

**FIRST AMENDMENT TO THE
CONTRACT FOR FISCAL YEAR 2017 TEXAS LEVERAGE FUND AUDIT
BY AND BETWEEN THE
OFFICE OF THE GOVERNOR OF TEXAS ECONOMIC DEVELOPMENT AND
TOURISM OFFICE
AND CROWE LLP**

This First Amendment (“First Amendment”) to the contract entered into effective December 14, 2018 (“Original Contract”) is executed between the Texas Economic Development and Tourism Office within the Office of the Governor of Texas (“OOG”) and Crowe LLP (“Contractor”). The OOG and the Contractor are referred to collectively herein as the “Parties.” This First Amendment is effective March 13, 2019.

The Parties agree to amend the Original Contract as follows:

SECTION 1. CHANGE TO SECTION 5, TERM OF THE CONTRACT. The Parties agree to amend Section 5, Term of the Contract, to read as follows:

5.1 Primary Term. This Contract shall commence on December 14, 2018 (“Effective Date”). The first ninety (90) days shall constitute the “Primary Term” of the Contract. Pursuant to the First Amendment, the Contract is extended an additional forty-five (45) days. This Contract shall terminate after one hundred thirty-five (135) days, unless terminated earlier pursuant to Section 11 of this Contract.

5.2 Optional Term. The OOG will have the right to extend the Primary Term of this Contract, in any increment of months, for up to twenty-two and one half (22.5) months as necessary to ensure the proper completion of all work. The OOG will provide the Contractor with written notice of its intention to extend the term of the Contract in writing at least thirty (30) days prior to the Contract’s termination. The Primary Term plus the optional extended term(s) will constitute the “Contract Period.”

SECTION 2. CHANGE TO SECTION 6.4, CONTRACTOR RESPONSIBILITIES. The Parties agree to amend Section 6.4, Contractor Responsibilities to add the following subsection:

6.4.6 Promptly, meaning as soon as reasonably possible under the circumstances, respond to any questions from the OOG regarding methodology and findings after the presentation of financials and findings to OOG representatives.

SECTION 3. CHANGE TO SECTION 6.6, SCHEDULE OF CONTRACTOR DELIVERABLES. The Parties agree to amend Section 6.6, Schedule of Contractor Deliverables, to read as follows:

6.6 Schedule of Contractor Deliverables. The Contractor shall provide its deliverables within the timeframe and in the format described below:

Deliverable	Summary of Tasks and Timeframes
Yearly Financial Audit	Draft report to OOG program staff within 90 days after commencement of work, providing an audit review that includes but is not limited to: <ol style="list-style-type: none"> (1) Statement of financial position (assets, liabilities, and net assets); (2) Statement of activities (revenue, support, and expenses) and changes in net assets; (3) Statement of cash flows; and (4) Notes to the financial statements.
Independent Auditor's Report	Draft report to OOG program staff within 90 days after commencement of work.
Written Review of Program's Accounting System of Record	Draft report to OOG program staff within 90 days after commencement of work.
Presentation of Financials and Findings	Presentation of financials and findings to OOG representatives within 120 days of commencement of work, unless time extended in the discretion of the OOG.

SECTION 4. CHANGE TO SECTION 7.1, MAXIMUM CONTRACT AMOUNT. The Parties agree to amend Section 7.1, Maximum Contract Amount, to read as follows:

7.1 Maximum Contract Amount. The Parties stipulate and agree that the OOG's maximum liability to the Contractor, in consideration for the full, satisfactory, and timely performance of all its duties, responsibilities, and obligations as set forth in the Contract or arising out of any performance as the result of this Contract, shall not exceed **NINETEEN THOUSAND FIVE HUNDRED AND 00/100 (\$19,500.00) DOLLARS** for the Contract Period of the Contract. The Contractor will not be compensated for any time expended or expense incurred before the Effective Date of this Contract. The Contractor shall monitor the costs of all services under the Contract to ensure that the amount of each new invoice added

together with all previous invoices will not exceed the Maximum Contract Amount.

SECTION 5. ENTIRE AGREEMENT. The entire agreement between the Parties consists of the provisions of this First Amendment and the remaining unchanged provisions of the Original Contract (including its incorporated contract documents). No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in these provisions. To the extent of any conflict between this First Amendment and the Original Contract, the terms of this First Amendment shall supersede and control over any prior or contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written.

SIGNATORIES. IN WITNESS WHEREOF, the undersigned Parties certify their authorization to execute a contract.

Office of the Governor

Crowe LLP

CHIEF OF STAFF OR DESIGNEE
OFFICE OF THE GOVERNOR

Partner
NAME
TITLE

3/13/19

Date

March 6, 2019

Date

**CONTRACT FOR FISCAL YEAR 2017 TEXAS LEVERAGE FUND AUDIT
BY AND BETWEEN THE
OFFICE OF THE GOVERNOR OF TEXAS
ECONOMIC DEVELOPMENT AND TOURISM OFFICE
AND
CROWE LLP**

SECTION 1. PARTIES TO CONTRACT. The parties to this Contract are the Texas Economic Development and Tourism Office within the Office of the Governor of Texas (“OOG”) and Crowe LLP (“Contractor”). The OOG and the Contractor are referred to collectively herein as the “Parties.”

SECTION 2. PURPOSE. The purpose of this Contract is to procure from the Contractor audit services for the completion of a financial statement audit of the Texas Leverage Fund (“Program”) for the state fiscal year starting September 1, 2016 and ending August 31, 2017 (“Fiscal Year 2017”), consistent with the Statement of Services herein.

SECTION 3. STATUTORY AUTHORITY. This Contract is entered into by the OOG pursuant to the authority of and in compliance with Texas Government Code, Section 321.020 relating to the requirement that a state agency obtain from the State Auditor’s Office a delegation of authority to contract with a private auditor.

SECTION 4. CONTRACT ELEMENTS. The Parties’ Contract includes this final executed agreement as well as the following elements, which are incorporated by reference as part of the Contract: (i) The contents of RFQ 301-8-0518, as modified by any published addenda; (ii) the OOG’s formal responses to questions and answers issued in conjunction with the RFQ as published on the Electronic State Business Daily; and (iii) the Contractor’s response to the RFQ, except as to any confidential financial information of the Contractor. In the event of conflicts or inconsistencies between this final executed agreement and the other foregoing contract elements, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- (1) This executed agreement, including any Exhibits;
- (2) RFQ 301-8-0518, as modified by any published addenda, and the OOG’s formal responses to questions and answers issued during the RFQ process; and
- (3) The Contractor’s response to the RFQ.

SECTION 5. TERM OF CONTRACT

5.1 Primary Term. This Contract shall commence on December 14, 2018 (“Effective Date”), and shall terminate after ninety (90) days, unless terminated earlier pursuant to Section 11 of this Contract. This shall constitute the “Primary Term” of the Contract.

5.2 Optional Term. The OOG will have the right to extend the Primary Term of this Contract, in any increment of months, for up to twenty-four months as necessary to ensure the proper completion of all work. The OOG will provide the Contractor with written notice of its intention to extend the term of the Contract in writing at least thirty (30) days prior to the Contract's termination. The Primary Term plus the optional extended term(s), if any, will constitute the "Contract Period."

SECTION 6. STATEMENT OF SERVICES

61 General Obligations of Contractor. The Contractor will provide a financial statement audit of the Program for Fiscal Year 2017, which has three distinct elements. First, the Contractor will provide a financial statement audit to determine whether, in the opinion of the Contractor, the financial statements of the Program are presented fairly in all material respects in conformity with Generally Accepted Accounting Principles ("GAAP") established by the Governmental Accounting Standards Board, the Texas Comptroller of Public Accounts' ("CPA") Uniform Statewide Accounting System Policies and Procedures, and the CPA's Financial Reporting Guidelines. The audit, which must be performed by a certified public accountant, will include examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. Second, the Contractor will create an independent auditor's report that includes an analysis of the financial activities of the Program for Fiscal Year 2017 and a written high-level narrative overview summarizing the Program, its financials, and the methodology used by the Contractor. Third, the Contractor will produce a written review of the MIP Fund Accounting software and relevant financial procedures that will assess the accounting principles used and significant estimates made by management as well as an evaluation of the overall financial statement presentation.

