



# Brazos River Authority



## Request for Proposals

June 16, 2023

RFP No. 23-02-1288

Dear Prospective Respondent:

Competitive Sealed Proposals will be received in the office of the Purchasing Manager, Brazos River Authority ("BRA"), 4600 Cobbs Drive, Waco, Texas 76710 until **10:00 AM, August 17, 2023, for Computerized Maintenance Management System Upgrade.** All qualified firms including Small, Minority, Women Owned Businesses and Historically Underutilized Businesses are encouraged to submit Proposals in response to this request.

Proposals must be submitted and received no later than the due date and time specified. Any Proposal received later than the specified time, shall not be considered. The BRA is **NOT** responsible for ensuring the delivery of Proposals.

**Refer to Section 16. Delivery of Proposal Submittals for instructions on submitting a response to this solicitation.**

**Proposal must be clearly identified as follows on the outside of the sealed physical submission or the electronic submission subject line. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's proposal is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the proposal opening:**

<b>PROPOSAL:</b>	<b><u>Computerized Maintenance Management System Upgrade</u></b>
<b>RFP NO:</b>	<b><u>23-02-1288</u></b>
<b>RFP DUE DATE:</b>	<b><u>10:00 AM, August 17, 2023</u></b>

The BRA shall have the right to accept or reject any or all Proposals, or any part thereof, and to waive any technicalities in the interest of the BRA.

**BRA will evaluate all relevant COVID-19, health, safety and business factors on all solicitations to determine when to initiate a notice to proceed on all projects, delivery of goods and/or services or procurement of construction related services to best attempt to balance BRA needs and to protect the health and safety of BRA employees, the employees of respondents and the public at large.**

Sincerely,

*Bryan Gray*

Bryan Gray  
Purchasing Manager

4600 Cobbs Drive • Waco, Texas 76710  
254 761 3123

## REQUEST FOR PROPOSALS SUPPLIER DIVERSITY PURCHASING POLICY

The Brazos River Authority (BRA) will ensure that purchases of equipment, materials, supplies, and/or services conform with Texas Procurement law as applicable to the BRA, are cost effective, and contribute to the competitiveness of the BRA and its customers.

Procurement activities will be conducted in an open and fair manner with equal opportunity provided to all qualified parties. The BRA will provide equal contracting opportunities as provided by all applicable State and Federal laws to small business enterprises, Historically Underutilized Businesses and Disadvantaged Business enterprises.

### GENERAL INSTRUCTIONS TO RESPONDENTS

The Work consists of the furnishing of all labor, materials, services, equipment, and appliances required for the delivery and the supplying of products and/or services as described herein and in the contract documents.

**1. PROPOSAL SUBMISSION:** Proposals must be received no later than the Proposal opening date and time specified above. All Proposals received after closing time will not be considered.

- A. To be considered as eligible, a Respondent shall have complied with all legal requirements to permit them to operate in the State of Texas.
- B. Proposals must be emailed, mailed or hand delivered to be considered.

**2. WITHDRAWAL OF PROPOSALS:** No Proposal may be withdrawn for a period of ninety (90) days after Proposal opening, except by: 1) mutual consent of the BRA and Respondent; or 2) a previously submitted Proposals may be withdrawn upon written request received from Respondent prior to time established for receipt of Proposals.

**3. SIGNATURE ON PROPOSALS:** To be valid, Proposals must be signed by an authorized person. By such signature, Respondent agrees to strictly abide by the terms, conditions, and Scope of Services embodied in this Request for Proposal.

**4. EXAMINATION OF PROPOSAL DOCUMENTS:** Before submitting a Proposal, all Respondents shall examine the complete Proposal documents, including Proposal Notice, Instruction to Respondent, and Scope of Services, all of which are part of the Proposal documents.

**5. ADDENDA:** *Unless otherwise stated in the Proposal*, answers to all questions, inquiries, and request for additional information will be issued in the form of Addenda. During the Proposal period, prospective Respondent may be advised by Addenda of additions, deletions from, or changes in the requirements of the Proposal documents. The BRA will not be responsible for the authenticity or correctness of oral interpretations of the Proposal documents or for information obtained in any other manner than through the media of Addenda. Receipt of each Addendum shall be acknowledged by the Respondent.

Any questions concerning this Proposal should be emailed to **Bryan Gray**, Purchasing Manager no later than five (5) days prior to the opening of the Proposal at [submissions@brazos.org](mailto:submissions@brazos.org). This is to allow the BRA sufficient time to respond to inquiries and provide information to all interested Respondents by Addendum. *Unless otherwise stated in the Proposal*, Addenda will be posted on the BRA web site at [www.brazos.org](http://www.brazos.org), Doing Business, Purchasing and Professional Services, Request for Proposals.

Respondent is responsible for checking the BRA web site ([www.brazos.org](http://www.brazos.org)) for updates and Addenda until the time at which the submission is due. Failure to respond to all requirements, including those Addenda, shall be grounds for rejection of your Proposal.

**6. TAXATION:** The BRA is exempt under the Texas Sales Tax and Use Tax Laws, and the Respondent shall not include such taxes in the Proposal.

**7. QUALIFICATION OF RESPONDENTS:** The BRA reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the BRA that such Respondent is properly qualified to carry out the obligations of the contract and to complete the services contemplated herein. Conditional Proposals will not be accepted.

**8. CONSIDERATION OF PROPOSALS:** Unless stated otherwise in the Advertisement or Request for Proposal, the properly identified Proposals received on time will be opened publicly and only the names of the Respondent will be read aloud. Respondents are invited to be present.

**9. COMPLIANCE WITH SCOPE OF SERVICES AND RIGHT OF SELECTION:** The Respondent shall abide by and comply with the true intent of the Scope of Services and not take advantage of any unintentional error or omission.

**10. DEVIATION FROM SCOPE OF SERVICES:** All deviations from the Scope of Services must be noted in detail by the Respondent, in writing, at the time of submittal of the formal Proposal. The absence of a written list of deviations at the time of submittal of the Proposal will be considered acceptance of the Scope of Services as written. Any deviations from the Scope of Services as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or item when delivered.

In case of ambiguity or lack of clarity, the BRA reserves the right to consider the most advantageous Proposal or reject the Proposal.

**11. REPRESENTATIONS:** By execution and submission of this Proposal, the Respondent hereby represents and warrants to the BRA that Respondent has read and understands the Proposal Documents and this Proposal is made in accordance with the Proposal Documents.

**12. INDEMNIFICATION:** THE RESPONDENT SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS AND SHALL EXONERATE, INDEMNIFY AND HOLD HARMLESS THE BRA FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

IN ADDITION, THE RESPONDENT AGREES TO INDEMNIFY, KEEP, SAVE AND HOLD THE BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST THE BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THE AWARDED CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE RESPONDENT IN THE PROVISION OF SERVICES UNDER THE AWARDED CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE RESPONDENT OR THE RESPONDENT'S OFFICERS, AGENT, CONTRACTORS, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST THE BRA FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE RESPONDENT.

IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE RESPONDENT THAT SUCH INDEMNITY IS INDEMNITY BY THE RESPONDENT TO INDEMNIFY AND PROTECT THE BRA FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION DUE TO THE RESPONDENT'S NEGLIGENCE, ERROR OR OMISSION.

**13. CRITERIA FOR AWARD:** The contract will be awarded to the Respondent determined to be the most experienced and highly qualified Respondent, taking into consideration BRA's discretionary evaluation of Functionality to Specifications, quality and detail of Implementation Plan, quality of Post-Implementation Customer Support Resources, Ease of Use of System, References on Proposed Software, Project Approach / Timeline, Respondent's Experience, and project cost. If a satisfactory contract cannot be negotiated with the selected Respondent, the BRA will select the next most experienced and highly qualified Respondent and attempt to negotiate a contract with that Respondent.

**14. TERMINATION:** The awarded contract may be terminated at any time by the BRA, in BRA's sole discretion, for any cause or for convenience without penalty or liability. Upon receipt of such notice, the supplier shall immediately discontinue all services and actions. The BRA shall pay the Respondent promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by the BRA.

**15. CHANGE OF CONTRACT PRICE:** The agreed upon contract price shall not be exceeded without the prior written consent of the BRA and may only be modified by a written amendment to the contract executed by both BRA and Respondent.

**16. PAYMENT:** Unless otherwise specified, payment for services and/or product will be processed within thirty (30) days from invoice date and acceptance of services and/or product. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing. Unit price on invoice shall be in two (2) decimal places only, i.e., \$ .XX.

The BRA has set a goal to have as much paperwork submitted electronically. Respondents are asked to submit invoices electronically to the following Accounts Payable email address: [accounts\\_payable@brazos.org](mailto:accounts_payable@brazos.org). Respondents who use the electronic service should not mail the original invoice.

**17. CONFIDENTIALITY OF DOCUMENTS:** The BRA is subject to the Texas Public Information Act (PIA). Any information submitted to

the BRA by a Respondent shall be considered non-confidential and available to the public, except as follows:

In the event a Respondent considers a specific portion of their Proposal to be confidential and subject to an exception to disclosure under the PIA, such portion must be clearly identified and marked "CONFIDENTIAL". Do not mark an entire Proposal confidential, as this is not in conformance with the PIA and is not acceptable. Only the specific portion or portions of the Proposal that the Respondent considers to be confidential pursuant to the PIA should be marked.

**IF AN ENTIRE PROPOSAL IS MARKED CONFIDENTIAL, THE BRA WILL NOT TREAT ANY PORTION OF THE PROPOSAL AS CONFIDENTIAL AND THE PROPOSAL MAY BE REJECTED AS NON-CONFORMING.** The BRA will honor notations of confidentiality made in accordance with this paragraph and decline to release such information initially. However, final determination of whether a particular portion of a Proposal may in fact be withheld pursuant to the PIA will be made by the Texas Attorney General or a court of competent jurisdiction.

In the event a public information request is received for a portion of a Proposal that has been marked confidential, the BRA shall ask the affected Respondent if the information may be released. If the release is agreed to, the BRA shall release the information.

If the release is denied, the matter shall be referred to the Texas Attorney General's Office in accordance with the process set forth in the PIA. The Respondent shall be fully and solely responsible for submitting arguments and evidence within the statutory timeframes to the Texas Attorney General's Office regarding its claim of confidentiality. The BRA will **NOT** submit arguments on behalf of the Respondent.

The Texas Attorney General's office shall rule on the matter. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information may not be withheld, then such information will be made available to the requester. If it is determined that the information may be withheld, BRA will withhold the information from the requestor.

Pricing information contained in Proposals or contracts is not considered confidential under the PIA and will be disclosed without making a request to the Texas Attorney General.

**COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM UPGRADE  
RFP NO. 23-02-1288**

**SUBMITTAL SCHEDULE**

Proposals are posted on the BRA website and prospective Respondents should check [www.brazos.org](http://www.brazos.org) > Doing Business>, Purchasing & Professional Services>, Request for Proposals for potential updates to Proposal requirements.

Friday, June 16, 2023	<p>RFP is available to download from the BRA website at</p> <p><a href="https://brazos.org/Doing-Business/Purchasing-Professional-Services/Request-for-Proposals">https://brazos.org/Doing-Business/Purchasing-Professional-Services/Request-for-Proposals</a></p> <p>and click on “<i>View this RFP</i>”.</p>
<p>Wednesday, July 12, 2023, 10:00 AM CST Virtual Pre-Proposal Meeting</p>	<p><b>Microsoft Teams meeting</b></p> <p><b>Join on your computer, mobile app or room device</b></p> <p><a href="#">Click here to join the meeting</a></p> <p>Meeting ID: 215 265 549 71 Passcode: NAgpqQ</p> <p><a href="#">Download Teams</a>   <a href="#">Join on the web</a></p> <p><b>Or call in (audio only)</b></p> <p>+1 332-249-0603 United States, New York City</p> <p>Phone Conference ID: 160 237 653#</p>
4:00 PM, Monday, July 24, 2023	<p>Last date and time to ask questions or request additional information. Email questions to <a href="mailto:submissions@brazos.org">submissions@brazos.org</a></p>
4:00 PM, Friday, July 28, 2023	<p>Post response to questions received as of the deadline or as soon thereafter, as an Addendum on the BRA website –</p> <p><a href="https://brazos.org/Doing-Business/Purchasing-Professional-Services/Request-for-Proposals">https://brazos.org/Doing-Business/Purchasing-Professional-Services/Request-for-Proposals</a></p>
10:00 AM, Thursday, August 17, 2023	Proposals are due.

10:15 AM, Thursday, August 17, 2023	Proposals will be opened and only the names of the respondents will be read out loud virtually at the link below:  <a href="https://youtube.com/live/VpTP3_O2k2c?feature=share">https://youtube.com/live/VpTP3_O2k2c?feature=share</a>
10:00 AM, Thursday, September 7, 2023	Firm short list notifications
September 25-29, 2023	Scripted demonstration interviews will be in-person.  BRA Central Office, 4600 Cobbs Drive, Waco, TX 76710

**REQUEST FOR PROPOSALS**  
**COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM UPGRADE**  
**RFP NO. 23-02-1288**

**1. General**

The BRA is hereby requesting for proposals from qualified, competent, and experienced Firms to provide and implement a new computerized maintenance management system (“CMMS”) for all its water critical assets including dams, plants, equipment, and facility assets including structures and grounds. Respondents shall have an established CMMS, along with the necessary experience and staff to provide and manage implementation of a complete system. The BRA's preference is to select a commercial off-the-shelf solution that fulfills requirements out-of-the-box with only configuration changes. The proposed product shall have a clear upgrade path, and Respondents shall provide ongoing maintenance and support. The services to be provided shall include project management, software licensing, implementation, training, and support services described within.

The BRA's current CMMS is MicroMain. Applications and solutions proposed in response to this RFP will replace the current application. All data for the asset information and work order system is currently maintained in a Microsoft SQL Server database. The new CMMS shall be a cloud-based hosted solution.

The replacement system shall be flexible and scalable, allowing for exponential, dynamic growth.

