

SPECIAL MEETING - April 2, 2014

BE IT REMEMBERED, that on this 2nd day of April A.D., 2014, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein the following members thereof were present, to-wit:

- | | |
|---|-------------------------------------|
| HONORABLE RAMON GARCIA | HIDALGO COUNTY JUDGE |
| HONORABLE A.C. CUELLAR, JR. | COMMISSIONER, PRECINCT NO. 1 |
| HONORABLE HECTOR "TITO" PALACIOS | COMMISSIONER, PRECINCT NO. 2 |
| HONORABLE JOE M. FLORES | COMMISSIONER, PRECINCT NO. 3 |
| HONORABLE JOSEPH PALACIOS | COMMISSIONER, PRECINCT NO. 4 |

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:



AGENDA
CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT
MEETING
April 2, 2014
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

1. Roll Call

All members of the Court were counted present.

2. Pledge of Allegiance

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

3. Prayer

Virginia Townsend led the Court and Audience in Prayer.

4. Approval of Consent Agenda

The Court moved to approve the Consent Agenda for the exception of Item 10.G to be pulled for discussion.

5. Open Forum

Virginia Townsend wanted to take the moment to thank Sheriff Trevino for the programs he created to assist the community and that he is appreciated.

Fern McClaugherty stated she would like the court to hire someone who wants good for the county. She searched all the candidates' backgrounds and hopes the county can choose someone whom doesn't have their own agenda.

Opal Billman stated that married people have joint assets and when there is a divorce, those assets should be divided. She stated that she is still being falsely imprisoned in her own home.

Ramiro Trevino stated that hiring an Interim Sheriff is an important task and hopes everyone has done their research.

Luis Pena would like the court to make the right choice in hiring the new Sheriff.

Johnny Partian spoke of a particular candidate that would not be the right choice as sheriff due to a situation where a member of his campaign

b. Acceptance and approval of Change Order No. 1 in the amount of \$24,663.00 resulting in changes as reflected on supporting documentation including but not limited to removing alternate 2 (kitchen appliances), and adding: prep and paint metal roof, gutters and downspouts, electrical and data boxes for classroom, mill work with laminated tops with an addition of thirty three (33) calendar days for completion of project for Contract No. C-13-234A-10-22 with NM Contracting, LLC as drafted/reviewed/approved by project architect, Dannenbaum Engineering Company for: Hidalgo County Precinct No. 4 -"Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road in Edinburg, TX" with authority for County Judge, or Court Member to execute document.

On motion by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., seconded by COMMISSIONER PCT. 4, JOSEPH PALACIOS, the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

C. Health & Human Services Dept.

- 1. **AI-43781** Pursuant to Texas Local Government Codes Ann., Chapter 271, Sections .101 & .102 (with both entities being political subdivisions of the State of Texas), requesting acceptance and approval of the Cooperative Purchasing Program Agreement between the Harris County Hospital District d/b/a/ Harris Health System and Hidalgo County thus allowing Hidalgo County Department of Health and Human Services to utilize (and eventually purchase) the software system and other pertinent related items in connection with 1115 Medicaid Waiver Project contract with Performance Logic, Inc. (awarded vendor through-Request For Proposal Job. No: 13/0077 by HCHD,dba,HHS).

On motion by COMMISSIONER PCT. 4, JOSEPH PALACIOS, seconded by COMMISSIONER PCT. 1, A.C. CUELLAR, JR., the Court made a UNANIMOUS vote of approval.

Vote: 4 - 0 - Unanimously

At this time, the Court proceeded to item 14.A.

21. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

- A. Real Estate Acquisition
- B. Pending and/or potential litigation
- C. **AI-43805** Civil Action No. 13-261; Jose G. Perez and Maria Guadalupe Perez v. Guadalupe "Lupe" Trevino, Sheriff of Hidalgo County, Texas, et al
- D. **AI-43807** Civil Action No. 7:14-cv-00067; Santos Rodriguez, Jr. et al v. Hidalgo County Sheriff's et al, City of Mission, et al and other unknown persons

APPROVED

AI-43781

Purchasing Department 20. C. 1.

CC REGULAR

Meeting Date: 04/02/2014

**Submitted For: Ed. Olivarez,
CAO-HCDHHS**

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Pursuant to Texas Local Government Codes Ann., Chapter 271, Sections .101 & .102 (with both entities being political subdivisions of the State of Texas), requesting acceptance and approval of the Cooperative Purchasing Program Agreement between the Harris County Hospital District d/b/a/ Harris Health System and Hidalgo County thus allowing Hidalgo County Department of Health and Human Services to utilize (and eventually purchase) the software system and other pertinent related items in connection with 1115 Medicaid Waiver Project contract with Performance Logic, Inc. (awarded vendor through-Request For Proposal Job. No: 13/0077 by HCHD,dba,HHS).

BACKGROUND

Agreement document approved as to form by legal on March 19, 2014.