The Contractor agrees to provide all services to the OOG in accordance with professional standards and agrees to devote such time, effort, and resources, in the Contractor's reasonable discretion, necessary to complete the projects and services under this Contract.

62 Contractor Staffing Requirements. The Contractor shall dedicate qualified professional staff who have demonstrated experience in providing the required audit services. The Contractor must dedicate a U.S.-based contract manager to oversee all activities and services performed and provided under the Contract, including responsibility for the management, accounting for services provided, and any related contract, billing, or reporting. The contract manager will be the OOG's primary day-to-day contact.

The Contractor must possess a current license in good standing with the Texas State Board of Public Accountancy with no public disciplinary history in Texas or elsewhere. Personnel must have demonstrable experience in Generally Accepted Government Auditing Standards applicable to governmental entities and should include, but not be limited to, the application of other standards such as Financial Accounting Standards Board's Statements of Financial Accounting Standards

and GAAP as they may be applicable to conduct and complete attestation audits of the nature and type identified in the RFQ. Personnel must have relevant practice experience, including conducting financial statement audits and/or annual financial audits to Texas state agencies.

63 Schedule for Performance of Services. Time is of the essence with respect to those obligations that are solely within the control of the Contractor. This provision does not apply to any obligation where the Contractor is dependent, in full or in part, upon the OOG or a third party. Completion of the services required by this Contract is expected by December 31, 2018. The OOG may require the Contractor to perform tasks or services according to a date sensitive schedule. The Contractor will not be compensated for any time expended or expense incurred before the Effective Date of this Contract.

64 Contractor Responsibilities. The Contractor shall:

6.4.1 Work with the OOG-designated project manager (“Project Manager”) to schedule entrance conference, coordinate schedules with OOG staff for interviews and pulling sample materials, conduct an exit conference, and schedule any other pertinent meetings required to present information to the OOG;

6.4.2 Perform the Fiscal Year 2017 financial audit of the Program in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards issued by the Comptroller General of the United States, which audit shall include:

(1) Examination, on a test-basis, of evidence supporting the amounts and disclosures in the financial statements;

(2) Assessment of the accounting principles used and significant estimates made by the Program;

(3) Audit review of all transactions recorded in the books and records of the Program’s active accounts for Fiscal Year 2017, including:

(a) Statement of financial position (assets, liabilities, and net assets);

(b) Statement of activities (revenue, support, and expenses) and changes in net assets;

(c) Statement of cash flows;

(d) Notes to the financial statements; and

(f) Comparison from the prior fiscal year financial records;

6.4.3 Provide an independent auditor’s report;

6.4.4 Provide a written review, which will include all findings, if any, as well as recommendations for remediation, of (i) the MIP Fund Accounting software; (ii) relevant Program financial procedures; and (iii) the Program’s financial reporting internal controls; and

6.4.5 Provide documentation including: (i) financial report; and (ii) management letter.

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65 OOG Responsibilities. The OOG will:

- 6.5.1** Designate a Project Manager to be the single point of contact for the Contractor;
- 6.5.2** Provide the Contractor with timely and reasonable access to books, records, documents, financial records, and other information necessary to performance of all work under this Contract;
- 6.5.3** Inform the Contractor of the views of those charged with governance about the risks of fraud within the Program and their knowledge of any fraud or suspected fraud affecting the Program.
- 6.5.4** Be available to assist the Contractor in the examination and provide direction for conducting the examination;
- 6.5.5** Provide advance notice in a timely manner of key meetings, including entrance and exit conference, meeting regarding internal control assessments, and status meetings;
- 6.5.6** Provide any required notifications to the OOG's internal auditor and the State Auditor's Office if an amendment to this Contract significantly alters any contract terms, including the scope of work to be performed and term of contract;
- 6.5.7** Provide the OOG internal auditor and the State Auditor's Office with copies of all final audit reports and other deliverables provided under this Contract, including reports on internal controls and compliance, management letters, or reports to management;
- 6.5.8** Notify the appropriate entities if any deliverable that is subject to a financial reporting deadline will not be completed by that deadline;
- 6.5.9** Be responsible for (i) the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; (ii) the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud; and (iii) complying with applicable laws, regulations, contracts, and grants, including identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved;
- 6.5.10** Be responsible for using its knowledge and experience about past and current events and its expected course of action to (i) adopt sound accounting policies, (ii) maintain an adequate and efficient accounting system, (iii) safeguard assets, (iv) design and implement programs and controls to prevent and detect fraud; and (v) establish a process to prepare the accounting estimates included in the financial statements;

- 6.5.11** Be responsible for (i) adjusting the financial statements to correct material misstatements related to accounts or disclosures; (ii) providing, upon request, written confirmation concerning representations made to the Contractor in connection with the audit, including that the effects of any uncorrected misstatements aggregated by the Contractor during the audit are immaterial, both individually and in the aggregate, to the financial statements;
- 6.5.12** Acknowledge the importance of management's representations and responses to inquiries by the Contractor, and that such representations will be utilized as part of the evidential matter the Contractor will rely on in forming its opinion;
- 6.5.13** Release Crowe and its personnel from any liability and costs relating to its services under this Contract attributable to any misrepresentations by the OOG.
- 6.5.14** Be responsible for (i) preparing the supplementary information identified above in accordance with the applicable criteria; (ii) providing, upon request, certain written representations regarding the OOG's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation, and any significant assumptions or interpretations underlying the supplementary information; (iii) including the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that the Contractor has reported on such supplementary information; and (iv) presenting the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the OOG of the supplementary information and the auditor's report thereon; and
- 6.5.15** Be responsible for (i) preparing the required supplementary information identified above in accordance with the applicable guidelines; and (ii) providing, upon request, certain written representations regarding the OOG's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation, and any significant assumptions or interpretations underlying the supplementary information.
- 66** **Schedule of Contractor Deliverables.** The Contractor shall provide its deliverables within the timeframe and in the format described below:

Deliverable	Summary of Tasks and Timeframes
Yearly Financial Audit	Draft report to OOG program staff within 30 days after commencement of work, providing an audit review that includes but is not limited to: (1) Statement of financial position (assets, liabilities, and net assets); (2) Statement of activities (revenue, support, and expenses) and changes in net assets; (3) Statement of cash flows; and (4) Notes to the financial statements.
Independent Auditor's Report	Draft report to OOG program staff within 30 days after commencement of work.
Written Review of Program's Accounting System of Record	Draft report to OOG program staff within 30 days after commencement of work.
Presentation of Financials and Findings	Presentation of financials and findings to OOG representatives within 60 days of commencement of work, unless time extended in the discretion of the OOG.

67 Criteria. Each deliverable created under this Contract will be delivered to the OOG's assigned Project Manager. Any concerns about the deliverable will be discussed with the Contractor, and unresolved issues may be further documented in the OOG's management response to the report. Notwithstanding anything in this Contract to the contrary, if circumstances relating to applicable professional standards arise that prevent the Contractor from completing this Contract, the Contractor retains the right to take any course of action permitted by applicable professional standards, including declining to issue a report or other document, or withdrawing from this Contract generally.

68 Auditor Access. For risk assessment purposes, the OOG's internal auditor and the State Auditor's Office must have access to any draft audit reports and must be provided a copy of such reports on request. Notwithstanding anything in this Contract to the contrary, the OOG acknowledges and agrees that it may not rely upon a draft audit report other than to take any appropriate corrective internal actions.

69 Reports. No written reports shall be generated by the Contractor or its assistants, employees, agents, or subcontractors without the prior authorization of the OOG. All written reports shall be considered draft reports until designated as final reports by the OOG. As a certified public accounting firm subject to professional standards, Crowe's services under the Contract are subject to and will be performed in accordance with professional standards.