The software will accommodate asset classifications and types as developed and defined by the BRA from time to time. The following asset types and classes, at a minimum, are intended to be managed with the CMMS:

- Water Pipelines
- Water Valves and Appurtenances
- Water Storage Tanks
- Water Pump Stations
- Water Treatment Plant Equipment
- Pressure Regulating Stations
- Dams (gates - tainter, bear trap, roller, sluice, head, etc.),
- Parks
- Wastewater Treatment Plant Equipment
- Electrical Equipment
- Instrumentation and Control Equipment (SCADA)
- Buildings
- Grounds and Landscaping Equipment
- HVAC Equipment
- Pavement
- Vehicles, Boats and other miscellaneous assets, i.e., 4-wheelers, utility vehicles, etc.
- Heavy equipment, i.e. cranes (55-120 ton, bridge, truck mounted, jib, etc.), backhoes, skid loaders, tractors, barges, etc.
- Security Protection/Fencing/Gates
- Safety equipment
- Small and attractive assets

The BRA is interested in additional Asset Management Systems (AMS) functionality that will support maintenance management, asset management, risk prioritization, capital planning, O&M planning, inventory management, and related functions. Please highlight this functionality in your response. At a minimum the solution needs to provide functionality expected of a CMMS, i.e., the ability to manage maintenance related activities for BRA assets and its ability to manage BRA specific workflows. These

workflows are provided as Attachment 1 (BRA Workflows) and will form the basis of the scripted demonstrations. Key features of the CMMS include, but are not limited to the following:

- Administrative: Provides system administration functions such as security, system-wide defaults, and configuration of functions and forms.
- Work Request Management: Controls processes for management and routing of work requests for corrective maintenance.
- Work Order Management: Controls work order processes for planning, scheduling, and management of preventive and corrective maintenance.
- Preventative Maintenance: Controls work order processes for planning and scheduling of routine and periodic preventive maintenance.
- Materials and Parts Inventory Management: Controls processes for parts inventory and materials management.
- Reports Generation: Provides standard and customizable reports generated from the individual software modules.
- Portable Wireless/Mobile Technology: Allows maintenance and operations professionals to receive and complete work in the field via a wireless/mobile device.
- Asset Management: Provides tracking, management, and analysis of lifecycle asset costs, risks, and renewal needs.
- Data Import and Conversion: Allows historic work orders and asset records to be imported from the current systems into the new CMMS.
- System Documentation, Training, and Support: Provides initial user training, general system documentation and training materials, and on-going user support for system difficulties.
- Interface/Integration with Other Systems: Interfaces with other BRA information systems including current and future SCADA (Supervisory Control and Data Acquisition), GIS (Geographic Information System), Financial/ERP (Enterprise Resource Planning), and electronic document management systems.

The selected Respondent shall be responsible for complete product integration and performance, supported by warranty obligations.

In addition to the CMMS software, the selected Respondent will be tasked with providing services to support a successful CMMS system implementation. The selected Respondent shall work collaboratively with the BRA to implement the CMMS, including, but not limited to, the following:

- Provide an implementation methodology, schedule/timeline and approach.
- Integrate the CMMS with related BRA information systems.
- Configure and test the solution with input and approval of BRA staff.
- Facilitate the phased deployment and roll-out.
- Complete configuration adjustments as identified during the phased roll-out.
- Convert and migrate existing data.

The BRA supports its operations and customers using a variety of information systems and technologies. Its network environment is comprised of approximately 100 user workstations and 100 multiple mobile devices across geographically separate sites along the Brazos River. The BRA employs both on premise and cloud solutions to host information services such as email, GIS, AMI, document management, Customer Service, and Financial Information systems. The BRA has established standards for information technology hardware, software, and protocols selected from the wide array of available technologies. The BRA intends to procure only products that substantially conform to these standards, which currently include the following:

<b>System</b>	<b>Standard</b>
Desktop OS	Windows 10 Enterprise
Mobile Client OS	Apple iOS (latest versions) and Android (latest versions)
Network Hardware	1Gbps bandwidth or greater
ERP Finance/Supply Chain/HR Payroll	Infor Finance and Supply Management Version 11 (Infor); Microsoft CRM
Web Browser	Chrome/ /Edge latest version
Office Productivity	Microsoft Office 365
E-mail	Microsoft Exchange 365 Hybrid Deployment
GIS	ESRI ArcGIS 10.8 ArcGIS Pro 3.0 (on-premise)
Document Management	Microsoft SharePoint Online
Reporting/Dashboards	SSRS 2017 14.0.600.1572; Future: Microsoft Power BI

The BRA intends to establish a shortlist of experienced and qualified software Respondents for interviews and select the highest-ranked Respondent based on the BRA's discretionary evaluation of the evaluation criteria in Paragraph 6 below, pricing and references.

Written proposals will be reviewed and rated to create a shortlist of experienced and qualified software Respondents to be interviewed. During the interview, Respondents will: 1) discuss their proposed software solution and implementation approach; and 2) formally demonstrate their product based on a script developed by the BRA's Selection Committee. Any additional interview requirements will be provided to the shortlisted Respondents. BRA will negotiate the terms and conditions of the software contract with the selected CMMS Respondent until such time as BRA determines that the best value for BRA has been obtained.

## **2. Scope of Services**

The BRA would like to improve its asset management system capabilities. The BRA is therefore seeking proposals from qualified Respondents to provide and implement a new CMMS for all its critical assets. The BRA is also interested in systems that incorporate enterprise asset management functionality such as the ability to capture asset risk scoring (likelihood and consequence of failure), ability to incorporate risk scoring into replacement planning and capital budgeting. At a minimum, however, the system must have the capability to manage BRA's assets and replace BRA's current CMMS, MicroMain.

Listed below is a general description of the scope of services anticipated for this project. Respondents are encouraged to expand upon this outline and recommend additional value-based services as a part of the approach while also being cognizant of costs.

### **TASK 1 - PROJECT MANAGEMENT AND MEETINGS**

The BRA will expect the selected Respondent to provide professional project management services to ensure a successful project. The Respondents must identify a project manager and other key individuals who will be interacting with BRA project team members during this project. Respondent shall include all costs associated with project management in the cost proposal.



## **TASK 2 – PRODUCT IMPLEMENTATION**

The selected Respondent will assume responsibility for configuration and deployment of the Respondent's product. The Respondent will work with the BRA to configure and deploy the Respondent's product. The Respondent shall propose an implementation schedule and detailed tasks to complete the product configuration and deployment. At a minimum, the steps shall include design, configuration, data conversion, testing, training, go-live, and post implementation support. Updates to the schedule shall be provided and discussed at routine project progress meetings. The Respondent shall budget for on-site assistance during system go-live and final acceptance testing. The Respondent shall include all costs associated with the configuration and deployment of the Respondent's product in the cost proposal.

## **TASK 3 – DATA CONVERSION**

The BRA will expect the selected Respondent to provide all data conversion services required to transfer and convert data into the new CMMS. BRA will be available to assist as necessary. The Respondent shall include all costs associated with Data Conversion in the cost proposal.

## **TASK 4 - DOCUMENTATION**

Complete electronic documentation of the Respondent's CMMS software suite shall be provided and include both standard software materials as well as specific user documents. Standard software is defined as that which fully satisfies the requirements of this RFP without the need for modification. Examples include design and configuration of operating systems, database management systems, and software diagnostic programs. Database design documentation shall completely describe both the logical and physical structure of the system's database. User documents shall be provided that describe the CMMS software from an end-user's point of view, including both a detailed User's Guide (tutorial format) and Quick Reference Guides. Costs associated with Documentation shall be included in the cost proposal.

## **TASK 5 – ACCEPTANCE TESTING**

The selected Respondent shall include a test plan covering unit, system, volume/stress, and security. The test plan shall describe the proposed approach taken with each stage of testing, the processes involved, testing tools utilized, acceptance criteria and sign off procedures. At a minimum, the following acceptance testing steps should be included:

- User acceptance – The Respondent shall include a user acceptance test plan, test data, sample test scripts, maintaining test data, and methods to track reports and fixes for system malfunctions.
- Final acceptance – The Respondent shall include a final acceptance test plan, test data, sample test scripts, and methods to track and ensure all detailed requirements of the program are tested and approved by BRA.

Costs associated with Acceptance Testing shall be included in the cost proposal.

## **TASK 6 – USER TRAINING**

Training is a critical element in the system implementation and long-term success of the system; therefore, the selected Respondent must provide a training plan for the product proposed. The plan must include user levels, course duration, description of course, and any course prerequisites. The Respondent must provide on-site, hands-on, practical training with documentation on the installed system. Practical training sessions must be performed in a classroom type setting using BRA equipment for up to twenty (20) students, with unlimited virtual participants. All training shall be conducted in the BRA's office in Waco, TX or other project sites and with the option for virtual participation. The Respondent shall also provide "on-demand" training and "how-to" videos for BRA to

use as “refresher” courses or for new employees. If the Respondent does not have “on-demand” training and “how-to” videos materials readily available, the Respondent shall video record the practical training sessions with BRA and provide the videos to BRA. Include all costs for user training in the cost proposal.

## **TASK 7 – PRODUCT SUPPORT AND MAINTENANCE**

The selected Respondent shall provide, at a minimum, a maintenance agreement that includes technical support, automated patches, and upgrades to the latest version for five (5) years after implementation. At the end of the 5-year support and maintenance agreement, and at the option of BRA, the Respondent shall provide ongoing produce support and maintenance services to BRA at the then-current rates. This service will be supported by a customer service help contact telephone number. The Respondent should provide information on the upgrade policies and upgrade history of the proposed solution. Services describe and offered for product support and maintenance shall be included in the cost proposal.

### **3. Base Proposal**

Proposal price to include all labor, materials, tools, equipment, and incidentals necessary to satisfactorily provide and implement a new CMMS system as described within this RFP.

### **4. Information Required in the Proposal - Tab Format**

The BRA specifically requests succinct proposals tailored to the general and discipline-specific scope of services summarized above. All proposals become the property of the BRA.

The proposal should be concise, well organized, demonstrate the Respondent’s qualifications and applicable experience, and provide “layman” explanations of technical terms that are used. Respondents will be evaluated based on the information submitted in accordance with Section 6, “Selection Process.” The proposal shall provide the information listed in the Tabs below and shall include a Table of Contents with page numbers. Proposals shall not exceed 25 single-sided, 8.5” x 11” pages, with minimum font size of 11 pt. The following are excluded from the page count: proposal cover, table of contents, tab pages, and appendices.

#### **Tab A: Cover Letter**

Describe the Respondent’s interest and commitment to the proposed project. The cover letter shall include the name, title, address, telephone number, and e-mail address of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the Respondent to negotiate a contract with BRA shall sign the cover letter. The cover letter shall be addressed to Brazos River Authority, Attention: Bryan Gray and shall be no more than one (1) page.

#### **Tab B: Executive Summary**

The executive summary should contain a capsulated overview of the Proposal. This section shall be no more than two pages.

#### **Tab C: Company Information**

Provide the following information regarding your company:

- (1) Date your company was established and a brief history. Include the number of years your company has been in business as a CMMS solutions provider.
- (2) Organizational structure and legal form (business entity) of the company. List any subsidiaries.
- (3) Provide the number of employees, number and location of offices and identify the location of your home office.

- (4) Provide name, title and office location of person who will be the principal contact for the BRA and the billing location if different.
- (5) Describe the types of organizations that your company typically serves and general nature of the work.
- (6) Provide at least five (5) references with services completed within the last five years similar in nature to this solicitation. This reference list should include the agency name, location, a brief description of scope of services, service dates, project size and cost; contact name, email and telephone number; and software program/version provided. Indicate which of the personnel that will be assigned to BRA's project participated in the reference projects.
- (7) Have you ever defaulted, failed to complete a contract or had a contract terminated by the other party? If so, where and why? Provide name and telephone number of the other party.
- (8) Provide detailed information regarding your company's Experience Modification Rate (EMR) as rated by your insurance carrier. Rates above 1.0 will require further evaluation, discussion and possible remediation efforts, at no cost to the BRA.
- (9) Provide company total revenue for each of the past 5 years and percent of total revenue spent on research and development.

#### **Tab D: Previous or Current Litigation**

List litigation that your company has been a party to in the last five (5) years, under your current company name or any other company name. Include only litigation that involves business units in your company that are proposed for performing services under this RFP. To be fully responsive, provide a name and phone number to contact an authorized representative of your company if the BRA needs to clarify your response. Failure to be fully responsive will be sufficient grounds for the BRA to disqualify your company.

#### **Tab E: Product Information**

Provide the following information regarding the proposed software solution:

- (1) Name and version number of product being proposed.
- (2) Product modules including any add-on or optional modules.
- (3) History of product versions and releases in the past 5 years.
- (4) Describe product support offered by your company, including days and hours of service, and problem escalation/resolution procedure.
- (5) Describe other support or information services offered by your company.

#### **Tab F: System Description and Functionality**

Provide a detailed description of the proposed software solution including overall attributes as well as specific features, functionalities, and capabilities of each system module that will meet the BRA's needs. Discuss the system architecture, interfaces, scalability, security, performance, capacity, and other pertinent information about the proposed solution.

#### **Tab G: Understanding of Project and Project Approach**

Provide a detailed description of Respondent's understanding of and approach to the project. Provide a detailed scope of services which reflects the requested Scope of Services described in Section 2 of this RFP. Discuss how the software solution proposed will be implemented to meet the requirements as discussed in Scope of Services (Section 2) and Application and Integration Requirements (Tab I). Include a detailed Work Plan and Schedule with milestones, meetings, and tasks (at a minimum include design, installation, configuration, data conversion, testing, training, cut-over and post implementation support), as well as task sequencing, responsibility, duration, and payment milestones. Provide a short

narrative of each task as it relates to the project. Be sure to include tasks the Respondent expects the BRA to perform. A final project implementation plan will be mutually agreed between the successful Respondent and the BRA when a Respondent is selected. This section will be no more than four pages.

#### **Tab H: Key Project Personnel and Organization**

Identify the names and specific qualifications, experience, and appropriate licenses held, if applicable, of the primary staff to be assigned to the project. Provide an organizational chart to show how the team will be structured to support the project effort. Include short bios, resumes and availability to work on this Project for all primary staff including the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers, and all other key personnel. Include any subconsultants which Respondent proposes to use for any portion of the services. Work shall be performed within the continental United States (ie, no off-shore development of modules, etc.) and primary staff shall be available Monday through Friday, 8:00AM – 5:00 PM Central Standard Time. Additionally, software servers shall also be located within the continental United States. Respondent shall verify that such software servers are not owned by an entity that:

- i. Is owned by, or the majority of stock or other ownership interest of such entity is held or controlled by:
  - a. Individuals who are citizens of China, Iran, North Korea, Russia, or any other country designated as a threat to critical infrastructure.
  - b. A company or other entity, including governmental entities, that is owned or controlled by citizens of, or is directly controlled by the government of, China, Iran, North Korea, Russia, or any other country designated as a threat to critical infrastructure; or
- ii. Is headquartered in China, Iran, North Korea, or Russia.

Additionally, Respondent shall ensure that BRA data is not accessed by any device that contains software or hardware that is prohibited by the BRA.