Fiscal Impact

FISCAL YEAR: 2014

ACCT. #: 4-1100-444-00-240-005-0-320

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact on this agenda; it is approval of the agreement document however once the department user is ready to utilize the services the funding account number to be utilized it will be from Acct. #14-1100-444-00-240-005-0-320.

Available balance as of 3-28-14 \$56,350

Attachments

Agreement Document

Loc. Gov. Code 271.101 and 271.102

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	03/27/2014 12:18 PM
Budget & Management	Debbie Tamez	03/27/2014 02:05 PM
Manuel Chapa	Manuel Chapa	03/28/2014 01:54 PM
Auditor's Office	Monica Badillo	03/28/2014 04:12 PM
Form Started By: Vangie Garcia		Started On: 03/26/2014 09:12 AM
	Final Approval Date: 03/28/2014	

COOPERATIVE PURCHASING PROGRAM AGREEMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This Cooperative Purchasing Program Agreement is made and entered into by and between the Harris County Hospital District d/b/a Harris Health System ("Harris Health"), a political subdivision of the State of Texas and Hidalgo County (the "County"), a political subdivision of the State of Texas, pursuant to Sections 271.101 and 271.102 of the Texas Local Government Code Ann., as amended. Harris Health and County are referred to herein collectively as the "Parties" and individually as a "Party."

Recitals

Harris Health has entered into a contract with Performance Logic, Inc., to provide a software system to manage 1115 Medicaid Waiver projects, timelines, outcomes, metrics and milestones awarded through the publicly bid Request for Proposal Job No.: 13/0077;

County has requested Harris Health to allow the County to directly purchase the software from Performance Logic, Inc. based on its award to Performance Logic, Inc.;

The Harris County Purchasing Agent handles all procurement activities for Harris Health; and

Pursuant to TEX. LOCAL GOV'T CODE ANN. §271.102, the County may participate in Harris Health's Cooperative Purchasing Program.

Terms

I.

Pursuant to this Agreement, the County may use Harris Health's award to Performance Logic, Inc. to purchase a software system to manage 1115 Medicaid Waiver projects, timelines, outcomes, metrics and milestones. The County's right to purchase this software system is subject to approval of Performance Logic, Inc. and approval of the Harris County Purchasing Agent.

II.

In accordance with TEX. LOCAL GOV'T CODE ANN. §271.102(b), the County hereby:

- A) designates the Hidalgo County Judge or his designated representative to act on behalf of the County in all matters relating to this Agreement;
B) agrees that the County can contract directly with Performance Logic, Inc. subject to the approval of Performance Logic, Inc. and the Harris County Purchasing Agent;
C) agrees to make payments directly to Performance Logic, Inc.; and
C) agrees that the County will be solely responsible for Performance Logic's compliance with the terms of its Agreement with the County.

III.

The term of this Agreement shall begin on the later date this Agreement is approved by all Parties and end twelve months later. The County and Harris Health through its governing body may terminate this Agreement upon thirty (30) days prior written notice. This Agreement will automatically renew for three (3) one year terms unless one Party sends the other Party a thirty (30) day prior written termination notice.

IV.

Nothing in this Agreement is construed as creating any personal liability on the part of any officer or agent of any public body that may be a Party to this Agreement.

V.

This Agreement constitutes the entire agreement between the Parties. No prior written or prior contemporaneous oral promise or representation is binding. This Agreement may not be amended, changed or extended except by written instrument signed by both Parties.

VI.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, at the addresses set forth below. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Harris Health: Harris County Hospital District
d/b/a Harris Health System
2525 Holly Hall
Houston, Texas 77054
Attn: President and CEO

Copy to: Harris County Purchasing Agent
1001 Preston, Suite 670
Houston, Texas 77002

To the County: Hidalgo County
1304 S. 25th Ave.
Edinburg, Texas 78541


Either Party may designate a different address by giving the other Party ten (10) days written notice.

VII.

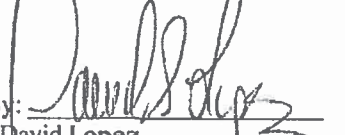
EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

Approved As To Form:

Vince Ryan
Harris County Attorney


By: 
Mercedes Leal
Vice President/Legal Affairs
C.A. File No. 14HSP0082

Harris County Hospital District
d/b/a Harris Health System

By: 
David Lopez
President/CEO
Date Signed: 5/13/14



ATTEST/SEAL:


Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY
Signed by:


Ramon Garcia, County Judge

APPROVED AS TO FORM:
Office of Criminal District Attorney Rene Guerra


By: Michael L. Garza, Assistant District Attorney

Approved by Commissioners' Court
on 4-2-14 RO

APPROVED BY HIDALGO COUNTY COMMISSIONERS COURT: APRIL 2, 2014

Zimbra

evangelina.garcia@co.hidalgo.tx.us

Performance Logic for the 1115 Waiver - Hidalgo County

From : Michael Garza <michael.garza@da.co.hidalgo.tx.us> Wed, Mar 19, 2014 02:27 PM
Subject : Performance Logic for the 1115 Waiver - Hidalgo County
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
Cc : perla lopez <perla.lopez@hchd.org>, 'Dairen Sarmiento' <dairan.sarmiento@hchd.org>, 'Martha Salazar' <martha.salazar@co.hidalgo.tx.us>, 'Darlene H. Betancourt' <darlene.betancourt@co.hidalgo.tx.us>
Reply To : michael garza <michael.garza@da.co.hidalgo.tx.us>

Vangie,

My office approves as to form the Cooperative Purchasing Program Agreement between Harris County and Hidalgo County regarding the above referenced matter.