SECTION 7. CONTRACT AMOUNT

71 Maximum Contract Amount. The Parties stipulate and agree that the OOG's maximum liability to the Contractor, in consideration for the full, satisfactory and timely performance of all its duties, responsibilities and obligations as set forth in the Contract or arising out of any performance as the result of this Contract, shall not exceed **NINETEEN THOUSAND FIVE HUNDRED AND 00/100 (\$19,500.00) DOLLARS** for the Primary Term of the Contract. The Contractor will not be compensated for any time expended or expense incurred before the Effective Date of this Contract. The Contractor shall monitor the costs of all services under the Contract to ensure that the amount of each new invoice added together with all previous invoices will not exceed the Maximum Contract Amount.

72 Increase in the Maximum Contract Amount. The Contractor shall provide thirty (30) calendar days advance notice to the OOG in the event that the cost of services is anticipated to exceed the Maximum Contract Amount. Any increase(s) in this amount for subsequent Contract terms, any extensions, or as a result of increases in available funding, shall require a written amendment to the Contract so modifying the contract and specifying the new maximum liability amount for the Contract Period. Any increase in the Maximum Contract Amount is subject to the availability of funds in accordance with Section 8.3 of this Contract.

SECTION 8. COMPENSATION, FINANCIAL TERMS AND CONDITIONS, AND NOTICES. The Contractor agrees to abide by the following:

81 Compensation to Contractor. The Contractor is expected to provide all the services described in RFQ No. 301-8-0518 for the fees as set forth in the Contractor's Proposed Compensation Schedule (Exhibit C of the Contractor's response to the RFQ).

The Contractor understands and agrees that the amounts set forth the Contractor's Proposed Compensation Schedule shall fully cover the costs of all services and related expenses, including, but not limited to: all audit services; costs relating to supporting subcontractors if applicable; required reports; labor; project and contract management; accounting and billing services; administrative support; website development and hosting; legal services and fees; facilities; equipment; and all incidental and normal business operating expenses, such as local and long distance phone calls (landline and mobile), facsimile, publication costs, software or other licensing, and travel, per diem, postage, local courier service, internal copying, supplies, materials, parking, and other ongoing services performed or required for routine performance.

82 No Mark-up or Overhead Expenses. The Contractor shall not be paid for any mark-up, overhead costs, or other expenses.

83 Availability of Funds. Contractor agrees that nothing in this Contract will be interpreted to create an obligation or liability of OOG in excess of the funds delineated in this Contract. Contractor agrees that funding for this Contract is subject to the actual receipt by OOG of funds appropriated to OOG. Contractor agrees that the funds, if any, received from OOG are limited by OOG Contract for Fiscal Year 2017 Texas Leverage Fund

the term of each state biennium and by specific appropriation authority to and the spending authority of OOG for the purpose of this Contract. Contractor agrees that notwithstanding any other provision of this Contract, if OOG is not appropriated the funds or if OOG does not receive the appropriated funds, or if the funds appropriated to OOG are required to be reallocated to fund other state programs or purposes, then OOG may terminate the Contract without cost or penalty.

84 Purchase of Services/Utilization. The OOG cannot and does not guarantee the purchase of a particular level, quantity, or utilization of any services during the Contract Period, including for any optional extended term(s). All quantities of services and work products shall be purchased upon OOG's request, in "as-needed" quantities, on an "as-needed" basis, as determined by the OOG.

85 Contract Issuance. The OOG shall issue an executed contract, or contract amendment as applicable, as written notice for all contracts, contract extensions, and authorizations for the purchase of services specified. No authorization for the purchase of any services is provided until the Contractor receives such written notice. Upon notice from the OOG that a Purchase Order has been properly authorized, the Contractor shall identify the contract manager authorized to receive direction from OOG, to manage the work being performed, and to act on behalf of the Contractor. The Contractor shall ensure that its contract manager, or his or her authorized designee, is available at all times for consultation with OOG.

86 Delivery. All deliveries of the services authorized under the Contract shall be made in accordance with the Contractor's service requirements. No substitutions or cancellations shall be permitted without prior written approval of OOG. The Contractor shall keep the OOG advised at all times of the delivery status of services to be provided. If the Contractor foresees problems, delays, or adverse conditions that may prevent the Contractor from meeting delivery requirements, the Contractor shall give advance written notice to the OOG as soon as is reasonably practicable and prior to the due date for any deliverable that explains the reason(s) for the delay and proposes an alternate delivery for the OOG's approval.

87 Work Performed. The Contractor shall submit itemized invoices for all services completed, delivered to the OOG. Invoice amounts shall be in U.S. dollars. All invoices shall be made payable to the Contractor at the address shown and/or with the wire transfer instructions indicated in the Contract.

88 Invoicing and Payment of Invoices. All statements for services provided shall be submitted to the OOG on a timely basis. By submission of the invoices, the Contractor is stating the following: (i) its invoices have been carefully reviewed to ensure that all invoiced services have been performed in compliance with all terms of the Contract; (ii) the charges and expenses shown on the invoice are allowable costs that are reasonable and necessary; and (iii) all supporting documentation is attached.

As a prerequisite to the OOG's ability to process any payments to the Contractor under this Contract, the Contractor shall provide the OOG with required tax and payee identification

information in the form of a Texas Identification Number ("TIN"), along with the Contractor's registered name and address to permit the OOG to verify registration in the TINS System with the Texas Comptroller of Public Accounts. Information on obtaining a TIN is available at: <https://fmx.cpa.texas.gov/fmx/payment/resources/tin.php>.

Each invoice presented must include: (i) the OOG's Contract number; (ii) the Contractor's TIN (iii) the name and division of the OOG contact; (iv) a report for the services provided under this Contract; (v) description of each service/expense and the dollar amount attributable to each; and (vi) the name of the entity or individual to which each service/expense is attributable. OOG receipt and acceptance of an acceptable invoice is required under this section. Upon the request of the OOG, the Contractor must submit to the OOG any additional documentation or explanation the OOG may require to support or document the requested payment under this Contract.

All invoices and payment inquires shall be submitted or directed to:

Accounts.Payable@gov.texas.gov; or by mail to
Office of the Governor
Accounts Payable
P.O. Box 12878
Austin, Texas 78711-2878

Each invoice is subject to review and approval by the OOG before payment will be processed. Upon the Contractor's performance and receipt of an acceptable invoice, the OOG will process payment to the Contractor in accordance with Chapter 2251 of the Texas Government Code (the Texas Prompt Payment Act). It is the policy of the OOG to make payment on a properly prepared and submitted invoice within thirty (30) calendar days of the later of any final acceptance of performance or the receipt of a properly submitted invoice.

Upon satisfactory completion by the Contractor of all the tasks identified in the contract, acceptance by the OOG, and the OOG's release of any payment holds, the Contractor will be paid the unpaid balance of any money due for such tasks in accordance with the payment terms outlined in the Contract. The Contractor understands and agrees that the OOG and its staff are not liable for any late payment penalties or damages to the Contractor or any subcontractors for claims arising from the OOG's enforcement of the requirements of this section.

8.9 Accounting Systems. The Contractor's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

8.10 Inspections. To the extent directly related to the services performed under the Contract, the Contractor will permit the OOG to access books and records directly related to determining the accuracy of any invoice for the services at a date and time mutually agreed upon. Such access shall be permitted no more frequently than two (2) times in any given twelve (12) month period and will be conducted in a manner so as not to interfere with or disrupt the Contractor's business operations. The Contractor's books and records accessed by the OOG shall not be used,

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duplicated, or disclosed to any third party without the prior, express written permission of the Contractor. The Contractor shall have no obligation to maintain any records other than in the ordinary course of business and any audit shall be at the cost of OOG. The Contractor shall have no obligation to disclose or make available any confidential or proprietary information of the Contractor that is not directly related to the services performed under this agreement or that constitutes the confidential information of any third parties and shall have the right to redact or provide summary level reports to protect the confidentiality and security of other clients and third parties.