If prior to the start, or during the project, Respondent personnel included in the proposal are no longer available to the project, the BRA reserves the right to interview and accept/reject alternate candidates proposed by the Respondent.

#### **Tab I: Application and Integration Requirements**

##### **FUNCTIONAL AND TECHNICAL REQUIREMENTS**

The BRA has developed a list of functional and technical requirements included as Required Form 1, BRA CMMS Business Function Requirements Form. It is listed Under Tab L, Required Forms, and shall be submitted under Tab L, Required Forms. This form identifies the objectives and desired outcomes of the CMMS for the BRA. Respondents are required to complete the requirements matrix with responses on whether the functionality is supported as out-of-the box or with additional modification and/or customization beyond typical system configuration. Please provide an accurate rating response for each item and additional comments as necessary to clarify how the application fulfills these requirements. This form shall be submitted under Tab L (Required Forms).

Additionally, the proposed software solution shall require a single sign-on (SSO) method for Authentication with the preferred Azure AD SSO method or SAML.

**NOTE: No supplemental third-party software outside the BRA current systems or Respondent shall be provided software.**

## SYSTEMS INTEGRATION

Respondents shall integrate and/or provide a data interface with each BRA system listed below as part of the CMMS implementation services. Respondents shall identify which BRA systems will be off-the-shelf integration, which BRA systems will require additional customized programming or configuration and provide a description of the required customization, and the cost for integrating each BRA system with the new CMMS. A short narrative regarding integration and data interface shall be provided in this tab (Tab H); however, the costs shall be identified in the cost proposal under the appropriate line item.

- (1) **Microsoft SharePoint Online/OneDrive:** The BRA currently uses Microsoft SharePoint Online and OneDrive as the primary document management systems to store and retrieve online documents. The BRA will store CMMS related documents and reports within SharePoint Online for access by other BRA staff. Describe how the new CMMS will be integrated or data will interface with Microsoft SharePoint Online and OneDrive for the intended use.
- (2) **Microsoft Reporting Tools.** The BRA intends to use Microsoft SQL Server Reporting Services as the primary platform for various business and operational reports and Power BI for customized reports, dashboards and analytics. Describe how the new CMMS will be integrated or how data will interface with Microsoft SQL Server Reporting and Power BI for the intended use.
- (3) **GIS.** The BRA currently uses ESRI ArcGIS 10.8 and ArcGIS Pro 3.0 (both on-premise and online applications). BRA will use ArcGIS for reporting and analysis of data from field staff. Describe how the new CMMS will be integrated or how data will interface with both ESRI ArcGIS 10.8 and ArcGIS Pro 3.0 for the intended use.
- (4) **ERP Finance/Supply Chain.** The BRA currently uses Infor Finance and Supply Management Version 11 (Infor) and Microsoft CRM for finance and supply chain software. Describe how the new CMMS will be integrated or how data will interface with Infor and Microsoft CRM.
- (5) **New Fleet Maintenance and Fuel Management Software.** BRA would like to track fleet maintenance and fuel management. Propose a fleet maintenance and fuel management software for the BRA to consider. Describe how the new CMMS would be integrated or how data would interface with the proposed fleet maintenance and fuel management software.
- (6) **LabVantage Laboratory Instrument Interface.** The BRA may automate the interface of the new CMMS with the existing LabVantage software, and potential lab instruments and lab asset data. Describe how the new CMMS could be integrated or how data would interface with LabVantage for the intended use.

### **Tab J: Cost proposal**

Include a detailed cost proposal using the cost worksheet provided in this RFP (Request for Proposals – Proposal Form) as a template. For each phase of work and/or software module, include all hourly rates, number of anticipated staff hours, anticipated travel, and other incidental costs and charges. Add additional line items to provide details of costs broken down by task or software module and include cost for 5-year support and maintenance costs. All items not defined in the scope must be shown separately as optional modules or tasks and priced separately. A final fee will be negotiated after the detailed scope of work is finalized with the selected Respondent.

### **Tab K: Additional Relevant Information**

Provide additional relevant information that may be helpful in the selection process.

## Tab L: Required Forms

Complete and submit the following forms:

- (1) Complete and submit the attached Request for Proposals – Proposal Form
- (2) Complete and submit the attached W-9 form, or if foreign entity submit the appropriate tax document information.
- (3) Complete and submit the attached Conflicts of Interest Questionnaire [CIQ] form.
- (4) Complete and submit the Non-Collusion Affidavit form.
- (5) Complete and submit the Firm Compliance to State Law form.
- (6) Complete and submit the BRA CMMS Business Function Requirements Form.

### 5. Performance, Payment and Warranty Bonds

Awarded Respondent must provide performance and payment bonds and warranty bond for this contract. All bonds shall be issued by a surety authorized to conduct business in the State of Texas.

### 6. Selection Process

Proposals and demonstrations will be evaluated and scored based on the following:

Evaluation Criteria	Percent
<b>Performance Factors may include but are not limited to:</b>	<b>75</b>
Functionality to Specifications	
Quality and detail of Implementation Plan	
Quality of Post-Implementation Customer Support Resources	
Ease of Use of System	
References on Proposed Software	
Project Approach / Timeline	
Respondent's Experience	
<b>Cost</b>	<b>25</b>

Based on the outcome of the evaluation committee's review of the proposals, demonstrations will be required with some or all the Respondents prior to selection.

### 7. RFP Inquiries

All inquiries, including clarifying questions, related to this RFP shall **only** be directed to the Purchasing Manager via e-mail to [submissions@brazos.org](mailto:submissions@brazos.org). The Purchasing Manager will direct any inquiries to the appropriate BRA staff, a response will be issued and if warranted, an Addendum will be posted on the BRA's website at [www.brazos.org](http://www.brazos.org). **Failure to adhere to this restriction during the advertising, evaluation, and selection phases will result in the rejection of a Respondent's Proposal.**

### 8. Respondent's Past Performance

BRA will consider Respondent's past performance and may conduct reference checks with other entities regarding past performance. BRA may examine Respondent's performance including, but not limited to: the Comptroller of Public Accounts Statewide Procurement Division Vendor Performance Tracking System, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, repeated negative performance, records of repeated non-responsiveness to performance issues, and non-renewals of contracts. Such sources of Respondent performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or

the Federal government. Further, BRA may initiate such examinations of Respondent performance based upon media reports. Any such investigations shall be at the sole discretion of BRA, and any negative findings, as determined by BRA, may result in non-award to Respondent.

#### **9. Conflict of Interest**

Pursuant to Chapter 176 of the Local Government Code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e., Brazos River Authority) must disclose in the Conflicts of Interest Questionnaire Form ("CIQ") the person's affiliation or business relationship that might cause a conflict of interest with the local government entity. By law, the CIQ must be filed with the BRA Records Management Officer no later than seven (7) days after the date the person begins contract discussions or negotiations with the BRA, or submits an application or response to a Request for Proposals, correspondence, or another writing related to a potential agreement with the BRA. Updated Questionnaires must be filed in conformance with Chapter 176.

A copy of the CIQ is attached. If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each person or agent of a person who is subject to the filing requirement. An offense under Chapter 176 carries a penalty up to a Class A misdemeanor.

#### **10. Disclosure of Interested Parties**

Pursuant to Section 2252.908 of the Government Code, the selected Firm in contracts for the sale or purchase of property, goods, or services with a local government entity (i.e., BRA) anticipated to have a value of at least \$250,000/\$500,000 must submit a Disclosure of Interested Parties Form to the local government entity that discloses all persons at the Selected Firm who have a controlling interest in the selected Firm or who actively participated in facilitating the contract or negotiating the terms of the contract.

The requirements of Section 2252.908 of the Government Code are subject to change, and if you have any questions about compliance, please consult your own legal counsel.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **11. Term of Agreement**

The term of this Contract shall be for a period of five (5) years, commencing on the Effective Date of the contract, and may be renewed by subsequent agreement of the parties for up to two (2) additional five (5) year periods, for a total potential term of fifteen (15) years. The BRA reserves the right to terminate at their discretion.

#### **12. Contract**

The executed contract between BRA and the selected Respondent shall be a BRA standard form contract for providing services. Contract terms are not subject to modification and Respondent will be expected to execute the contract in substantially the form provided. Respondent should not base a proposal on an expectation that BRA will modify its contract terms.

The BRA reserves the right to award contract(s) without any negotiations and reserves the right to not make awards. The BRA reserves the right to conduct studies and other investigations as necessary to evaluate any submittal. Submission of a proposal confers no legal right upon any Respondent.

The decision of BRA, or its designee regarding the above, shall be administratively final. BRA, in its sole discretion, may waive administrative deficiencies and/or minor technicalities in submittals received.

### 13. Insurance Requirements

The Respondent shall, at Respondent's sole expense, maintain insurance coverage as determined acceptable to the BRA. The Respondent must obtain the following minimum insurance requirements and provide proof to the BRA prior to entering into a contract:

General Liability Insurance:	
Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 1,000,000 per occurrence
Aggregate	\$ 2,000,000
Professional Liability:	\$ 1,000,000 per occurrence
Workers' Compensation:	Statutory
Automobile Liability:	\$ 1,000,000 per claim / aggregate
Employers' Liability:	\$ 1,000,000 per occurrence
Cyber Liability: (related to hosting BRA data in the cloud):	\$1,000,000 per occurrence
Technology Professional Liability: (related to work product	\$1,000,000 per occurrence

### 14. Testing

The BRA reserves the right to inspect and test the submitted product. The BRA in its sole discretion may disqualify a submitted product as non-conforming to the specifications if the product does not meet the requirements of the specifications during testing.

### 15. Recycled and Recyclable Products

The BRA encourages the use of recycled products and products that may be recycled or reused.

### 16. Delivery of Proposals

Proposals may only be submitted in the following manner:

**Electronic Transmission.** Email transmission to [submissions@brazos.org](mailto:submissions@brazos.org). Emailed proposal submissions shall be an attachment, in a Portable Document Format (PDF), bookmarked and searchable. Proposals shall be clearly identified in the Subject Line as follows: RFP Title, RFP Number and RFP Due Date. The BRA shall not be responsible for submissions that are not properly identified. Proper identification of Respondent's proposal is the sole responsibility of the Respondent and failure to do so may result in the submission not being included in the proposal opening. Respondents shall limit the file size of proposal to under 150 MB if emailing it to the BRA.





Brazos River Authority

**REQUEST FOR PROPOSALS – PROPOSAL FORM**  
**COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM UPGRADE**  
**RFP No. 23-02-1288**

Base Proposed Item	Product/Services Category	Product/Services Description and Frequency (Annual or One Time)	Proposed Amount
1	<b>Software Cost</b>		
	CMMS Software Licensing for 100 users (list software modules if licensed separately)		\$ _____
2	<b>Maintenance Cost</b>		\$ _____
	Year One Maintenance (if separate from software cost)		
3	<b>Professional Services Costs</b>		\$ _____
	Project Management		\$ _____
	Product Implementation		\$ _____
	Data Conversion		\$ _____
	User Training		\$ _____
4	<b>Integration Costs</b>		
	CMMS/Microsoft SharePoint Online/OneDrive		\$ _____
	Microsoft Reporting Tools (Microsoft SQL Server Reporting Services and Power BI)		\$ _____
	CMMS/Esri ArcGIS		\$ _____
	CMMS/ERP Finance, Supply Chain		\$ _____
	CMMS/Fleet Maintenance and Fuel Management		\$ _____
	CMMS/LabVantage Laboratory Instrument Interface		\$ _____
5	<b>Other Costs</b>		
	Taxes		\$ _____
6	<b>Additional Cost Information</b>		
	Additional Concurrent Users		
	Additional optional CMMS modules not included above		
7	<b>Maintenance Costs</b>		\$ _____

	Year Two		\$ _____
	Year Three		\$ _____
	Year Four		\$ _____
	Year Five		\$ _____
		<b>TOTAL COSTS</b>	<b>\$ _____</b>

**ACKNOWLEDGMENT OF REQUEST FOR PROPOSALS AND  
RECEIPT OF ADDENDA**

**RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THIS REQUEST FOR PROPOSALS AND ADDENDA BY SIGNING BELOW AND SUBMITTING THIS ACKNOWLEDGEMENT WITH YOUR PROPOSAL. FAILURE TO SIGN THIS ACKNOWLEDGEMENT WILL DISQUALIFY THE PROPOSAL AS NON-RESPONSIVE. SIGNATURE MAY BE DIGITAL, ELECTRONIC OR HAND WRITTEN.**

This acknowledgement shall become part of your response and the subsequent contract documents if applicable.

**ACKNOWLEDGMENT OF REQUEST FOR PROPOSALS:**

Respondent hereby acknowledges that it has received and read the Request for Proposals and all Addenda, and that this Proposal is made in accordance with the provisions thereof. Respondent acknowledges that this Proposal meets or exceeds all terms, requirements, conditions, and/or specifications set forth in the Request for Proposal and Addenda, and exceptions or deviations from such terms, requirements, conditions, and/or specifications, if any, have been clearly and conspicuously identified as such in the Proposal. Respondent acknowledges that the proposed amount listed is fully-burdened to include all overhead, profit, necessary third-party solutions, expenses and travel but excluding costs for hardware provided by BRA.

**Does your company have ten (10) or more full-time employees? Check one box only.**

☐

**YES**

☐

**NO**

\_\_\_\_\_  
Name of Firm (Respondent)

\_\_\_\_\_  
Signature – Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Telephone Number

#### EXAMPLE RESPONSE TO LITIGATION HISTORY QUESTION

<u>Date</u>	<u>Parties</u>	<u>Nature/Description of Litigation</u>	<u>Outcome</u>
2010	XYZ, Inc. v. Owner	Owner brought suit against XYZ, Inc. claiming flawed design of a concrete pad.	XYZ, Inc. Nonsuited
2011	XYZ, Inc. v. Owner	XYZ, Inc. retained to design bike path, the path collapsed in construction and owner sued XYZ, Inc. and contractor	Settled
2012	XYZ, Inc. v. Contractor	Contractor claimed XYZ, Inc. negligent on a project where Contractor was constructing a tower and the tower allegedly incorporated incorrect materials. XYZ, Inc. disputes the allegations.	Ongoing

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

## NON-COLLUSION AFFIDAVIT

STATE OF TEXAS                      §

   §

COUNTY OF \_\_\_\_\_ §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature:

Printed  
Name:

Printed

Name:

Title:

Company:

Date:

SUBSCRIBED and sworn to before me the undersigned authority by \_\_\_\_\_ the \_\_\_\_\_ of, \_\_\_\_\_ on behalf of said bidder.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

My commission expires: \_\_\_\_\_

## VENDOR COMPLIANCE TO STATE LAW

Section 2252.002, Texas Government Code, provides that, in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate offices or principal place of business are outside of the State of Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident's principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

- A. Non-resident vendors in \_\_\_\_\_ (give state), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by state law. A copy of the statute is attached.

