

Suspension and Debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Performing Member certifies that Performing Member, Performing Member's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are not excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Performing Member must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Receiving Member. If it is later determined that Performing Member did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to Receiving Member, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.
- d. Performing Member agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000 during the term of this Contract. Performing Member further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Byrd Anti-Lobbying Amendment, 31 U.S.C. Sec. 1352 (as amended). Performing Member shall file the required certification attached hereto as Attachment E. Each contracting tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. Sec. 1352. Each contracting tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Procurement of Recovered Materials.

- a. In the performance of this Contract, Performing Member shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

Fraud and False or Fraudulent or Related Acts. Performing Member acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy, #405-143-1 Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services As used in this clause—
- b. *Prohibitions.*
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, the Performing Member and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - A. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - B. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - C. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- c. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d. *Exceptions.*
 - i. This clause does not prohibit contractors from providing—
 - A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - B. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - A. Covered telecommunications equipment or services that:
 - 1. Are not used as a substantial or essential component of any system; and
 - 2. Are not used as critical technology of any system.

- B. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- e. *Reporting requirement.*
 - i. In the event the Performing Member identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Performing Member is notified of such by a subcontractor at any tier or by any other source, the Performing Member shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - ii. The Performing Member shall report the following information pursuant to paragraph (d)(1) of this clause:
 - A. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- f. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Performing Member shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- g. *Subcontracts.* The Performing Member shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Right of Review and Records Retention.

- a. Performing Member and its subcontractors, if any, shall properly, accurately and completely maintain all books, documents, papers and records of Performing Member's that are directly pertinent to this Contract and shall make such materials available to Receiving Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives at their respective offices, at all reasonable times and as often as the aforementioned may deem necessary during the Contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by Receiving Member and any of its authorized representatives.
- b. Performing Member agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. **PERFORMING MEMBER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION, AND THE REQUIREMENT TO COOPERATE.**
- d. Performing Member will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those governing audit

requirements pertaining to work performed under this Contract.

- e. Performing Member will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Contract for the duration of the Contract and for seven years after the conclusion of the Contract. Performing Member also agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than seven (7) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Performing Member agrees to maintain same until Receiving Member, the applicable federal administrator, the Comptroller General of the United States or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims or other such questions.
- f. Books and Records. Performing Member shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to Receiving Member the Texas State Auditor's Office, the United States Government, and/or 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.
- g. Access to Records. Performing Member acknowledges and agrees that Receiving Member shall have access to any and all such documents at any and all times, as deemed necessary by Receiving Member, during said retention period. Additionally, Performing Member agrees to provide Receiving Member, any FEMA or other federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any book, documents, papers, and records of Performing Member which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. Receiving Member and Performing Member acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. Receiving Member may, at its election, require Performing Member to return the documents to Receiving Member at Performing Member's expense prior to or at the conclusion of the retention period. In such event, Performing Member may retain a copy of the documents.

Federal Assurances. Performing Member further certifies that the Federal Assurances set forth in Attachment C of this Contract, which is attached and incorporated by reference, have been reviewed and that Performing Member is in compliance with each of the requirements reflected therein.

Federal Certifications. Performing Member further certifies that the Federal Certification set forth in Attachment D of this Contract, which is attached and incorporated by reference, has been reviewed and that Performing Member is in compliance with each of the requirements reflected therein. In addition, Performing Member certifies that it is in compliance with all applicable federal laws, rules, or regulations as they may pertain to this Contract.

Section B.4

Mandatory Flowdown Provisions for Lower Tier Subcontracts or Contracts.

1. Suspension and Debarment
2. Byrd Anti-Lobbying and Certification
3. Prohibition on Contracting for Covered Telecommunications Equipment or Services

ATTACHMENT C – FEDERAL ASSURANCES – NON-CONSTRUCTION PROGRAMS

See Standard Form 424B

As the duly authorized representative of Provider, I certify that Provider:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Contract, if applicable.

2. Will give the Department of Homeland Security, other appropriate federal agencies, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Contract and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the and Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501- 1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the

environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Contract. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders.

19. Will comply with the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.) related to regulating pollutant discharges into waters of the United States.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or sub-awards under the award.

Michael 5/3/2021
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE
DIRECTOR
TITLE
ALLIED CONSULTANTS, INC.
PROVIDER ORGANIZATION NAME

ATTACHMENT D – FEDERAL CERTIFICATIONS FOR GRANT AGREEMENTS

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Provider certifies that it and its principals and vendors:
 - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Provider can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 - 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 - 5. Where Provider is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Provider may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Provider will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Provider will require such compliance in any subcontract or contract at the next tier.
- G. Provider will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

- (1) The Provider certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Provider's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing, of his or her conviction for a violation of criminal drug statute occurring in the work-place not later than five calendar days after such conviction;
 - (e) Notifying the agency, in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to energy grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate actions against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act 9f 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- (2) The Provider may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance:

(Street address, city, county, state, zip code)

1304 West Avenue
Austin Tx 78701

☐ Check if there are workplaces on file that are not identified here.

- H. Provider is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Provider will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Provider understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE

TITLE

PROVIDER ORGANIZATION NAME

ATTACHMENT E - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements, and Other Federal Financial Assistance

The undersigned Provider, Allied Consultants, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Provider, Allied Consultants, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Provider understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

Michael W 5/5/2021
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DATE
DIRECTOR
TITLE
Allied Consultants
PROVIDER ORGANIZATION NAME