8.11 Contract Monitoring. The Contractor's performance will be monitored regularly as work is performed in accordance with the terms and conditions of this Contract. Monitoring activities may include, but are not necessarily limited to: (i) Invoice review to ensure compliance with all applicable Contract terms and conditions; (ii) Performance review and audit planning meetings to be held in Austin, Texas or as may otherwise be coordinated between the OOG and the Contractor; and (iii) On-site reviews of the Contractor's work, to include observation, monitoring, and interview of the Contractor's staff to ascertain their understanding of program goals, review key Contract requirements and service documentation, and/or review fiscal records.

SECTION 9. AMENDMENT. The Contract may be amended only upon written agreement signed by both parties to this Contract. The Parties stipulate and agree that any act, oral statement, or representation by either party, their agents or employees that purports to increase the liability of the OOG or modify the Contractor's responsibilities and obligations is voidable by the OOG, unless the Contract is so amended in writing. The OOG reserves the right to amend the Contract through execution of a unilateral amendment provided to the Contractor under the following circumstances: (i) to correct an obvious clerical error in this Contract; (ii) to incorporate new or revised federal or state laws, regulations, rules, or policies that are required to be included as part of the Contract; (iii) to change the designated OOG contact person or mailing address for this Contract; or (iv) to change the designated Contractor's contact person or mailing address for this Contract.

SECTION 10. DEFAULT, REMEDIES, AND OPPORTUNITY TO CURE

10.1 Notice of Possible Default. The OOG, in its sole discretion and based on information from contract monitoring, audit, or other verifiable sources, will determine whether the Contractor has acted or failed to act in such a manner that gives rise to an act of possible default under this Contract. The OOG may give written notice to the Contractor setting out the circumstances that support the OOG's determination of possible default.

10.2 OOG Remedies in the Event of Default. Upon possible default, the OOG, in its sole discretion, may terminate the Contract for cause or take other actions, including, but not limited to:

- (1) Giving the Contractor at least ten (10) calendar days to cure the possible default and to provide the OOG with sufficient information that supports a finding of cure by the OOG;
- (2) Requiring the Contractor to take specific corrective actions in order to achieve or remain in compliance with any contractual term;

- (3) Suspending and/or limiting any services and placing conditions on any such suspensions and/or limitations of services;
- (4) Requiring the removal of any employee of the Contractor or any subcontractor from the provision of services under this Contract; and
- (5) Imposing special conditions on the Contractor as deemed appropriate by the OOG to ensure strict compliance with Contract terms, including, but not limited to, the imposition of additional procedures to ensure the proper delivery of services or to support payments to the Contractor, or the suspension, abeyance, or removal of any contractual rights of the Contractor.

10.3 Cure. If the Contractor has cured the possible default event, the OOG will give written notice to the Contractor. The OOG will exercise good faith and reasonableness in determining, in the sole discretion of the OOG, whether the Contractor has cured the possible default.

10.4 Default. If the Contractor has not cured the possible default, the Contractor shall be in default hereunder, and the OOG may give written notice to the Contractor declaring such default.

10.5 Repeated Acts of Possible Default. If Contractor commits more than two (2) independent acts of possible default, even if each possible default was cured, the OOG may declare the Contractor to be in default of this Contract.

SECTION 11. TERMINATION

11.1 Convenience of the State. The OOG may, in its sole discretion and at its sole option, terminate the Contract, in whole or in part, without recourse or penalty, by notifying the Contractor in writing of such termination. Such notification of termination for convenience shall state the effective date of termination and if no effective date is specified, the termination shall be effective upon the date of the notification.

11.2 Agreed Termination. The OOG and the Contractor may mutually agree to terminate this Contract in writing.

11.3 Cause or Default. In the event the Contractor fails to perform or comply with an obligation or a term, condition or provision of this Contract, or if the Contractor is in default and has failed to cure such default after having received notice and an opportunity to cure, the OOG may, upon written notice to Contractor, terminate all or any part of this Contract for cause. If the Contractor's breach is based on repeated acts of default or is of a nature such that it cannot be cured within a reasonable time as determined by the OOG, then the OOG may terminate all or any part of this Contract immediately without further notice or opportunity to cure. Such notification of termination for cause shall state the effective date of such termination, and if no effective date is specified, the termination shall be effective upon the date of the notification. Notwithstanding any other provision of this Contract, the OOG is not required to give the Contractor any notice of default or an opportunity to cure in order to exercise the OOG's right to termination for cause.

11.4 Rights upon Termination or Expiration

11.4.1 Cessation of Work. Upon receipt of written notice to terminate or upon final expiration of the Contract, the Contractor shall immediately discontinue all services affected as of the effective date of termination or expiration, unless the OOG directs otherwise.

11.4.2 Liability for Payments. The OOG shall be liable for payment of compensation to the Contractor only to the portion of work authorized by the OOG in writing and performed prior to the effective date of termination. The OOG shall not be liable for any damages, claims, losses, or any other amounts arising from or related to any such termination or expiration, or for any work performed: (i) that does not meet Contract requirements; and/or (ii) that was performed after the effective date of termination.

11.4.3 Return and Ownership of Deliverables and Materials. Upon full payment of all invoiced amounts, copies of the written Deliverables originally and specifically developed for and delivered to the OOG by the Contractor, as described in the Statement of Services (“Deliverables”), shall become the OOG’s property. The Contractor’s workpapers and other documents related to the services shall remain the Contractor’s property and constitute confidential information of the Contractor. The Deliverables must be designated as the proprietary and confidential information of the Contractor and must include a statement that the Deliverables were developed exclusively for the OOG by the Contractor and that no one except the OOG and, as described in Section 15 herein, the State Auditor’s Office are entitled to rely upon the Deliverables. Any workpapers, other works, or inventions conceived, made or created by the Contractor in rendering the services under this Contract (“Work Product”) and all intellectual property rights in such Work Product shall be owned by the Contractor. The OOG shall have a perpetual (subject to strict compliance with the license grant and the Termination provision), non-transferable, non-sublicensable right to use the fully paid for Deliverables developed pursuant to the Statement of Services.

11.5 Remedies. Notwithstanding any exercise by the OOG of its rights of early termination pursuant to this section, the Contractor shall not be relieved of any liability to the OOG for damages due to the OOG by virtue of any breach of this Contract by the Contractor or for amounts otherwise due the OOG by the Contractor. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract to enforce the terms of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The Contractor shall remain liable for all covenants and indemnities under the Contract and for all costs and expenses, including court costs, incurred by OOG with respect to the enforcement of any of the remedies listed herein.

SECTION 12. AUDIT

121 Contractor Cooperation. The Contractor will reasonably cooperate in any monitoring, inspection, assessment, review or audit conducted by the OOG or its authorized representatives related to any services provided under this Contract or billed to the OOG, as constrained by Section 8.10. The Contractor will make reasonable efforts to remedy any material weaknesses,

deficiencies, contract noncompliance, or audit exceptions found as a result of a review by the OOG or its authorized representatives within 10 days or less after receipt of notification from the OOG. The Contractor's failure to comply with this requirement may be grounds for termination of the Contract for reason of default.

122 Access to Records. Subject to Section 8.10, the Contractor hereby grants the OOG and any of its duly authorized representative's access, at all reasonable times, to books, records, documents, financial records and any other information, pertinent to performance of all work under this Contract for the purpose of audit, review, inspection, copying, and/or audit without any further action or formality required. This right of access applies to services performed by, or financial records pertaining to, all subcontracts and subcontractor services. The Contractor shall provide proper facilities for such access and inspection, or otherwise promptly make such records available to the OOG or its authorized representatives through the production or copying of any documents or information required by the OOG at the Contractor's expense.

123 Records Retention. The Contractor shall maintain adequate records to support its charges, procedures, and performances for all work relating to this Contract. Records shall be maintained by the Contractor and made available to the OOG and its authorized representatives during the entire Contract Period and thereafter until the later of the expiration of: (i) seven (7) years from date of final payment by the OOG for the services provided under this Contract; or (ii) seven (7) years from date of final completion of any audit, dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.

124 State Auditor. The Contractor understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. The Contractor further agrees to cooperate fully with the State Auditor's Office in the conducting of an audit or investigation, including providing all records requested. The Contractor will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to cooperate fully with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, audit documentation, and records of the Contractor relating to this contract for any purpose.