Non-resident vendors in \_\_\_\_\_ (give state), our principal place of business, are not required to underbid resident bidders.

- B. Our principal place of business or corporate office is in the State of Texas.

☐

Please Check or mark with an "X"

BIDDER:

\_\_\_\_\_  
(please print) By: \_\_\_\_\_ Company

\_\_\_\_\_  
(please print) Signature: \_\_\_\_\_

\_\_\_\_\_  
(please print) Title: \_\_\_\_\_

City / State \_\_\_\_\_ Zip \_\_\_\_\_

THIS FORM MUST BE RETURNED

VENDOR COMPLIANCE TO STATE LAW

## Brazos River Authority CMMS Upgrade

Please respond to each functionality requirement entering "X" in the applicable column (Yes or No) and complete the comments column as needed to support the response. Respondents must use only one code per requirement. Respondents can provide comments for each requirement. Respondents are to submit this table with the other required forms under Tab L (Required Forms) in their proposals. Note: The responses to this survey will be compared to vendor services and software licenses at the time of purchase. Please see the instructions in the main body of the RFP. Do not alter, add, delete, or modify the left column listing the requirements.

Valid Responses	Description	Comments Column
Yes	Supported in standard configuration	
No	Not supported or requires vendor modifications (customization).	Provide additional information

FUNC. #	FUNCTIONALITY CATEGORY / DESCRIPTION	Functionality Provided Out-of-the-Box		If Functionality is NOT Provided Out-of-the-Box, Comment on How it Could be Provided with Customization
		YES	NO	
<b>GENERAL INFORMATION – CATEGORY 1</b>				
<b>Security and Data Integrity – Part A</b>				
1	Does the application support integrated windows authentication?			
2	Are there unlimited numbers of security levels and roles?			
3	Does the application and database provide referential integrity?			
4	Can the application control add, change, and delete capabilities in all areas of the program?			
5	Is there an audit trail capability allowing tracking of all logins and data changes?			
6	Does the application have an error-checking capability for data formats, ranges, and user-definable logic?			
7	Are error, warning and other messages customizable by the user?			
8	Does the application support electronic signatures for closing work orders, approving purchase orders, and generating service requests?			
9	Do all security levels, roles, audit trails, and electronic signatures apply in the same manner to mobile devices?			
10	Is your application tested and certified against Microsoft service packs, updates, and patches? If yes, please comment on your process and frequency for testing, certification, and release of application patches.			
<b>User Interface – Part B</b>				
1	Is the application fully web based with no desktop application installation required?			
2	Can users create a template for any form (e.g., work order, PO, service request), including add/change/delete/hide capability for default values, tabs, fields and field labels?			
3	Are all application and form customizations upgradeable with software version upgrades? If no, please comment.			
4	Are there navigation aids to assist the user in minimizing movement between screens (e.g., user-definable tabs and toolbars; user-defined 'favorites'; user-definable hotkeys; user-definable macros)?			
5	Can the administrator add an unlimited number of custom fields?			
6	Can the user easily customize the look and feel of screens? (e.g., user-definable color options; use of distinguishing features such as use of shading or color to show 'required', 'optional', 'default', and 'display only' fields)?			
7	Can the administrator make changes to the database from within the CMMS for all data fields? (e.g. change field type/length, edit default/valid values, add formulas/references to other fields)			
<b>Look-Ups and Searches – Part C</b>				
1	Are look-up tables available and easily accessible for editing, for all coded fields?			
2	Are word searches available for all look-ups, (e.g., variety of wildcard options, auto-complete, search based on partial data)?			
3	Is there an easy-to-use search and replace feature available from within the CMMS for all field names, menu and screen labels, help text, and data (e.g., replace all mentions of "Widget 101" with "Acme 200")?			
<b>Data Entry – Part D</b>				
1	Is there a quick data entry screen for high-volume entries, such as system start-up or a dispatch desk, (i.e., customizable, multi-column 'spreadsheet mode' for any data entry screen)?			
2	Is there a data import through an external file (csv file, MS Excel spreadsheet) capability to facilitate bulk load or bulk modification of asset records, work order information, or maintenance activities?			
3	Is there a copy feature built into the CMMS that allows users to copy repetitive data for ease of data entry?			
4	Can the user define all default values to ease data entry?			
5	When entering data, can the user use word processing functionality to facilitate data entry, (e.g., word wrap; undo/redo feature; formatting capability such as bold, italic, underline, superscript, font change)?			
6	Can users add to master files and coded field tables 'on the fly' when entering data, without leaving the working screen (e.g., create an asset or add a problem code when entering a work order)?			
<b>Help Features – Part E</b>				
1	Does the application provide online help for end users for functions, fields, screens, menu items, icons, and codes?			
2	Is there online help specific to procedures (i.e., 'how-to' help, flowcharts, screen shots, examples, hyperlink to the actual screens)?			
3	Can the application administrator add or modify online help files?			
4	Is there a help index and search function?			
5	Is the original working screen visible while using the online help feature?			
6	Can online help messages be printed?			
7	Is there a Wizard feature which guides users through pre-defined processes such as work order creation, work order closing, PO creation, and establishment of a work flow?			

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FUNC. #	FUNCTIONALITY CATEGORY / DESCRIPTION	Functionality Provided Out-of-the-Box		If Functionality is NOT Provided Out-of-the-Box, Comment on How it Could be Provided with Customization
		YES	NO	
8	Please comment on how much classroom/CBT training you would recommend for the average novice user to take for your CMMS? Provide recommendations for the following personnel: - Maintenance supervisor - Maintenance planner - Operations and maintenance technician - Buyer - Non-maintenance employee			
1	Are work order priority fields available by type of work order based on work priority of the target asset?			
2	Can a scoring system be assigned for ranking the criticality of assets, as well as define relative risk?			
3	Will the priority automatically increase if work is not completed on schedule, according to a user-defined algorithm?			
4	Are priorities combined and used to propose time frames for task scheduling?			
5	Will the system update equipment or work order priorities if identified backup equipment is removed from service?			
<b>Planning and Scheduling – Part G</b>				
1	Can the schedule display in-process work orders, including revised hours by craft and crew to completion or % completion?			
2	Does the schedule display shutdowns, peak production periods, holidays?			
3	Is there a graphical schedule showing workload and resource availability by crew by day, with drilldown to work order details?			
4	Can work orders and/or available resources be dragged and dropped on a graphical schedule?			
5	Can laborers be assigned to work orders at any level on the equipment tree hierarchy based on job skills, location, safety requirements or employee schedule?			
6	Can 'what-if' analyses be conducted on the schedule?			
7	Can resources such as tools, cranes, or special equipment be scheduled, analyzed for utilization, and cost tracked?			
8	Are project management tools (PERT) or applications (MS Project) available directly through the application to schedule projects, preventive maintenance, and planned maintenance?			
9	Does the application contain features and functions for multi-year, long term, capital asset planning? (e.g. capital planning and budgeting, asset portfolio condition/risk assessment, asset rehabilitation and replacement cost forecasting models)			
10	Does the scheduling have functions for resource balancing utilizing planned absences and downtimes?			
11	Does the scheduling module recognize employee training/certification information by specific criteria (e.g. date range) when manually/auto assigning employees to work activities?			
12	Can schedules establish seasonality and multiple blackout periods for work orders and assets (i.e. start/stop dates, winter/summer)?			
<b>Budget – Part H</b>				
1	Does the application integrate directly with financial system general ledger (G/L)?			
2	Can actual maintenance costs be tracked and budgeted down to the G/L account code?			
3	Is the budgeting module directly integrated with the planned (committed) hrs./materials on the Work Orders?			
4	Can multiple cost types be budgeted and actual costs tracked against them?			
5	Is there detailed budgeting available for capital projects?			
6	Can what-if analyses be conducted on project/program budgets?			
7	Is activity based costing available?			
8	Are activity codes linked to G/L account codes?			
9	Can budgets be assigned for activity tasks/codes?			
<b>Asset Tracking - I</b>				
1	Can time and materials be charged directly to an asset?			
2	Can time and materials be charged directly to a high level group of assets?			
3	When assets are tracked, can user defined status be assigned (e.g., out for repair)?			
4	Can assets be identified as repairable with min/max values, attach rebuild specifications and spare parts, and capture rebuild data?			
5	Can assets be identified as requiring inspection or other quality control procedure?			
6	Can asset move history be tracked following multiple transfers between locations or sites?			
7	Does asset move history show move date, from/to location, from/to parent, WO/PO #'s, & move cost?			
8	Can costs be tracked for multiple lives of an asset (e.g., after rebuild), or total across all lives?			
9	Can actual repaired asset value be tracked in addition to asset depreciated value?			
10	Can an average repair cost be assigned to an asset?			
<b>Mobile Technology - J</b>				
1	Can the application be deployed with mobile technology (e.g., mobile handhelds and tablets)?			
2	Can work orders be accessed via the mobile device and completed with hours worked, work done, and parts used?			
3	Can spare parts required and other inventory information be accessed from mobile device?			
4	Can tools, materials, and required safety equipment be accessed from mobile device?			
5	Can a built-in scanner on the mobile device be used for reading 2D/3D/QR barcodes on assets/parts/badges?			
6	Can work requests be entered and accessed via the mobile device (e.g., upon PM inspection)?			
7	Can the full work order and asset history be accessed via the mobile device?			
8	Can asset and work order-related schematics, GIS maps, PDFs, photos, and videos be accessed via the mobile device?			
9	Can required safety/environmental documents for a specified work activity (e.g., hazardous chemical handling procedures) be accessed via the mobile device?			
<b>Personnel Management – Part K</b>				
1	Does the CMMS allow users to record personnel information (i.e. date of hire, education, vacation schedule, skills, training history, competencies, pay rates)?			

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		YES	NO	
2	Can users search for various competencies (i.e., certification, licenses, languages, skills, recertification notification, training history, contractor qualifications, etc.) in scheduling work orders with available internal and contractor resources?			COMMENTS
<b>Barcode Technology - L</b>				
1	Are barcoding systems supported by the application?			
2	Can barcode labels be printed for equipment/components, inventory parts/bins, and employee IDs?			
3	Are barcode label layouts user-definable?			
<b>Integration – Part M</b>				
1	Does the application integrate with INFOR (ERP) software? If yes, identify which application modules and explain the level of integration that can be achieved.			
2	Does the application integrate with the SCADA application and Historian data collection (e.g. for pump run times)? If yes, briefly describe the level of integration and the integration requirements.			
3				
4	Does the application integrate with another CMMS such as FacilityDude that is used by the City's facilities maintenance for building maintenance work orders and inventory? If yes, briefly describe the level of integration and the integration requirements.			
5	Does the application integrate with 3rd party wireless handheld devices? If yes, briefly describe the level of integration and the integration requirements.			
6	Does the application integrate with Autodesk AutoCAD software for smart asset tags? If yes, briefly describe the level of integration and the integration requirements.			
7	Does the application integrate with ESRI ArcGIS software? If yes, briefly describe the level of integration and the integration requirements.			
8	Does the application integrate with an Microsoft Exchange Online and Outlook email? If yes, briefly describe the level of integration and the integration requirements.			
9	Does the application integrate with Microsoft Project scheduling software? If yes, briefly describe the level of integration and the integration requirements.			
10	Does the application integrate with Microsoft SharePoint for electronic document and content management? If yes, briefly describe the level of integration and integration requirements.			
11				
12	Does the application integrate with external condition assessment applications? (e.g. vibration analysis software) If yes, briefly describe the level of integration that can be achieved.			
<b>Technology Architecture – Part N</b>				
	Which of the following technologies are included as an integral part of the application (please comment on any limitations or optional modules that would need to be licensed separately):			
1	Workflow engine?			
2	Graphical viewing tools (image rendering, supported formats)?			
3	Electronic Document Management (version control, check in/out, search index, red lining, etc.)?			
4	Application Development tools (used to build the screens, forms, layouts, etc.)?			
5	Business Intelligence tools (reporting tools and analysis)?			
6	Dashboard/portals (report and information dashboards)?			
7	Does the application support REST APIs and XML (Extensible Markup Language) protocols?			
8	Is the application extensible so that new tables and fields can be added to the database? If yes, please comment on any limitations.			
9	Is an API (Application Programming Interface) provided?			
10	Application provides for Single Sign-On (SSO) between Microsoft Active Directory (AD) and/or Azure AD user accounts?			
11	Application provides the ability to administer user accounts from a single screen within the application and interfaces in real-time with AD objects (users and/or computers)?			
12	Application uses Active Directory or LDAP supported interfaces to query and provide information?			
13	Application allows for SSL encrypted (minimum 128 bits) communication with AD?			
14	Application supports latest Google Chrome, Microsoft Edge, and Mozilla Firefox web browsers?			
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<b>ASSET INFORMATION – CATEGORY 2</b>				
<b>Vertical Asset Registry – Part A</b>				
1	Does the application handle the multiple rollup hierarchies within the vertical asset registry (e.g. buildings, process areas, equipment types)?			
2	Is there a user-definable specification template for recording tombstone data for equipment, components, parts, and personnel?			
3	Is there a Microsoft Windows Explorer style search and lookup capability for the application asset/equipment hierarchy, with drag and drop functionality for copying and moving objects?			
<b>Linear Asset Maintenance – Part A</b>				
1	Does the application handle the inventorying of 'linear assets' such as water pipelines, as well as accurate recording of work orders on linear assets?			
2	Does the application track sewer manholes, pipe specifications, pipe dimensions, and other appurtenances (e.g. cleanouts, valves, easements)?			
3	Can the application rate the condition of each linear asset or group of assets using methods that include deficiency scoring (i.e. NASSCO PACPL, 'general defect weighting' method, and 'percentage of new' methods)?			

Functional Priority	
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		YES	NO	
2	Are repaired parts tracked (e.g. serialized parts tracking) and internal shop charges tracked for parts repairs (e.g. machining in-house)?			
3	Does the application have default Failure Mode Effects and Consequence Analysis reports?			
<b>Approvals – Part F</b>				
1	Does the application book total dollars for planned labor & material used in establishing approval levels?			
2	How does the system handle cost overruns for total labor/material dollars booked?			
3	Can the user define approvals for status changes for Work Orders?			
4	Can the user set up multiple approvals where routing and notifications are automated?			
5	Can the user set up alternative approvals, e.g., when primary approver is on vacation?			
6	Can the user define approval limits as a range of costs?			
<b>Work Order Closure – Part G</b>				
1	Does the application allow restrictions on re-opening and charging labor/materials to closed work orders?			
2	Can the user prevent closing a work order based on work order status (e.g. missing/wrong info) or asset status (e.g. pending disposition)?			
3	Can the user record final asset disposition status before closing the work order?			
<b>CONDITION BASED MAINTENANCE – CATEGORY 4</b>				
<b>Preventive and Condition-Based Maintenance – Part A</b>				
1	Is there a standard library of industry data (e.g., typical assets found in water facilities) available in the application?			
2	Does the application support preventive maintenance (PM) task definitions with estimated task times?			
3	Does the application support corrective maintenance (CM) task definitions with RCM conditions and safety checklists linked to tasks?			
4	Can the user trigger PMs by calendar interval (e.g., every week), calendar anniversary (e.g., every Feb 3 and Mar 7), run-time interval (e.g., every 20 hrs. use), run time (e.g., perform at 2000 hrs. only), and event (e.g., a major storm)?			
5	Can the user establish PM procedures and schedules as a single set up for an equipment group (e.g., motors, pumps), and then establish exception triggers that are specific to an individual piece of equipment within that group?			
6	Can the user schedule the next PM based on the last performed date (e.g., change the next scheduled PM to reflect the established PM interval once the PM has been completed)?			
7	Can users easily identify open, missed, and incomplete PMs?			
8	Can PMs be triggered by condition indicator (e.g. linked data from SCADA), including multiple indicators per asset, nesting of triggers with different cycles, and recommended corrective actions?			
9	Can the application trigger PMs on a preferred day or date if meter reading is within tolerance?			
10	Does the application contain functionality for PM shadowing to avoid duplicate PM's?			
11	Can the application forecast and schedule the next meter reading based on historical readings?			
12	Can the application trigger PMs based on calculations of previous asset condition readings (e.g., average, average variance, sum, median, max, or min of last 10 readings must be within certain control limits)?			
13	Can the application trigger PMs based on other data fields in the CMMS? (e.g., when ultrasonic reading is greater than the nominal wall thickness by a given factor)?			
14	Can the application trigger PMs by time, usage, events, condition, or external inputs (e.g. SCADA run times)?			
15	Can PM history be used to automatically correct or update future PM schedules?			
16	Does the application allow for PM scheduling based on a specified hour (e.g. 9:00 pm at start of night shift), number of recurrences, recurring months/weeks/days of the week, specific calendar dates, specific dates as exceptions (e.g. blackout periods), and seasonal driven (summer and winter)?			
17	Is there a master PM Schedule that displays forecasted PM cycles, shutdown periods, peak production periods, and holidays?			
18	Can the user establish the sequence of assets in a grouped/multiple PM activity?			
19	Can the user identify a 'critical percent' for each asset/procedure (where 0% = PM just done, 100% = PM just due, 200% = PM not done after one complete cycle, etc.)?			
20	Can the system generate and track a Facility Condition Index, a standard index used to assess the condition of a building asset, defined as the ratio of renewal cost in a given year to the replacement cost of an asset converted to a percentage (i.e., facility is in good condition if FCI less than 5% and in critical condition of FCI greater than 20%)?			
<b>Inspection &amp; Risk Assessment (PD) – Part B</b>				
1	Can the application manage multiple inspections at multiple points on a single asset?			
2	Can the application manage the results of risk-based assessments that assign probability and criticality of failure for each asset?			
3	Can the user define a confidence rating on the calculated risk for each asset?			
4	For a given inspection, can the application provide nominal (i.e. expected) values?			
5	Can the user define a formula to determine the critical value for inspection readings?			
6	Can the application automatically trigger a PM, or delay scheduled PMs, if a critical value is reached on an inspection?			
7	Can the user define minimum and maximum threshold values for inspection readings?			
8	Can the user define a tolerance percent for inspection readings?			
9	Can application use regression analysis to predict the next date for reaching the critical value?			
10	Can user record an extreme value (i.e., cannot exceed this amount) for inspection readings?			
<b>INVENTORY CONTROL / PURCHASING – CATEGORY 5</b>				
<b>Inventory Control and Purchasing – Part A</b>				
1	Is the inventory module structured to support various methods of managing inventory, including LIFO, FIFO, average costing, and standard costing?			
2	Is EOQ calculated in the inventory module?			
3	Are ABC and XYZ analyses done within the application?			

Functional Priority	
	1= must have or common functionality 2= nice to have
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		YES	NO	
4	Does the reorder point have smoothing capability (i.e., to avoid spikes from heavy PM usage, projects, shutdowns, etc.)?			
5	Are service levels analyzed by part and part category?			
6	Can the user conduct 'what-if' analyses on service levels to estimate resultant inventory values and to understand the relationship between reorder points and lead times?			
7	Is inventory usage history automatically checked to recommend adjustments to reorder points, lead times, and maximum levels?			
8	Can the user toggle between a graphics parts book and the equipment/parts master, including drill down on graphic hot spots and corresponding drill down on the equipment and parts master hierarchy?			
9	Can individual parts or components be serialized, and entire repair history and associated costs tracked (i.e., move history from receipt to placement in equipment, to vendor repair, to receipt upon return, to inventory costed at actual repaired value, to new parent equipment)?			
10	Is there cross-referencing from inventory stock numbers to equipment number to asset number to manufacturer part numbers?			
11	Is there a conversion capability for multiple units of measure (e.g., issue units and order units)?			
12	Does the system handle fractional quantities and accommodate at least three decimal points for unit price?			
13	Does the system handle multi-warehouse sites and multiple storerooms at a single site?			
14	Does the application handle kitting for spare parts (i.e., set up at item master level defining parent-child list of items in a kit, manage assembly and disassembly of kits; manage transactions of kits including issues, receipts, and transfers)?			
15	Can the user ensure that an inventory item is subject to receiving inspection, including ability to accept or reject item with reason codes and ability to analyze/report on receiving inspection results and statistics?			
16	Does the application provide for the cycle counting of inventory parts and materials?			
17	Can the user build a hierarchy of parent/child relations between supplier companies?			
18	Does the application track supplier history including total dollars shipped, number of over/under-shipments, number of times back-ordered, number of late shipments, number of times damaged goods shipped, cost of rejects, poor packaging, wrong material, and user-defined fields?			
19	Can the user rate suppliers, i.e., both table-driven "qualitative" ratings and "quantitative" ratings with system-calculated values tied to supplier history and qualitative ratings?			
20	Can the system handle e-procurement (e.g., internal e-catalogue, link to external e-catalogue, list of frequently purchased items, integrated shopping cart to build purchaser orders, quotations, and vendor invoices)?			
21	Does the application have a purchase order system that includes tracking of the following information: expected delivery dates, multiple account codes, status codes, multiple ship-to locations, tax codes, receiving acknowledgements, and under/over receipt % tolerance?			
<b>Spare Parts Selection – Part B</b>				
1	Can the user flag parts as critical spares?			
2	Can the user flag parts as to hazardous materials?			
3	Can the user drill down on standard parts to view nameplate detail from the inventory control module?			
4	Can the user access drawings showing standard parts for the asset and linked to the detailed parts information?			
5	Can the user see detailed parts status from within the work order screen?			
6	Can the user view stock levels of each part within the work order screen?			
7	Can the user select parts from multiple warehouses within the work order screen?			
8	Can the user receive parts back into stores as quantity to be repaired and block the parts from selection?			
9	Will the parts list for required materials/supplies print with PM activities?			
<b>CALIBRATION MANAGEMENT – CATEGORY 6</b>				
<b>Calibration Module Features – Part A</b>				
1	Does the application have a calibration module with an equipment master list specific to calibration instruments and loops, gauges, test equipment, etc.?			
2	Does the application record instrument calibration parameters and setpoints?			
3	Does the application track parts and suppliers linked to calibration instruments/test gear?			
4	Does the application allow the user to define test points and link the test points to the calibration?			
5	Does the application allow for standard operating procedures (SOP's) for calibration, and associate SOP #'s for calibration instruments/test gear?			
6	Can the application create PM's that drive calibration work orders?			
7	Can the application automatically calculate, schedule and track calibration due dates and cycles?			
8	Does the application define kits of instruments, track all issuances, and batch calibration scheduling for kits?			
9	Does the application set up, compare and track your calibration results, including calibration sequences, test point data, tolerances, process control limits, 'As Found' results, 'As Left' results, action taken, and calibration status?			
10	Can a system-generated calibration status be based on tolerance/alert limits and actual reading (i.e., status = pass, fail, recalibrate, etc.)?			
11	Does the application generate standard reports including calibration instrument inventory; calibration equipment listing showing equipment requiring calibration; calibration history for a given instrument/loop; and reverse traceability report to show work orders for calibrated equipment?			
12	Can the user schedule and manage calibration of gauges and test equipment?			
13	Does the application record and manage to measurement standards?			
<b>ANALYSIS / REPORTING – CATEGORY 7</b>				
<b>Analytical Reporting – Part A</b>				
1	Does the application provide a "Dashboard" view for facilities, assets, work orders, and planned/scheduled activities including visual performance metrics (e.g. stoplights, gauges, icons)?			

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		YES	NO	
2	Does the application provide 'Drill-around' capability that allows the user to easily navigate between modules, for example from equipment records, to maintenance history, to spare parts inventory, to purchase order history, to vendors, to current pricing on the equipment?			
3	Is there 'drill-down' capability for dashboards, (i.e., any element such as a gauge or stop sign can be drilled down to get live data, single click access to summary data regarding each element, continuous drill-down for greater detail)?			
4	Can the user customize the view for a listing (i.e., user can adjust column width, drag and drop columns, word wrap within a column, etc.)?			
5	Are reports, listings, queries, and graphs generated within the application easily customizable by the user for sorting, ranking, filtering, formatting, subtotals, etc.?			
6	Does the application have an analytics module that allows users to create parameters, then create equations with these parameters, determine correlation, conduct time series analysis, and perform probability calculations on these parameters?			
7	Does the application provide a balanced scorecard report with integration to organization strategic goals/objectives, customized scoring, etc.?			
8	Does the application provide a report for key performance indicators (KPIs) and targets that are user customizable, linked to real-time data, include graphs of historical trends, and have defined low/high/acceptable ranges for each KPI?			
<b>Budgeting and Cost Reporting – Part B</b>				
1	Can the user budget and track actual maintenance costs against budget within the application?			
2	Is the budgeting module directly integrated with the planned hours and planned material usage on the work orders?			
3	Can the user perform 'what-if' analysis on the budget by generating work orders or preparing a work plan in simulation mode, with an opportunity to accept or reject results of the simulation?			
4	Is activity-based-costing (ABC) fully integrated into the application?			
5	Does the application handle 'cradle to grave' asset lifecycle accounting, i.e., covers all aspects of accounting from the original decision to replace versus repair an asset, developing the business case, acquiring the asset, deploying it, maintaining it, through redeployment, retirement and disposal?			
6	Can the user track and summarize 'parent' and 'child' year-to-date and total lifecycle costs (i.e. TCO or total cost of ownership) within the equipment hierarchy?			
7	Can the user track equipment costs by user-defined statistics (e.g., cost per ton produced, cost per mile, cost per million gallons processed)?			
8	Can the user track and summarize work order and project costs broken down by labor, material, contract, etc.?			
<b>Failure/Statistical Analysis – Part C</b>				
1	Does the application provide for failure analysis of equipment that has for what ever reason failed in process?			
2	Are frequencies and probabilities analyzed for problems/complaints, root causes, and actions taken?			
3	Is Pareto analysis done for problem/cause/failure/action codes?			
4	Is mean-time-between-failures (MTBF) tracked and determined for specific root causes?			
5	Is mean-time-to-repair (MTTR) tracked?			
6	Is mean-wait-time (MWT) tracked?			
7	Is time since the last failure tracked by failure types, user-defined root causes, user-defined actions taken, and from the last checkpoint?			
8	Is down time tracked by asset?			
9	Does the application support statistical analysis of frequencies and probabilities for critical application data, including idle or delay time, work order status history, equipment availability, equipment performance, and product quality?			
10	Does the application support asset related analyses for reliability, performance, utilization, availability, and quality impacts?			

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## SERVICE PROVIDER CONTRACT

In consideration of the mutual promises as set forth below, this Service Provider Contract ("Contract") is entered into as of the date last executed below ("Effective Date"), by and between **PROVIDER NAME** ("PROVIDER"), with a mailing address of **ADDRESS**, and the **Brazos River Authority** ("BRA"), with a mailing address of 4600 Cobbs Drive, Waco, Texas 76710.

### Section I. Performance of Work

**1.1** The PROVIDER hereby agrees to provide, perform, and complete to the satisfaction of the BRA all of the "Work" specified in "Exhibit A", attached hereto and incorporated by reference herein **[ADD IF APPLICABLE: and the Bid Documents, incorporated by reference herein]**. The term "Work" as used herein shall mean any and all services, including but not limited to the detailed description of tasks set forth in "Exhibit A", to be performed by the PROVIDER. **[ADD IF APPLICABLE: In the event this Contract and the Bid Documents conflict, this Contract shall supersede the Bid Documents.]**

**1.2** In performing the Work, the PROVIDER shall provide all necessary labor, services, transportation, information, data, and other means and items necessary to perform the Work.

**1.3** The PROVIDER hereby covenants and agrees, as an independent contractor, to perform the Work required in strict accordance with the terms and provisions of this Contract and in a manner consistent with the level of care and skill ordinarily exercised for similar services in the State of Texas.

**1.4** It is understood that the BRA has a vested interest in the quality of the Work to be performed under this Contract, and thus may make suggested revisions or recommendations regarding the Work to be performed under this Contract. The PROVIDER may accept or reject any such suggestions or recommendations. Acceptance of any such suggestions or recommendations shall not relieve the PROVIDER from any of PROVIDER's responsibilities or obligations under this Contract.

### Section II. Contract Price and Payment

**2.1** Payments for performance of the Work contemplated by this Contract shall be in the amount and in accordance with the provisions set forth in "Exhibit B", attached hereto and incorporated by reference herein.

**2.2** Nothing contained in this Contract shall require BRA to pay for any Work that is unsatisfactory as determined by BRA or which is not submitted in compliance with the terms of this Contract.

**2.3** BRA will not be required to make any payments to the PROVIDER, when the PROVIDER is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which BRA may have if the PROVIDER is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. Nothing contained herein shall be construed as authorizing additional fees for services to complete actions not specifically listed for successful completion of the Work.