The Contractor understands that the State Auditor's Office may opt to rely on the work of the Contractor to support the State Auditor's Office's opinion on the Comprehensive Annual Financial Report for the State of Texas, and the Contractor agrees to cooperate with the State Auditor's Office in a joint effort to comply with American Institute of Certified Public Accountants standard AU-C 600, *Special Considerations-Audits of Group Financial Statements (Including the Work of Component Auditors)*. The Contractor agrees that the State Auditor's Office is serving in the capacity of the group engagement auditor. As a component auditor, the Contractor agrees to provide to the State Auditor's Office information necessary to facilitate determinations regarding the Contractor's understanding and compliance with ethical requirements and professional competence.

SECTION 13. CONTRACTOR CERTIFICATIONS. By executing this Contract, the Contractor hereby makes the below certifications and warrants that it is not making any false statements, representations, certifications, affirmations, warranties or guarantees regarding the response. If any of the statements, representations, certifications, affirmations, warranties or guarantees are false, or if the Contractor signs the Contract with a false statement or it is subsequently determined that the Contractor has violated any of the statements, representations, certifications, affirmations, warranties or guarantees included in the Contract, the Contractor shall be in default under this Contract and the OOG may terminate or void this Contract for cause and pursue other remedies available to the OOG under this Contract and applicable law.

A. Delinquent Child Support Obligations. Under Section 231.006 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive payment under the Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

B. Prohibited Bids and Contracts. Under Section 2155.004 of the Texas Government Code (relating to prohibited bids and contracts), the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

C. Previous Employment with the Agency. The Contractor acknowledges and understands that Section 2252.901 of the Texas Government Code prohibits the Office of the Governor from using state appropriated funds to enter into any employment or consulting contract with any individual who has been previously employed, as an employee, by the Agency within the past twelve (12) months. If the Contractor is an individual, the Contractor certifies that Section 2252.901 (as amended) of the Texas Government Code does not prohibit the use of state appropriated funds for satisfying the payment obligations herein. The Contractor further acknowledges and understands that Section 572.069 of the Texas Government Code prohibits state officers and employees who participated in the procurement of services under this Contract from accepting employment with the Contractor for a period of two years following the end of their State employment.

D. Former Executive Head and Employees of the Agency. The Contractor certifies that this Contract is compliant, and will remain in compliance during the Contract term, with Sections 669.003 (Contracting with Executive Head of State Agency) and 2252.901 (Contracts with Former or Retired Agency Employees) of the Texas Government Code.

E. Gift to Public Servant. The Contractor warrants that it has not given, nor does it intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the award of this Contract.

F. No Claims. The Contractor certifies that it does not have any potential or existing claims against or unresolved audit exceptions with the State of Texas or any agency of the State of Texas.

G. Certification of Good Standing; Delinquent Taxes. The Contractor certifies that it is in good standing under the laws of the State in which it was formed or organized, and if requested, will provide the OOG with documentation. The Contractor certifies that it owes no delinquent taxes to any taxing unit of this State at the start date of this Contract. The Contractor agrees to remain in good standing with the Texas Secretary of State, the Texas Comptroller of Public Accounts and related state or federal governmental bodies related to the Contractor's right to conduct its business in Texas during the term of the Contract.

H. No Compensation for RFQ Specifications. The Contractor certifies that no person or entity who received compensation for participation in the preparation of the specifications or the preparation or production of RFQ No. 301-8-0518 will participate financially in this Contract.

I. Conflicts of Interest. The Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested services to the OOG under this Contract, and that the Contractor's provision of the requested services under this Contract would not reasonably create an appearance of impropriety. The Contractor has a continual and ongoing obligation to immediately notify the OOG in writing, upon discovery of any actual or potential conflict. In addition, Section 2252.908, Texas Government Code and the administrative rules of the Texas Ethics Commission (TEC) at Title I, Chapter 46 of the Texas Administrative Code, require certain contractors to file a Disclosure of Interested Parties Form 1295 (Form 1295) with the TEC and the OOG. The OOG may require the Contractor to complete and file the Form 1295 at the time of Contract execution and/or prior to the execution of an amendment of the Contract.

J. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. The OOG will adhere to the directions provided in U.S. Presidential Executive Order (EO) 13224, Executive Order on Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Contractors with the Federal General Services Administration's System for Award Management (SAM), <https://www.sam.gov>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OF AC) Specially Designated National (SDN) list. The Contractor certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Contractor is in compliance with the State of Texas statutes and rules relating to procurement and that Contractor is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The Contractor certifies that it will not knowingly enter into any subcontract with an entity who is, or whose principals are, on the specially designated nationals list or debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction. The

Contractor also certifies that it will ensure that this Section regarding debarment, suspension, ineligibility, and voluntary exclusion, and the specially designated nationals list is included without modification in any subcontracts or solicitations for subcontracts.

K. Iran, Sudan or Foreign Terrorist Organization. The Contractor certifies that it: (i) is not a “Listed Company” as identified by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code; and (ii) does not have contracts with or provide supplies or services to a “foreign terrorist organization” as defined by Section 2252.151(2) of the Texas Government Code.

L. Israel. In accordance with Chapter 2270 of the Texas Government Code, the Contractor certifies that neither the Contractor, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of the Contract. The term “boycott Israel” as used in this paragraph has the meaning assigned by Section 808.001 of the Texas Government Code.

M. Hurricane Relief. Texas law prohibits the OOG from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the Contractor certifies that it is not ineligible to receive the Contract and acknowledges that the Contract may be terminated and payment withheld or rescinded if this certification is inaccurate or false.

N. Buy Texas. The Contractor represents and warrants that, to the extent reasonably applicable, it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and within a comparable period of time when compared to non-Texas products and materials as required by Section 2155.4441 of the Texas Government Code.

O. Terminated Contracts. The Contractor certifies that it has not had a contract with the State of Texas terminated for cause within the past five (5) years and is not currently prohibited from contracting with any state or federal agency. If the Contractor has a contract terminated for cause with the State of Texas or is prohibited from contracting with any state or federal governmental agency. The Contractor shall identify the contract terminated or the prohibition from contracting and provide an explanation to the OOG within five (5) Business Days of the event.

P. Deceptive Trade Practices; Unfair Business Practices. The Contractor certifies that neither the Contractor nor its officers has been found liable for deceptive trade practices violations under Chapter 17 of the Texas Business and Commerce Code or any other unfair business practices in Texas. If the Contractor or its officers are found liable for deceptive trade practices violations under Chapter 17 of the Texas Business and Commerce Code or any other unfair business practices in Texas, the Contractor shall notify the OOG and provide an explanation of the liability determination within five (5) Business Days of the event.

Q. Antitrust and Assignment of Claims. Neither the Contractor nor the firm, corporation, partnership, or institution represented by the Contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State under Chapter 15, Texas Business and Commence Code, or the Federal Antitrust Laws nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. The Contractor hereby assigns to the State of Texas all of the Contractor's rights, title, and interest in and to all claims and causes of action the Contractor may have under the antitrust laws of Texas or the United States for overcharges associated with this Contract.

R. Unlawful Employment Practices. The Contractor represents and warrants that it shall not engage in unlawful employment discrimination, disparagement, harassment, retaliation, prejudice and/or violent behavior toward any group of people for any reason.

S. Americans with Disabilities Act. The Contractor represents and warrants that it shall comply with the requirements of the Americans with Disabilities Act of 1990, as amended, including related regulations.

T. Immigration. The Contractor shall not permit any employees, nor any employee of its subcontractors, to perform any work on behalf of, or for the benefit of, the OOG in the United States without first ensuring said employee's authorization to lawfully work in the U.S. The Contractor represents and warrants that it shall comply with all applicable U.S. immigration laws with respect to the employment of any individual who will perform labor or services in the U.S. under the Contract, and that it shall require that all employees provide proof of identity and employment eligibility before they can work in the U.S.