### **Section III. Term**

**3.1** The term of this Contract shall be for a period of one (1) year, commencing on the Effective Date, and may, at the sole discretion of BRA, be renewed by subsequent written agreement of the parties for up to four (4) additional one (1) year periods, for a total potential term of five (5) years. [OR IF APPLICABLE: The services of the PROVIDER shall commence on the Effective Date of this Contract and shall continue until the Work is completed.]

**3.2** The PROVIDER additionally agrees to abide by any and all schedules or timing representations set forth in "Exhibit A".

### **Section IV. Revisions to Work**

**4.1** BRA reserves the right to direct substantial revision of the Work after acceptance by BRA as BRA may deem necessary; but in such event BRA shall pay the PROVIDER equitable compensation for services rendered in making such revisions. In any event, when the PROVIDER is directed to make substantial revisions that are in addition to or alter the Scope of Work established in "Exhibit A", the PROVIDER shall provide to BRA a written proposal for the entire cost involved in the revisions.

**4.2** Prior to the PROVIDER undertaking any substantial revisions as directed by BRA, BRA must authorize in writing the nature and scope of the revisions, accept the method and amount of compensation, and the time required to perform all phases of the Work.

**4.3** If revisions of the Work are required by reason of the PROVIDER's error or omission, then such revisions shall be made by the PROVIDER without additional compensation and in a timeframe as directed by BRA.

**4.4** It is expressly understood and agreed by the PROVIDER that any compensation not specified in "Exhibit B" shall require prior written approval by BRA.

### **Section V. The PROVIDER's Coordination with BRA**

**5.1** The PROVIDER shall be available for conferences with BRA so that Work can be completed with the full benefit of BRA experience and knowledge of existing needs and

facilities and be consistent with current policies and standards of the BRA. PROVIDER may request BRA to make available existing plans, maps, field notes, and other data in its possession relative to the Work.

## **Section VI. Termination**

**6.1** This Contract may be terminated at any time by BRA for any cause without penalty or liability. Upon receipt of such notice by BRA, the PROVIDER shall immediately discontinue all services and actions on behalf of BRA.

**6.2** As soon as practicable after receipt of notice of termination, the PROVIDER shall submit a written statement showing in detail the costs of services performed but not paid for under this Contract through the date of termination. The PROVIDER will forward to BRA all portions of the Work performed through the date of termination, including required warranties. BRA shall then pay the PROVIDER promptly the accrued and unpaid amounts due for services to the date of termination, to the extent the services are approved by BRA.

## **Section VII. Default**

**7.1** BRA may terminate this Contract without prejudice to any other remedy it may have, when the PROVIDER defaults in performance of any provision herein, or fails to carry out the Work in accordance with the provisions of this Contract.

**7.2** On such termination, BRA may take possession of all the intellectual property prepared or gathered to date [OR IF APPLICABLE: equipment, and/or parts pertinent to the equipment, repaired or purchased to date] in performance of the Work, including required warranties, and finish the Work in whatever way BRA deems expedient. On such default by the PROVIDER, BRA may elect not to terminate the Contract, and in such event, BRA may make good the deficiency in which the default consists and deduct the costs from the Contract sum to become due to the PROVIDER.

## **Section VIII. Insurance**

**8.1** The PROVIDER shall, at PROVIDER's sole expense, maintain insurance coverage as set forth below:

**General Liability Insurance:**

Bodily Injury	\$ 500,000 per person
Bodily Injury	\$ 1,000,000 per occurrence
Property Damage	\$ 1,000,000 per occurrence
Aggregate	\$ 2,000,000

**Workers' Compensation:** Statutory



Automobile Liability:	\$ 1,000,000 per claim / aggregate
Employers' Liability	\$ 1,000,000 policy limit
<b>Pollution Liability</b>	<b>\$ 1,000,000 per claim / aggregate</b>

**8.2** The PROVIDER shall not commence providing Work under this Contract until such required insurance is in full force and effect, and until such insurance has been reviewed and deemed adequate by the BRA. The PROVIDER shall not allow any subcontractor to commence providing services on PROVIDER's subcontract until such time as PROVIDER's subcontractor(s) has obtained all requisite insurance. The PROVIDER shall not commence any Work until the aforementioned requirements have been met. Approval of insurance by the BRA shall not relieve or decrease the liability of the PROVIDER hereunder.

**8.3** All required policies shall name BRA as an additional insured, except Workers' Compensation and Employers' Liability Insurance. As proof of the PROVIDER's insurance coverage, the PROVIDER shall furnish to BRA valid certificates of insurance of the types and limits required herein, listing BRA as the certificate holder and additional insured, prior to commencing Work on the project. In the event PROVIDER's insurance coverage does not provide for automatic additional insured coverage, PROVIDER shall provide BRA an additional insured endorsement along with its certificate. In addition, the required insurance coverage shall contain a provision that coverage afforded under the policies will not be materially changed or canceled without provision of thirty (30) days written notice to BRA. The insurance requirements shall remain in effect throughout the term of the Contract.

**8.4** Concerning insurance to be furnished by the PROVIDER, it is a condition precedent to acceptability thereof that:

- i. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by the PROVIDER; and
- ii. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas.

**8.5** The PROVIDER agrees to the following:

- i. The PROVIDER hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall not have the right to recovery or subrogation against BRA, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies.



ii. Companies issuing the insurance policies and the PROVIDER shall have no recourse against BRA for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of the PROVIDER.

iii. Approval, disapproval, or failure to act by BRA regarding any insurance supplied by the PROVIDER (or any subcontractors) shall not relieve PROVIDER of full responsibility or liability, if any, for damages and accidents as set forth in the Contract. Neither shall the insolvency or denial of liability by the insurance company exonerate the PROVIDER from liability.

iv. No special payments shall be made for any insurance that the PROVIDER and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices.

v. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

#### **Section IX. No Third-Party Beneficiary**

**9.1** No claim as a third-party beneficiary under this Contract by any person, firm, or corporation shall be made or be valid against the BRA, and the BRA shall not be liable for or be held to pay any money to any such person.

#### **Section X. Successors and Assigns**

**10.1** The PROVIDER shall not assign this Contract in whole or part, assign any of its rights or obligations under this Contract or assign any payment due or to become due under this Contract, without the prior, express written consent of the BRA.

**10.2** Any attempted or purported assignment by the PROVIDER without the BRA's approval shall be void and of no force and effect and shall constitute a default under this Contract.

#### **Section XI. Liability**

**11.1** Acceptance of the Work by BRA shall not constitute nor be deemed a release of the responsibility and liability of the PROVIDER, its employees, agents, assigns or subcontractors for the accuracy and competency of the Work contemplated by this Contract.

**11.2** The PROVIDER shall be solely and completely responsible for performing the Work with diligence and in a manner consistent with the level of care and skill ordinarily exercised for such similar services in the State of Texas.

## **Section XII. Indemnification**

**12.1** THE PROVIDER SHALL COMPLY WITH THE REQUIREMENTS OF ALL APPLICABLE LAWS, RULES AND REGULATIONS AND SHALL INDEMNIFY, KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES RESULTING FROM FAILURE TO DO SO.

**12.2** IN ADDITION, THE PROVIDER AGREES TO INDEMNIFY, KEEP, SAVE AND HOLD BRA HARMLESS FROM ANY AND ALL ACTIONS, LIABILITIES, DAMAGES, JUDGMENTS, COSTS AND EXPENSES INCLUDING REASONABLE ATTORNEY'S FEES, IN CASE AN ACTION IS FILED OR DOES IN ANY WAY ACCRUE AGAINST BRA, ITS OFFICIALS, OFFICERS, AND EMPLOYEES IN CONSEQUENCE OF THIS CONTRACT FOR ANY NEGLIGENT ACT OR OMISSION OF THE PROVIDER IN THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT, OR THAT MAY RESULT FROM THE CARELESSNESS OR LACK OF SKILL OF THE PROVIDER OR THE PROVIDER'S AGENTS, SUBCONTRACTOR, ASSIGNS OR EMPLOYEES. IN THE EVENT A JUDGMENT IS RECOVERED AGAINST BRA FOR ANY SUCH LIABILITY, COSTS OR EXPENSES, SUCH JUDGMENT SHALL BE CONCLUSIVE AGAINST THE PROVIDER.

**12.3** IT IS SPECIFICALLY UNDERSTOOD AND AGREED BY THE PROVIDER THAT SUCH INDEMNITY IS INDEMNITY BY THE PROVIDER TO INDEMNIFY AND PROTECT BRA FROM LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES OR CAUSES OF ACTION CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROVIDER, THE PROVIDER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROVIDER EXERCISES CONTROL. BRA AGREES TO GIVE PROVIDER PROMPT NOTICE OF ANY CLAIM, CONTROL OF THE DEFENSE OR SETTLEMENT OF THAT CLAIM AND REASONABLE ASSISTANCE AND INFORMATION RELATED TO THE CLAIM.

## **Section XIII. Confidentiality**

**13.1** During the performance of this Contract, the PROVIDER has or will have access to confidential or proprietary information belonging to BRA. The PROVIDER herein agrees to maintain the confidentiality of the information received from BRA and information derived from performance of the Work.

**13.2** This obligation shall not apply to information already in the public domain or to disclosures required by law, including the Texas Public Information Act.

## **Section XIV. Severability**

**14.1** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract are for any reason held to be

invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **Section XV. Independent Contractor**

**15.1** The PROVIDER covenants and agrees that PROVIDER is an independent contractor and not an officer, agent, servant or employee of BRA. The PROVIDER hereby acknowledges that it shall have exclusive control of and exclusive right to control the details of the Work, performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, and subcontractors.

**15.2** In addition, the PROVIDER agrees that the doctrine of *respondeat superior* shall not apply as between BRA and the PROVIDER and nothing herein shall be construed as creating a partnership or joint enterprise between BRA and the PROVIDER.

#### **Section XVI. Disclosure**

**16.1** By signature of this Contract, the PROVIDER acknowledges to BRA that PROVIDER has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect.

**16.2** The PROVIDER further agrees that PROVIDER will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

#### **Section XVII. Compliance with Laws and Licenses**

**17.1** The PROVIDER shall at all times observe and comply with all the provisions of the laws of the State of Texas and federal laws, rules and regulations which in any manner limit, control, or apply to the actions or operations of the PROVIDER, his subcontractor(s), or his or their employees, agents or servants, engaged in performance of the Work.

#### **Section XVIII. Venue and Choice of Law**

**18.1** The parties to this Contract agree and covenant that this Contract will be enforceable in McLennan County, Texas and that if legal action is necessary to enforce this Contract, exclusive venue will lie in McLennan County, Texas.

**18.2** This Contract shall be construed under Texas law (without regard for choice of law considerations).

#### **Section XIX. Entire Agreement**

**19.1** This Contract sets forth the entire agreement between the BRA and the

PROVIDER with respect to the accomplishment of the Work and the payment of the Contract price therefore, and there are no other understandings or agreements, oral or written, between the BRA and the PROVIDER with respect to the Work and the compensation therefore, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

#### **Section XX. Amendments**

**20.1** No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed by the BRA and the PROVIDER.

#### **Section XXI. Headings**

**21.1** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

#### **Section XXII. Remedies**

**22.1** No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition of this Contract.

#### **Section XXIII. Review of Contract**

**23.1** The PROVIDER has carefully examined, reviewed, and accepted this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to the PROVIDER's provision, performance or completion of the Work, the Contract price or Contract schedule that have not been clarified in writing by the BRA to the satisfaction of the PROVIDER.

#### **Section XXIV. Right to Audit**

**24.1** The PROVIDER shall establish and maintain a reasonable accounting system that enables BRA to readily identify the PROVIDER's assets, expenses, costs of goods, and use of funds. BRA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the PROVIDER, including, but not limited to those kept by the PROVIDER, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc); all paid vouchers

including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; canceled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; Contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

**24.2** The PROVIDER shall, at all times during the term of this Contract and for a period of ten years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The PROVIDER shall at any time requested by BRA, whether during or after completion of this Contract, and at the PROVIDER's own expense make such records available for inspection and audit (including copies and extracts of records as required) by BRA. Such records shall be made available to BRA during normal business hours at the PROVIDER's office or place of business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for BRA.

**24.3** The PROVIDER shall ensure BRA has these rights with the PROVIDER's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the PROVIDER and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the PROVIDER's obligations to BRA.

## **Section XXV. Security & Emergency Management**

**25.1** The PROVIDER shall coordinate any relevant security matters with the BRA. In the event of an emergency, the PROVIDER shall be responsible for effectively and efficiently notifying BRA.

**25.2** If requested by BRA, the PROVIDER shall familiarize themselves with the BRA's emergency management programs, notification flowcharts, and response processes established by BRA. In the event of an emergency, PROVIDER shall follow all of BRA's emergency management programs as well as efficiently and effectively notify BRA of such emergency.

## **Section XXVI. Boycotting Provisions [DELETE IF CONTRACT IS UNDER 100K OR IF PROVIDER HAS UNDER 10 EMPLOYEES]**

**26.1** PROVIDER hereby verifies that PROVIDER:

- i.** Does not currently, and will not for the term of the Contract, boycott Israel;
- ii.** Does not currently, and will not for the term of the Contract, boycott any company that engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to

meet environmental standards beyond applicable federal and state law;

- iii. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Contract against a firearm entity or firearm trade association.

## Section XXVI. Notices

**26.1** All notices, communications, and reports required under the Contract shall be personally delivered or mailed to the respective parties by certified mail, return receipt requested, or by standard overnight courier, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party of a change in address. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for BRA, to:

Brazos River Authority  
4600 Cobbs Drive  
Waco, Texas 76710

If intended for the PROVIDER, to:


IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, in multiple counterparts, intending to be bound thereby as of the Effective Date.

**BRAZOS RIVER AUTHORITY**

**PROVIDER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: **DAVID COLLINSWORTH**

Name: \_\_\_\_\_

Title: **GENERAL MANAGER/CEO**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

TEMPLATE

**EXHIBIT B  
COMPENSATION**

**Section I. Compensation**

**1.1** The PROVIDER shall be compensated for the Work provided under this Contract on a time and materials basis up to the not-to-exceed amount of the labor and equipment rental and the applicable scenario as set forth in the table below:

Description	Total Not-to-Exceed Cost
<b>Total Not-to-Exceed Contract Price .....\$</b>	

**Section II. Price Escalation/De-Escalation Clause**

**2.1** A price escalation request may not be made for at least ninety (90) days after the start of the current Contract term, and not more than once during the Contract term. Price Escalation requests may be made prior to or during subsequent renewal terms, but not more than once during each renewal term. The price for any product or service may not increase without written approval by BRA. Any price escalation request must be submitted in writing to the BRA and, if requested, VENDOR must provide acceptable documentation supporting the request. BRA will provide a written response to the price escalation request within thirty (30) days of receipt. BRA reserves the right to negotiate reductions in price due to changes in market conditions at any time during the Contract term(s).