U. U.S. Department of Homeland Security's E-Verify System. The Contractor certifies and ensures that it utilizes and will continue to utilize, for the Contract Period, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of: (i) all persons employed to perform duties within the U.S. during the term of the Contract; and (ii) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the State and at no fault to the State, with no prior notification.

V. Felony Criminal Convictions. The Contractor represents and warrants that the Contractor and the Contractor's employees providing services under the Contract have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised OOG as to the facts and circumstances surrounding the conviction.

W. Licenses, Permits and Laws. The Contractor warrants and covenants that it has or will obtain all permits, approvals, and licenses, or other legal approvals necessary for its lawful performance of its obligations under this Contract at Contractor's expense, and shall maintain such licenses or approvals during the term of this Contract without additional expense to OOG. The Contractor shall comply with any applicable U.S. or international federal, state, county, local and

municipal laws, ordinances, resolutions, codes, decisions, orders, rules, and regulations, in connection with the work required by this Contract at the Contractor's expense.

X. Political Activity. The Contractor certifies that none of the activities or performances rendered hereunder by the Contractor shall involve lobbying or political activity, including but not limited to, any activity to further the election or defeat of any candidate for public office, or any activity undertaken to influence the passage, defeat, or final contents of legislation. The Contractor represents and warrants that the Comptroller's payment to the Contractor and the Contractor's receipt of appropriated or other funds under this or any resulting Contract are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code.

SECTION 14. GENERAL TERMS AND CONDITIONS

A. Independent Contractor. The Contractor shall render the goods, services, and requirements under this Contract as an independent contractor. Employees and contractors of the Contractor are not employees of OOG or the State of Texas by virtue of this Contract or otherwise within the meaning of any federal, state, or local law, ordinance, or regulation. The Contractor agrees it is entirely responsible for the payment of the Contractor's and the Contractor's employees' taxes, unemployment insurance, and workers' compensation insurance, and the Contractor agrees to comply with all state and federal laws applicable to any such persons.

B. Subcontracting. In the event that the Contractor should determine that it is necessary or expedient to subcontract for any of the performances herein, the Contractor understands and agrees that it will be responsible to the OOG for any subcontractor's performance under this Contract. In no event shall this section or any other provision of this Contract be construed as relieving the Contractor of the responsibility for ensuring that performance under this Contract, and any subcontracts thereto, is rendered in compliance with all of the terms of this Contract. If Contractor uses a subcontractor for any or all of the work required, the following conditions will apply: (1) The Contractor will identify the proposed subcontractors to the OOG. The OOG retains the right to approve or reject the use of submitted subcontractors. The OOG approval of the Contractor's use of any subcontractor is conditioned in part upon the extent that any subcontract does not conflict with any requirements of the Contract between the OOG and the Contractor; (2) The Contractor, in subcontracting for any performances specified herein, expressly understands and agrees that the Contractor shall be solely and exclusively responsible for any payments and other claims due to subcontractors for work performed under this Contract, and the OOG shall not be liable in any manner to the Contractor's subcontractor(s); (3) The Contractor will be the sole point of contact for the OOG with respect to any performances to be provided by the subcontractor, and/or any payments due to the subcontractor; and (4) In accordance with Texas Government Code, Chapter 2251 (Texas Prompt Payment Act), the Contractor shall, upon receipt of payment from the OOG, pay a subcontractor the appropriate share of the payment not later than ten (10) calendar days after the date the Contractor receives the payment. Upon request of the OOG, the Contractor shall promptly provide documentation in a form acceptable to the OOG to support confirmation of payments made by the Contractor to subcontractors. Any failure to promptly pay subcontractors as required by this section may result in termination of this Contract. The

obligations of the Contractor under this section will survive this Contract and must be included in all subcontracts.

C. No Assignment. The Contractor may not assign this Contract or any of its rights or obligations hereunder (including, without limitation, rights and duties of performance) to any third party or entity, without the prior written consent of the OOG. Any attempted assignment without the OOG's prior written consent is void.

D. Change of Management or Key Personnel. The Contractor agrees that the key personnel assigned to work under the Contract, if any, shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Contractor unless the OOG agrees to a change in the key personnel. Notwithstanding anything in the foregoing to the contrary, the OOG agrees that reasonable business circumstances which may justify the Contractor in permanently or temporarily removing or reassigning key personnel may include termination, disability, illness, vacation and the like.

E. Change of Name/Merger. The Contractor shall promptly notify OOG of any change of name, merger, consolidation, restructuring, sale, or other such change in the identification or designation of the proper legal entity in which it holds this Contract. In such an event, an amendment to this Contract shall be required, and shall specifically state that no other terms, condition, or obligations of this Contract are thereby changed.

F. Bankruptcy. The Contractor shall notify the OOG in writing within ten (10) calendar days should the Contractor become subject to any proceedings for bankruptcy, insolvency, reorganization, arrangement, reorganization arrangement, winding-up, or composition or adjustment of debts, whether such proceedings are instituted by or against the Contractor. In the event of such proceedings involving the Contractor, the OOG may terminate the Contract for cause in its sole discretion.

G. Confidentiality and Information Security. The Contractor agrees that all information, documents, and communications between the Contractor and the OOG: (1) shall be treated as confidential by the Contractor; (2) shall not be used by the Contractor for any purpose other than providing services within the scope of this Contract; and (3) shall not be disclosed to any third party for any purpose unless the disclosure is required by law or the OOG expressly consents in writing in advance of each disclosure. The Contractor must also establish a method to secure the confidentiality of records and other information relating to the OOG in accordance with applicable federal and state laws, rules, and regulations. The obligations of the Contractor under this section will survive this Contract and must be included in all subcontracts.

H. Vendor Performance. Pursuant to Texas Government Code, Section 2155.089 and Title 34, Section 20.115 of the Texas Administrative Code, after the Contract is completed or otherwise terminated, the OOG is required to review and report on the Contractor's performance using the Vendor Performance Tracking System (VPTS) established by the CPA. More information about the VPTS is available at:

I. Indemnification. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. TO COMPLY WITH PROFESSIONAL STANDARDS, INCLUDING THE AICPA INDEPENDENCE STANDARDS PROHIBITING AN AUDITOR FROM INDEMNIFYING A CLIENT FOR CLIENT'S ACTS, THIS INDEMNIFICATION PROVISION SHALL NOT REQUIRE THE CONTRACTOR TO INDEMNIFY THE OOG, THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FOR THE ACCURACY AND COMPLETENESS OF THE OOG'S FINANCIAL STATEMENTS FOR THE PROGRAM.

J. Intellectual Property/Infringements - Including Indemnity. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE OOG, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS, IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PURSUANT TO THIS CONTRACT. THIS INDEMNIFICATION IS INTENDED TO APPLY TO THE FULL EXTENT ALLOWED BY LAW, REGARDLESS OF THE GROUNDS OR NATURE OF ANY CLAIM ASSERTED, INCLUDING, WITHOUT LIMITATION, CLAIMS BASED ON PRINCIPLES OF CONTRACT, NEGLIGENCE OR OTHER TORT, FIDUCIARY DUTY, WARRANTY, STATUTE, OR COMMON LAW. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO

ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (a) use by the OOG of the product or service for a purpose or in a manner for which the product or service was not designed, (b) any modification made to the product by the OOG without the Contractor's written approval, (c) any modifications made to the product by the Contractor pursuant to the OOG's specific instructions, (d) any use of the product or service by the OOG that is not in conformity with the terms of any applicable license agreement, or (e) the combination of the deliverables with materials not supplied or approved by Contractor.

If the Contractor becomes aware of an actual or potential infringement claim, or the OOG provides the Contractor with notice of an actual or potential infringement claim, the Contractor may (or in the case of an injunction against the OOG, shall), at the Contractor's sole option and expense, (a) procure for the OOG the right to continue to use the affected portion of the product or service, or (b) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that the OOG's use is non-infringing. In the event that performance of either of the options described in clauses (a) or (b) above would be unreasonable, the OOG shall return the allegedly infringing item to the Contractor, and the Contractor shall refund to the OOG the amount paid to the Contractor for such item.