**Section III. Invoicing**

**3.1** The BRA normally will pay properly submitted PROVIDER invoices within thirty (30) days of receipt providing goods and/or services have been delivered and accepted as specified.

Invoices must be received in the BRA's Finance and Administration office no later than the 10th of the following month and presented for payment in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the following address for processing.

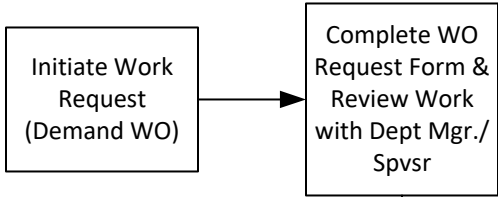
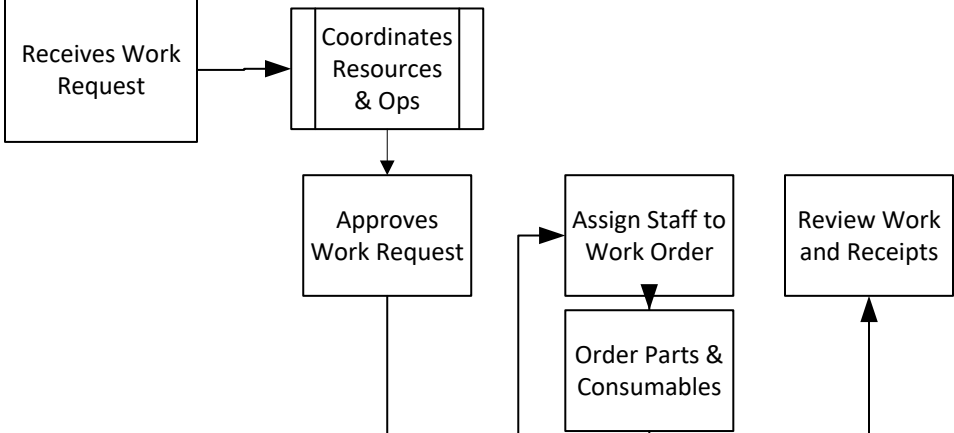
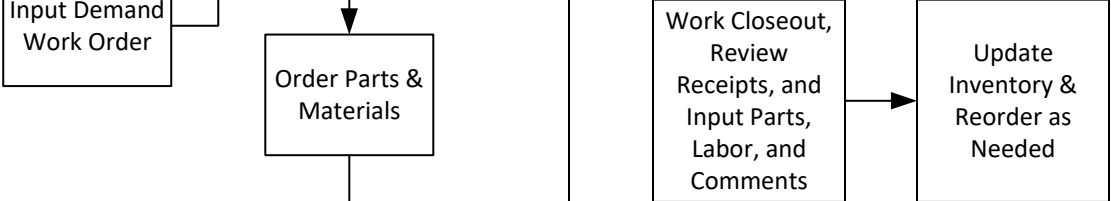
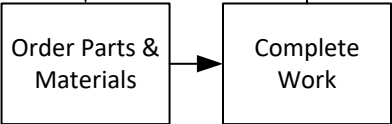
Brazos River Authority  
Accounts Payable  
PO Box 7555  
Waco, Texas 76714


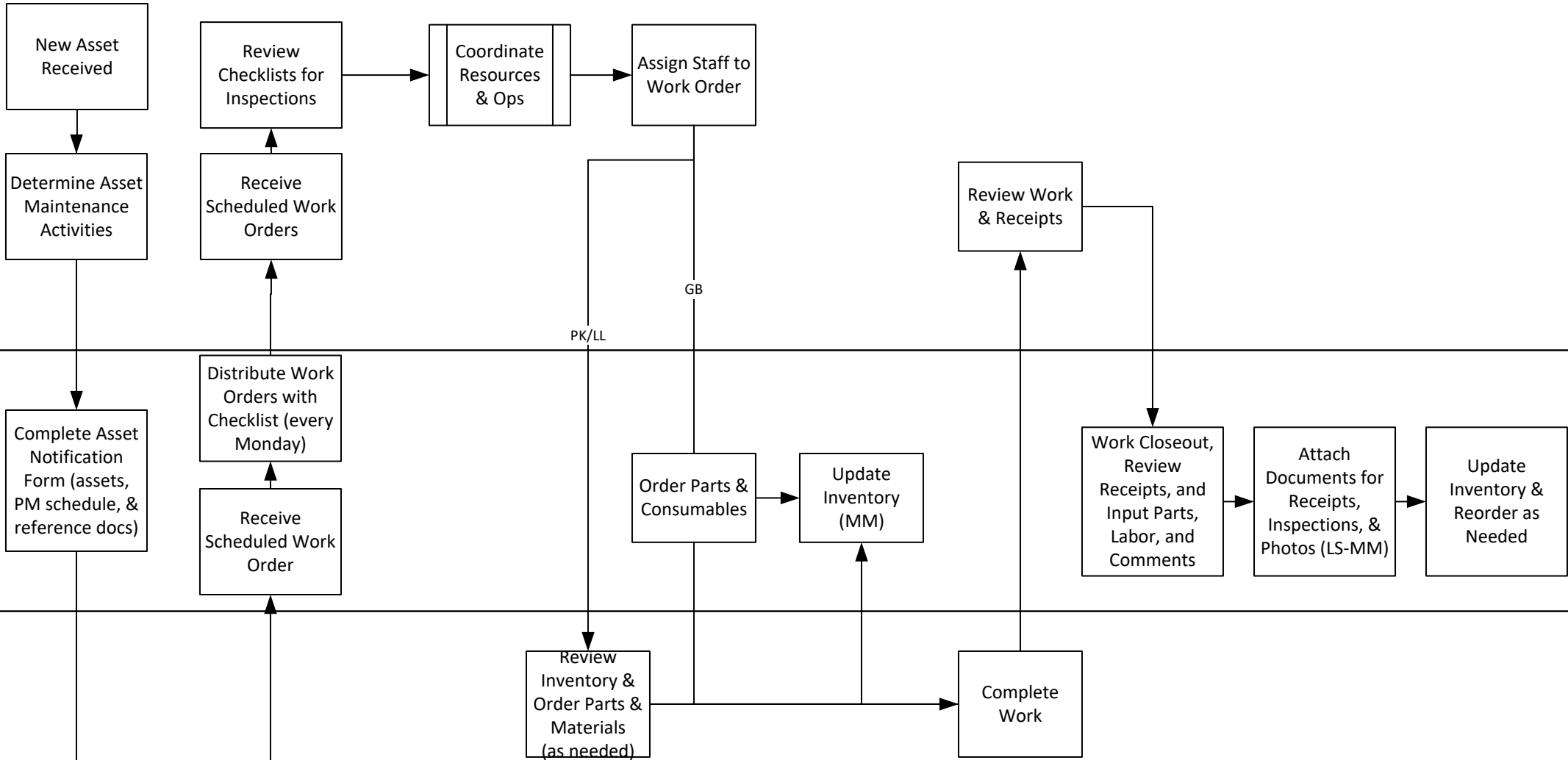
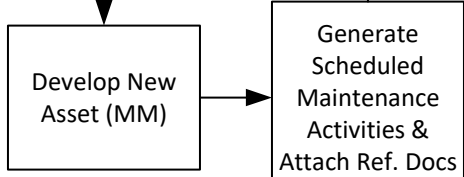
**3.2** The BRA has set a goal to have as much paperwork as possible submitted electronically. PROVIDER is asked to submit invoices electronically to the following Accounts Payable email address: [accounts.payable@brazos.org](mailto:accounts.payable@brazos.org). PROVIDERs who use the electronic submittal should not mail the original invoice.