K. Taxes/Workers' Compensation/Unemployment Insurance- Including Indemnity

1. THE CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, THE CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF THE CONTRACTOR'S AND THE CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. NEITHER THE OOG NOR THE STATE OF TEXAS SHALL BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF THE CONTRACTOR.

2. THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE OOG, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL

RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. THE CONTRACTOR AND THE OOG AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

L. Insurance and Other Security. The Contractor shall maintain insurance coverage limits not less than the following insurance and bonding coverage outlined below in connection with the Contract:

1. **Workers Compensation Insurance.** The Contractor must maintain standard workers' compensation insurance or its equivalency in accordance with applicable state law for all its employee personnel who will provide services to the OOG under this Contract.

2. **Liability Insurance.** The Contractor must maintain Commercial General Liability Insurance, including personal injury and advertising injury insurance, with third-party and employee dishonesty or "Client Property" endorsement/coverage, with coverage limits of not less than the following:

Bodily Injury and Property Damage	
Each occurrence limit:	\$1,000,000
Aggregate limit:	\$2,000,000
Medical Expense each person:	\$5,000
Personal Injury and Advertising Liability:	\$1,000,000
Products /Completed Operations Aggregate Limit:	\$2,000,000
Damage to Premises Rented:	\$50,000

Note: The required coverage is to be with companies licensed in the state of Texas, with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.

The Contractor is not required to cover the employees of subcontractors. However, the Contractor must require its subcontractors to maintain the required coverage. To the extent that the Contractor's subcontractor does not have or maintain insurance or does not have or maintain sufficient insurance as required by this Contract, the Contractor acknowledges and agrees that the Contractor will be solely responsible for any losses or damages related to or caused by the subcontractor's performance of any duties or obligations under this Contract. The OOG will have

no obligation to reimburse or otherwise pay the Contractor or its subcontractor for any costs incurred related to any such losses or damages.

Should any of the above described policies be cancelled before the expiration date thereof without substitution of substantially similar coverage, Contractor will endeavor to provide 30 days written notice to OOG. However, a failure to provide such notice shall impose no obligation or liability of any kind upon Contractor.. The Contractor shall maintain the above insurance coverage during the term of this Contract, and shall provide OOG with acceptable proof of insurance within seven (7) calendar days of the OOG's written request.

M. Intellectual Property Rights. "Works" and "Intellectual Property Rights" as used in this Contract shall have the meaning assigned by RFQ No. 301-8-0518.

1. Ownership. As between the Contractor and the OOG, the Works and Intellectual Property Rights in the Works are and shall be owned exclusively by the Contractor.

2. Ownership of Prior Rights by the Contractor. All property and tangible or intangible items, including the Intellectual Property Rights therein, that were created, developed or owned by the Contractor prior to the execution of this Contract or independently shall continue to be exclusively owned by the Contractor, and the OOG shall have no ownership thereof, and no rights thereto, other than the limited, non-exclusive right to use such property or tangible or intangible items solely for the purposes set forth in this Contract. All intellectual property relating to the goods and/or services set forth herein or under the Contract, including the Intellectual Property Rights in those goods and/or services, that was created, developed, or licensed by the Contractor prior to or independently of the execution of the Contract, or during the term of the Contract, to the extent such intellectual property is not considered "Works," but shall be, and is, licensed to the OOG on a nonexclusive, perpetual, irrevocable, royalty- free, worldwide basis, to allow the OOG or its designees to provide, and continue to provide, the goods and services set forth herein or under the Contract, including after the expiration or termination of the Contract.

3. Transition to New Contractor In accordance with professional standards, and subject to standard industry restrictions, the Contractor will grant access to a successor auditor to enable transition if and when applicable.

N. Informal Meetings and Dispute Resolution. The Parties' representatives will meet as needed to implement the terms of this Contract and will make a good faith attempt to informally resolve any disputes. If the dispute resolution process provided for in Chapter 2260 of the Texas Government Code applies, it shall be used as the sole and exclusive process to resolve any claim for breach of this Contract made by Contractor. Neither the execution of this Contract nor any other conduct of or statements by any representative of the OOG relating to this Contract shall be considered a waiver of sovereign immunity.

O. Continued Performance. Except where it may violate professional standards, the

Contractor shall not be excused from performance during any pending dispute, unless approved in writing by the OOG.

P. Debt to State. The Contractor acknowledges and agrees that, to the extent the Contractor owes or incurs any debt or delinquent taxes to the State of Texas, any payments the Contractor is owed under this Contract during the term of the Contract may be applied by the Comptroller toward any debt or delinquent taxes the Contractor owes the State of Texas until the debt or delinquent taxes are paid in full.

Q. Media Releases or Pronouncements. The Contractor understands that the OOG does not endorse any contractor, commodity good, or service. Except as authorized by the OOG to fulfill the Contractor's service requirements under this Contract, the Contractor, its employees, representatives, subcontractors or other agents may not make any news releases, public announcements, or public disclosures, or engage in any conversations with representatives of the news media, pertaining to this Contract, without the prior written approval of OOG, and then only in accordance with explicit written instructions from the OOG. The Contractor must not use the name of the State of Texas or the OOG in any advertisement, promotion, or otherwise for any purpose regarding this Contract without the OOG's prior written approval. The Contractor shall not affix its company name, label, logo, or any other similar identifying information to or on any products, equipment or any other goods provided under this Contract.

R. Texas Public Information Act/Confidentiality. The Contractor agrees the State, the OOG, and this Contract are subject to the Texas Public Information Act, Chapter 552, Government Code (the "PIA"). The Contractor understands and agrees all information created or exchanged in connection with this Contract is subject to the PIA. The Contractor will cooperate with the OOG in the production of documents or information responsive to a request for information. Information provided by the Contractor in connection with this Contract that the Contractor considers proprietary, financial, or trade secret information (collectively "Confidential Information") shall be designated as such when it is provided to OOG. The Contractor will notify OOG within twenty-four (24) hours of receipt of any third party requests for information that was provided to the Contractor by the OOG or the State. The Contractor agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to OOG or the State.

S. Force Majeure. Neither the Contractor nor the OOG shall be liable to the other for any delay in, or failure of performance, of any requirement of this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the Contract term until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each Party must inform the other in writing, with proof of receipt, within three (3) Business Days of the existence of such force majeure, or otherwise waive this right as a defense.

If nonperformance under this section continues for more than thirty (30) calendar days, the OOG may exercise any rights to termination.

T. Liability for Damage to Government Property. The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to this Contract, if any. The Contractor shall notify the OOG Contract Manager in writing of any such damage within one (1) calendar day.

U. Compliance with Applicable Laws. The Contractor must comply with all applicable laws at all times, including, without limitation, the following: (i) Texas Penal Code Section 36.02, which prohibits bribery; (ii) Texas Penal Code Section 36.09, which prohibits the offering or conferring of benefits to public servants; and (iii) Texas Government Code, Section 2155.003, which prohibits certain state employees from having an interest in, or in any manner being connected with, a contract or bid for a purchase of goods or services by an agency of the state, or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.

The Contractor shall give all notices and comply with all laws and regulations applicable to furnishing and performance of this Contract, if any. Except where otherwise expressly required by applicable laws and regulations, OOG shall not be responsible for monitoring the Contractor's compliance with this section. If the Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, the Contractor shall bear all claims, costs, losses, and damages caused by, arising out of, or resulting there from.

V. Drug Free Workplace. The Contractor shall comply with and implement the applicable provisions of the Drug-Free Work Place Act of 1988 and any amendments that may hereafter be issued.

W. Technology Accessibility. To the extent applicable, the Contractor will comply with the applicable State of Texas Accessibility standards for Electronic and Information Resources established for state agencies by the Texas Department of Information Resources (DIR), including as set forth in Title 1, Chapters 206 and 213 of the Texas Administrative Code (including as may be amended during the term of the Contract) when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Likewise, if applicable, Contractor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). A Contractor not listed with the "Buy Accessible Wizard" or supplying a URL to their VPA T must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT

is located at <http://www.section508.gov/>.

X. Fraud, Waste and Abuse. The Contractor understands that the OOG does not tolerate any type of fraud, waste, or misuse of funds received from the OOG. The OOG's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, OOG policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. In the event the Contractor becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from the OOG that is made against the Contractor, the Contractor is required to immediately notify the OOG of said allegation or finding. The Contractor is also obliged to inform the OOG of the status of any on-going investigations. The Contractor is expected to report any possible fraudulent or dishonest acts, waste, or abuse to the OOG's Fraud Coordinator or Ethics Advisor at (512) 463-1788 or in writing to: Ethics Advisor, Office of the Governor, P.O. Box 12428, Austin, Texas 78711.

Y. Governing Law and Venue. This Contract is made and entered into in the State of Texas. This Contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any Contractor-initiated action, suit or litigation arising out of or in any way relating to this Contract shall be exclusively in the Travis County District Court or the United States District Court, Western District of Texas - Austin Division. Venue for any OOG-initiated action, suit or litigation arising out of or in any way relating to this Contract may be in a Texas state district court or a United States District Court in Texas selected by the OOG in its sole discretion. The Contractor hereby irrevocably and unconditionally consents to the jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending any such litigation. The Contractor hereby waives and agrees not to assert as a defense, or otherwise, in any suit, action or proceeding, any claim that the Contractor is not subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is otherwise improper.

Z. No Waiver of Immunity. The OOG is immune from suit and from liability. No part of this Contract, nor the conduct or statement of any person, will be construed as a waiver of sovereign immunity or official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to the OOG, and/or the State of Texas, or their officers, employees, or agents as provided by law.

AA. Client Reference. The OOG agrees that, upon prior written approval from the OOG, the Contractor may (1) use the OOG's name and generally describe the nature of the Contractor's engagement(s) with the OOG in marketing to prospects, and/or (2) provide prospects with contact information for OOG personnel familiar with the Contractor's services.

BB. No Punitive or Consequential Damages. Any liability of the Contractor will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity.

CC. Limit of Liability. Except where it is judicially determined that Contractor performed its Services with gross negligence or willful misconduct, Contractor's liability will not exceed two (2) times fees paid by OOG to Contractor for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Contract.

DD. Crowe Global Network. Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

SECTION 15. ROLE OF THE STATE AUDITOR. The Contractor understands that the State Auditor's Office may opt to rely on the work of the Contractor to support the State Auditor's Office's opinion on the Comprehensive Annual Financial Report for the State of Texas, and the Contractor agrees to cooperate with the State Auditor's Office in a joint effort to comply with American Institute of Certified Public Accountants standards AU-C 600, Special Considerations-Auditors of Group Financial Statements (Including the Work of Component Auditors). The Contractor agrees that the State Auditor's Office is serving in the capacity of the group engagement auditor. As a component auditor, the Contractor agrees to provide to the State Auditor's Office information necessary to facilitate determination regarding the Contractor's understanding and compliance with ethical requirements and professional competence.

SECTION 16. NON-WAIVER OF RIGHTS. Failure of the OOG to require performance by the Contractor of any requirement under the Contract will not affect the right of the OOG to require such performance in the future. No delay, failure, or waiver of the OOG's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by the OOG of any breach of any term of the Contract will not be construed as a waiver of any continuing or successive breach.

SECTION 17. SURVIVAL OF TERMS. Termination of the Contract for any reason does not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following

any such termination, including the provisions regarding invoicing or return of funds, confidentiality and security, limitation of liability, indemnification, audit rights, subcontracting, transition, Intellectual Property Rights, Texas Public Information Act, media releases or pronouncements, records retention, dispute resolution, sovereign immunity, governing law and venue.

SECTION 18. SEVERABILITY/INTERPRETATION. If any part or provision of this Contract is held to be void or unenforceable, this shall have no effect on the remaining parts or provisions of the Contract, which shall continue in full force and effect. In case any one or more of the parts or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other part or provision thereof and the Contract shall be construed as if such invalid, illegal, or unenforceable part or provision had never been contained herein. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the Contract.

SECTION 19. ENTIRETY. This Contract (including its incorporated contract documents) is intended as a full and complete expression of and constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. All prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Contract.

SECTION 20. DELIVERY OF NOTICES. Any notice required or permitted under this Contract by one party to the other party must be in writing and correspond with the contact information noted in this section. Any notice required or permitted to be given under this Contract may be given by regular first class mail and/or email and shall be deemed to have been given on the date of attempted or actual delivery to the recipient if addressed to the receiving party at the address specified in this section. At all times, the Contractor will maintain and monitor at least one active electronic mail (e-mail) address for the receipt of Contract-related communications from the OOG. It is the Contractor's responsibility to monitor this e-mail address for Contract-related information.

Contractor's Contact Information. The mailing address for all notices to the Contractor is:

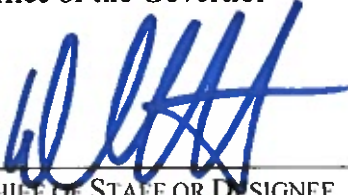
Kevin W. Smith
Partner
Crowe LLP
750 North Saint Paul Street, Suite 850
Dallas, Texas 75201-3246
Email: kevin.w.smith@crowe.com

Office of the Governor's Contact Information. The mailing address of the OOG's Contract Manager for all notices is:

Whitney Smith-Nelson
Office of the Governor of Texas
Economic Development and Tourism Office
P.O. Box 12878
Austin, TX 78711-2878
Email: whitney.smith@gov.texas.gov

SIGNATORIES. IN WITNESS WHEREOF, the undersigned Parties certify their authorization to execute a contract and have executed this Contract as of the Effective Date stated above.

Office of the Governor



CHIEF OF STAFF OR DESIGNEE
OFFICE OF THE GOVERNOR

Crowe LLP

 Audit Partner

NAME
TITLE

APPENDIX A – GLOSSARY OF TERMS

This Glossary assigns definitions to the listed terms. The definition given to a term listed in this Glossary applies whenever the term appears in this Contract.

Term	Definition
Business Days or Business Hours	The Office of the Governor’s business days and hours are 8:00 a.m. to 5:00 p.m. CT, Monday through Friday, excluding State holidays. A schedule of State of Texas holidays is located at: http://www.hr.sao.texas.gov/Holidays
Contract	The final executed agreement entered into by the OOG and the Contractor, which incorporates the contents of RFQ 301-8-0518, as modified by any published addenda; the OOG’s formal responses to questions and answers issued during the RFQ process; and the Contractor’s response to the RFQ, except as to any confidential financial information of the Contractor.
CPA / Comptroller	Texas Comptroller of Public Accounts.
Day	A calendar day, unless otherwise specified as a Business Day.
ESBD	The Electronic State Business Daily (ESBD) at http://esbd.cpa.state.tx.us/
Fiscal Year	The State of Texas fiscal year, which begins on September 1 and ends on August 31 of the following year.
Historically Underutilized Business (HUB)	A business certified by the CPA that is at least 51% owned by a minority, woman, and/or qualifying Veteran as defined by Texas Government Code, Title 10, Subtitle D, Chapter 2161. For further explanation, see the CPA administrative rules at Title 34, Texas Administrative Code, Subchapter D, Division 1 and https://www.comptroller.texas.gov/purchasing/vendor/hub/
HUB Subcontracting Plan	A Historically Underutilized Business Subcontracting Plan (HSP) required by Chapter 2161 of the Texas Government Code, Sections 2161.251 through 2161.253. (see Exhibit D).

Intellectual Property Rights	The worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
TAC	The Texas Administrative Code, available at: http://texreg.sos.state.tx.us/public/readtac\$ext.viewtac
Works	Any tangible or intangible items or things that prepared, created, maintained, serviced or developed for or on behalf of OOG under the Contract by the Contractor (or such third parties as the Contractor may engage) at any time following the Effective Date of the Contract, including, but not limited to, any (i) works of authorship, (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to OOG under the Contract, and (viii) all Intellectual Property Rights in any of the foregoing.