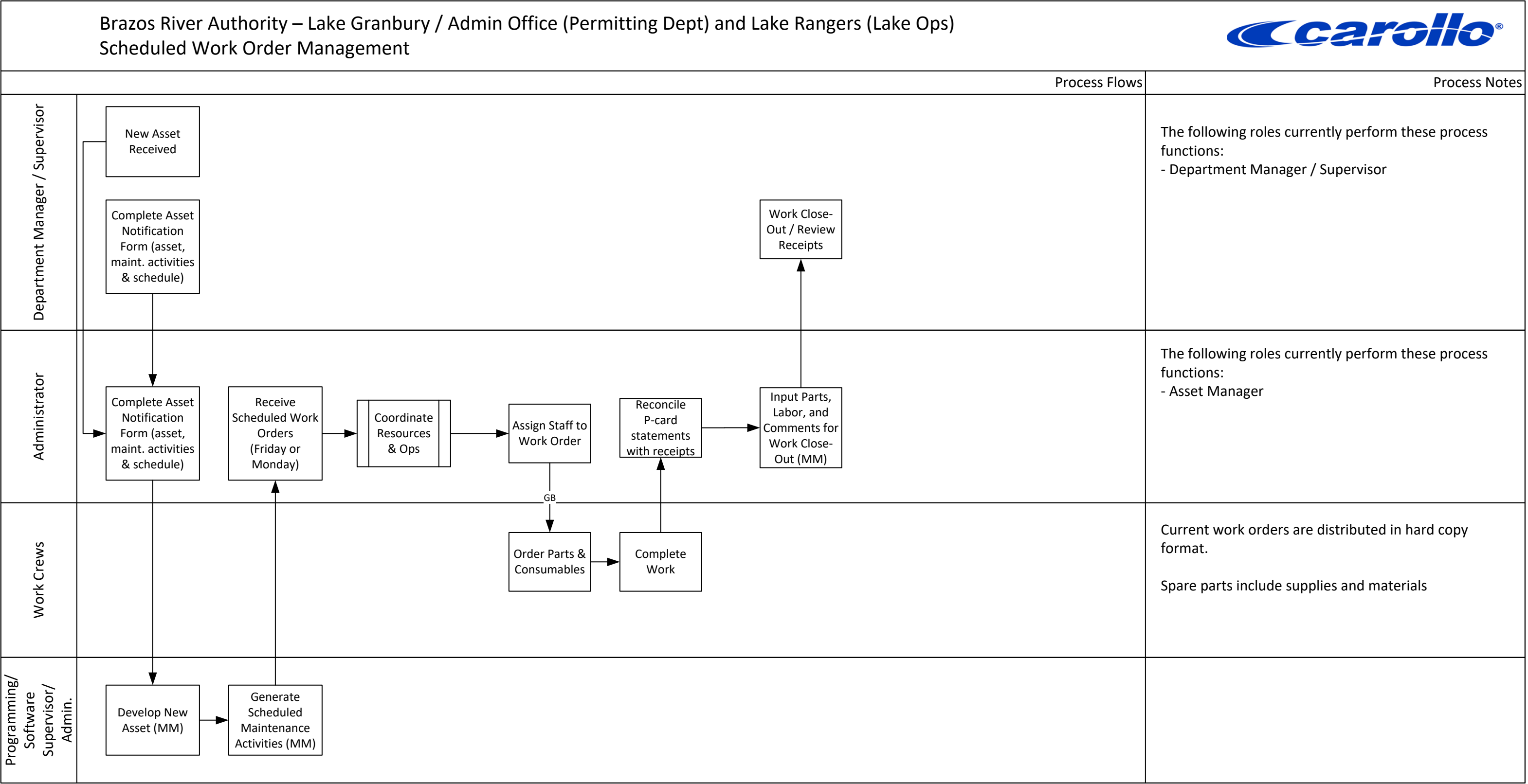


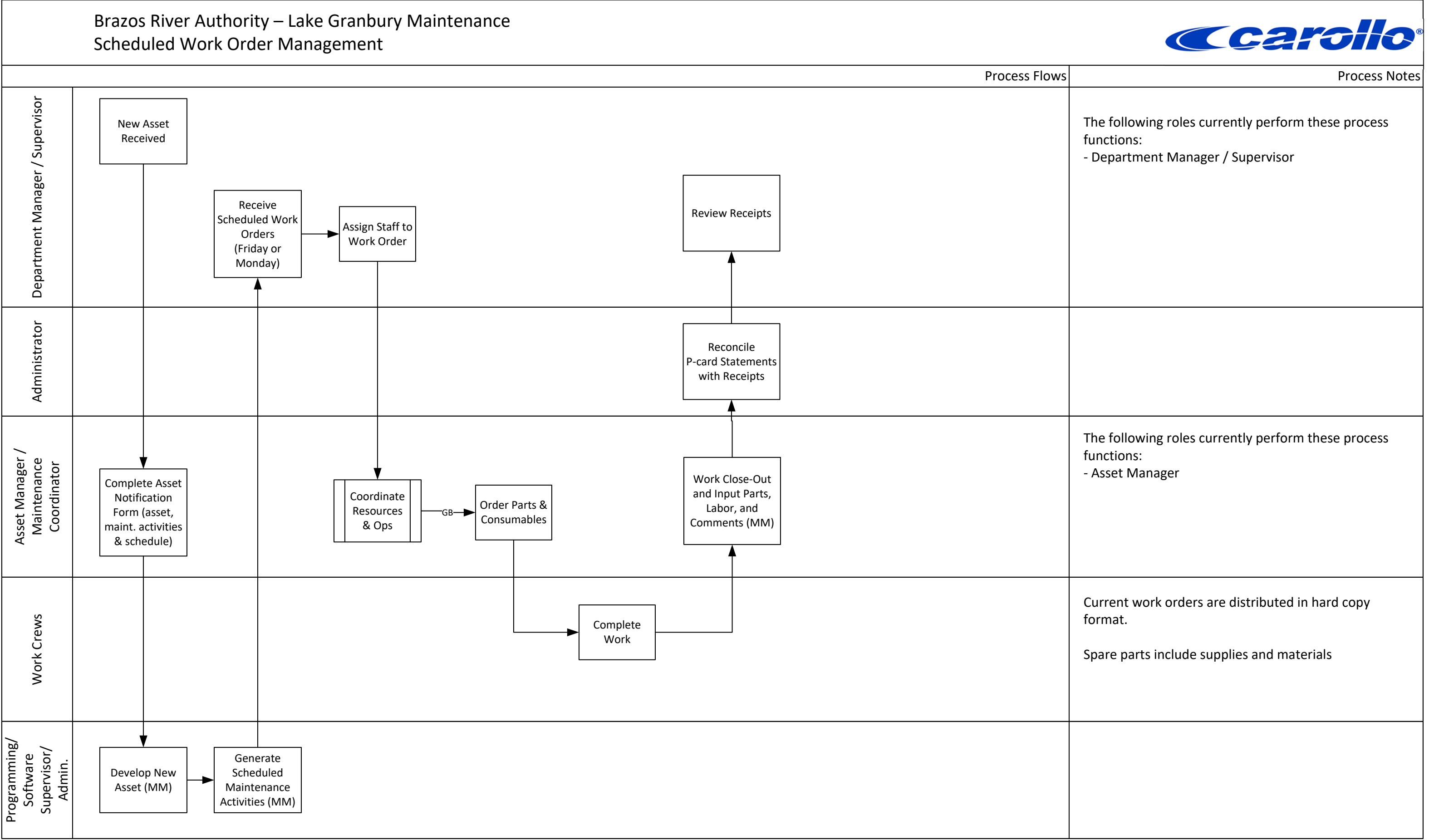
# **ATTACHMENT A BRA WORKFLOWS**

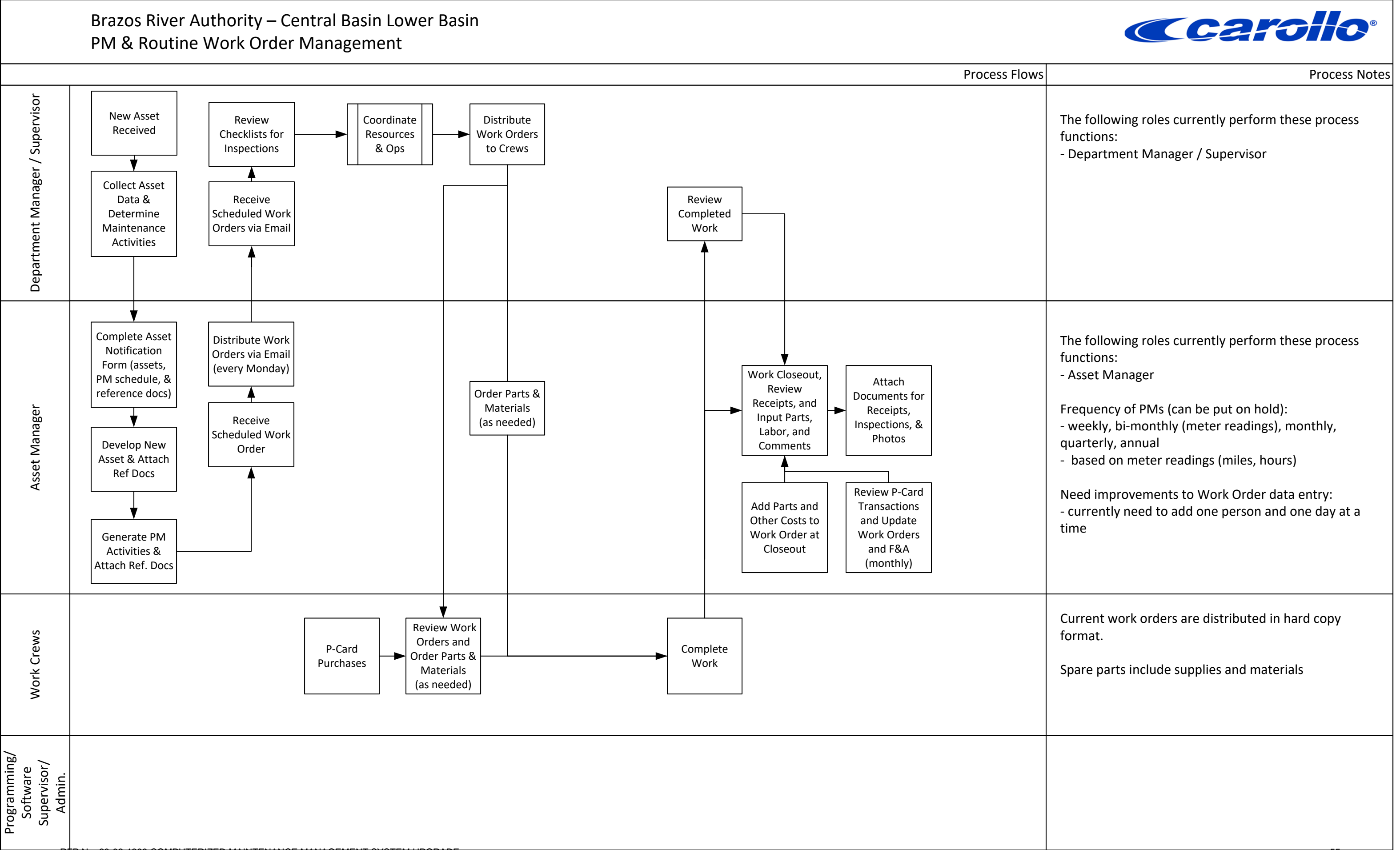
Brazos River Authority- Possum Kingdom Lake/Lake Granbury Demand Work Order Management		carollo®
Process Flows		Process Notes
Requestor	<pre>graph TD; A[Initiate Work Request (Demand WO)] --&gt; B[Complete WO Request Form &amp; Review Work with Dept Mgr./ Spvsr];</pre>	<p>Current work requests started:</p> <ul style="list-style-type: none"><li>- Phone</li><li>- Email</li><li>- In Person</li><li>- Work Order Request Form</li><li>- Web input form (future)</li></ul> <p>Requests from:</p>
Department Manager / Supervisor	<pre>graph TD; C[Receives Work Request] --&gt; D[Coordinates Resources &amp; Ops]; D --&gt; E[Approves Work Request]; E -- GB --&gt; F[Assign Staff to Work Order]; E -- PK --&gt; G[Input Demand Work Order]; F --&gt; H[Order Parts &amp; Consumables]; G --&gt; I[Order Parts &amp; Materials]; H --&gt; J[Work Close-Out / Review Receipts]; I --&gt; K[Input Parts, Labor, and Comments for Work Close-Out]; K --&gt; L[Update Inventory &amp; Reorder as Needed];</pre>	<p>- Staff (Dam Ops, Maintenance, Lake Ops, Inspections, and others XXXX)</p> <p>The following roles currently perform these process functions:</p> <ul style="list-style-type: none"><li>- Department Manager / Supervisor</li></ul>
Asset Manager	<pre>graph TD; I --&gt; M[Order Parts &amp; Materials]; M --&gt; N[Order Parts &amp; Materials]; N --&gt; O[Complete Work]; O --&gt; J; J --&gt; K; K --&gt; L;</pre>	<p>The following roles currently perform these process functions:</p> <ul style="list-style-type: none"><li>- Asset Manager</li></ul>
Work Crews	<pre>graph TD; N --&gt; O;</pre>	<p>Current work orders are distributed in hard copy format.</p> <p>Spare parts include supplies and materials</p>
Inputs / Outputs		


Brazos River Authority-Limestone Lake Demand Work Order Management		Process Flows	Process Notes
Requestor			Current work requests started: - Phone - Email - In Person - Work Order Request Form - Web input form (future)  Requests from:
Department Manager / Supervisor			- Staff (Dam Ops, Maintenance, Lake Ops, Inspections, and others XXXX)  The following roles currently perform these process functions: - Department Manager / Supervisor
Asset Manager			The following roles currently perform these process functions: - Asset Manager
Work Crews			Current work orders are distributed in hard copy format.  Spare parts include supplies and materials
Inputs / Outputs	RFP No. 23-02-1288 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM UPGRADE		51

Brazos River Authority-Possum Kingdom Lake/Limestone Lake Scheduled Work Order Management			
Process Flows		Process Notes	
Requestor			Current work requests started: - Phone - Email - In Person - Web input form Requests from: - Staff (Dam Ops, Maintenance, Lake Ops, Inspections, and others XXXX)
Department Manager / Supervisor	 <pre>graph TD     subgraph DM_Sup         NAR[New Asset Received] --&gt; DAMA[Determine Asset Maintenance Activities]         RCI[Review Checklists for Inspections] --&gt; CRO[Coordinate Resources &amp; Ops]         CRO --&gt; ASWO[Assign Staff to Work Order]         ASWO -- GB --&gt; RWR[Review Work &amp; Receipts]         ASWO -- PK/LL --&gt; RIOM[Review Inventory &amp; Order Parts &amp; Materials as needed]     end      subgraph AM         DAMA --&gt; CANS[Complete Asset Notification Form assets, PM schedule, &amp; reference docs]         CANS --&gt; RSWO[Receive Scheduled Work Order]         RSWO --&gt; DWO[Distribute Work Orders with Checklist every Monday]         DWO --&gt; RSWO2[Receive Scheduled Work Orders]         RSWO2 --&gt; RCI         ASWO --&gt; OPC[Order Parts &amp; Consumables]         OPC --&gt; UI[Update Inventory MM]         RWR --&gt; WCR[Work Closeout, Review Receipts, and Input Parts, Labor, and Comments]         WCR --&gt; AD[Attach Documents for Receipts, Inspections, &amp; Photos LS-MM]         AD --&gt; UIR[Update Inventory &amp; Reorder as Needed]     end      subgraph WC         RIOM --&gt; CWO[Complete Work]     end      CWO --&gt; RWR     RWR --&gt; ASWO</pre>		The following roles currently perform these process functions: - Department Manager / Supervisor
Asset Manager			The following roles currently perform these process functions: - Asset Manager  Frequency of PMs (can be put on hold): - weekly, bi-monthly (meter readings), monthly, quarterly, annual - based on meter readings (miles, hours)
Work Crews			Current work orders are distributed in hard copy format.  Spare parts include supplies and materials
Programming/ Software Supervisor/ Admin.	 <pre>graph TD     subgraph PWA         DNA[Develop New Asset MM] --&gt; GSMA[Generate Scheduled Maintenance Activities &amp; Attach Ref. Docs]     end</pre>		






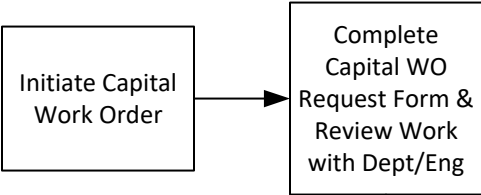
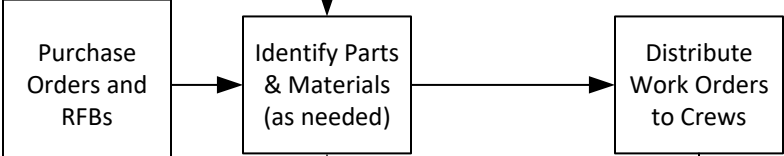
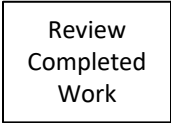
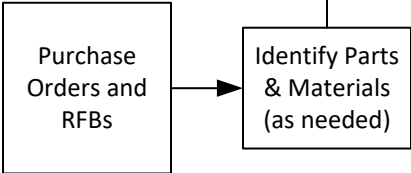
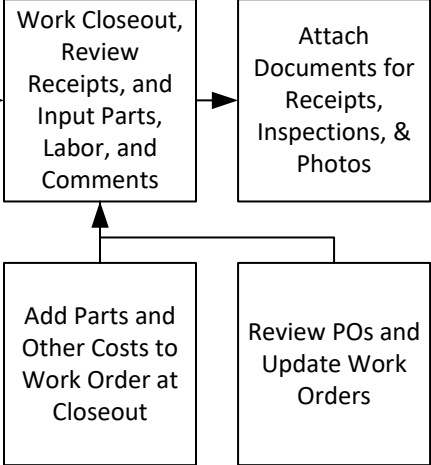
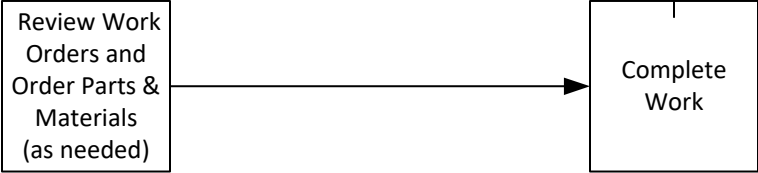


Brazos River Authority – Central Basin Lower Basin Demand Work Order Management		BRA Workflows – Attachment 1			
Process Flows				Process Notes	
Work Requestor	<div><div>Initiate Capital or Work Request (Demand WO)</div><div>Complete WO Request Form &amp; Review Work with Dept Mgr./ Supervisor</div></div>				
Department Manager / Supervisor	<div><div>Troubleshoot &amp; Coordinate Resources &amp; Ops</div><div>Purchase Orders and P-Card Purchases</div><div>Order Parts &amp; Materials (as needed)</div><div>Distribute Work Orders to Crews</div><div>Review Completed Work</div></div>			<div>The following roles currently perform these process functions:</div> <div>- Department Manager / Supervisor</div>	
Asset Manager	<div><div>Purchase Orders and P-Card Purchases</div><div>Order Parts &amp; Materials (as needed)</div><div>Work Closeout, Review Receipts, and Input Parts, Labor, and Comments</div><div>Attach Documents for Receipts, Inspections, &amp; Photos</div><div>Add Parts and Other Costs to Work Order at Closeout</div><div>Review Pos &amp; P-Card Transactions and Update Work Orders and F&amp;A</div></div>			<div>The following roles currently perform these process functions:</div> <div>- Asset Manager</div> <div>Frequency of PMs (can be put on hold):</div> <div>- weekly, bi-monthly (meter readings), monthly, quarterly, annual</div> <div>- based on meter readings (miles, hours)</div> <div>Need improvements to Work Order data entry:</div> <div>- currently need to add one person and one day at a time</div>	
Work Crews	<div><div>Review Work Orders and Order Parts &amp; Materials (as needed)</div><div>Complete Work</div></div>			<div>Current work orders are distributed in hard copy format.</div> <div>Spare parts include supplies and materials</div>	
Programming/ Software Supervisor/ Admin.					

RFP No. 23-02-1288 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM UPGRADE

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Brazos River Authority - Central Basin Lower Basin Capital Work Order Management			
		Process Flows	Process Notes
Work Requestor			
Department Manager / Supervisor			The following roles currently perform these process functions: - Department Manager / Supervisor
Asset Manager			The following roles currently perform these process functions: - Asset Manager  Frequency of PMs (can be put on hold): - weekly, bi-monthly (meter readings), monthly, quarterly, annual - based on meter readings (miles, hours)  Need improvements to Work Order data entry: - currently need to add one person and one day at a time
Work Crews			Current work orders are distributed in hard copy format.  Spare parts include supplies and materials
Programming /Software Supervisor/ Admin.			