Please let me know if you have any questions or concerns.

Michael Garza
Assistant Criminal District Attorney
 Contracts and Civil Litigation Section
 Office of Criminal District Attorney
 Hidalgo County, Texas
 100 N Closner Rm 303
 Edinburg, TX 78539
 (956) 318-2313 ext. 3824
 (956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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 TO michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**

provided for by law, below that which is required to provide the amount required by Subsection (a), the local government shall, at the earliest practicable time, refund or defease the obligations, and after such defeasance or refunding the reduction in rate shall become effective in accordance with law

Added by Acts 1993, 73rd Leg., ch. 827, Sec. 1, eff. Aug. 30, 1993.

Sec. 271.096. ADMINISTRATION, RULES, FEES. The board shall administer the implementation of this subchapter and may adopt rules and set fees necessary for its administration.

Added by Acts 1993, 73rd Leg., ch. 827, Sec. 1, eff. Aug. 30, 1993.

SUBCHAPTER F. COOPERATIVE PURCHASING PROGRAM

Sec. 271.101. DEFINITIONS. In this subchapter:

(1) "Local cooperative organization" means an organization of governments established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

(2) "Local government" means a county, municipality, special district, school district, junior college district, regional planning commission, or other political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.

Sec. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION.

(a) A local government may participate in a cooperative purchasing program with another local government or a local cooperative organization.

(b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:

(1) designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;

(2) make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

(3) be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

(c) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.

SUBCHAPTER G. PURCHASES FROM FEDERAL SCHEDULE SOURCES OF SUPPLY

Sec. 271.103. FEDERAL SUPPLY SCHEDULE SOURCES. (a) A local government may purchase goods or services available under Federal supply schedules of the United States General Services Administration to the extent permitted by federal law.

(b) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

Added by Acts 1997, 75th Leg., ch. 826, Sec. 2, eff. June 18, 1997.

SUBCHAPTER I. ADJUDICATION OF CLAIMS ARISING UNDER WRITTEN CONTRACTS WITH LOCAL GOVERNMENTAL ENTITIES

Sec. 271.151. DEFINITIONS. In this subchapter:

(1) "Adjudication" of a claim means the bringing of a civil suit and prosecution to final judgment in county or state court and includes the bringing of an authorized arbitration proceeding and prosecution to final resolution in accordance with any mandatory procedures established in the contract subject to this subchapter for



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FitzGibbons Agency 44 E Bridge St, Suite #1 PO Box 2023 Oswego NY 13126	CONTACT NAME: Dawn Dashnaw PHONE (A/C No, Ext): (315)342-5000 E-MAIL ADDRESS: dawn@askfitz.com	FAX (A/C No): (315)342-5200
	INSURER(S) AFFORDING COVERAGE	
INSURED Performance Logic, Inc. 200 East Broadway, Suite E New York NY 10002	INSURER A: The Travelers	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Hidalgo County **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBRSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	ZLP11T220261315	12/4/2013	12/4/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			BA0520P92A13TEC	12/4/2013	12/4/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	EN08151C51413	12/4/2013	12/4/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 County of Hidalgo is an Additional Insured on the Commercial General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Attn: Purchasing Department 2812 S Highway Bus 281 Edinburg, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John FitzGibbons/DMD
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HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name:	Performance Logic, Inc.	Telephone No. (212)253-0545
dba Name:		
Legal Name:	Performance Logic, Inc.	
Mailing Address :	200 East Broadway, Suite E, New York, NY 10002	Fax No. (212) 253-0565
Physical Address:	901 SE Oak Street, Suite 205	
City, State, Zip	Portland, OR 97214	Tax I.D. No. 04-3510722
Remit to Address :	200 East Broadway, Suite E, New York, NY 10002	
E-Mail Address:	nshah@performancelogic.com	
Representative(s) Name(s) & Title(s)	Neelesh Shah, President/CEO	
Type of Organization (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify	
State Identification No.	(Please attached completed W-9 form with this application)	
	Federal Identification No. or (if individual) SS No.	
State of Incorporation:	<u>DE</u>	Date: <u>4/24/2000</u> Other:
Type of Business (check one):	<input checked="" type="checkbox"/> X Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> X Service Organization <input type="checkbox"/> Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	Neelesh Shah, President/CEO	
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:	Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input checked="" type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input checked="" type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s):	_____ or are Certificate(s) attached?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?:	<u>Project Management Software</u>	
Would you like to be provided with specifications for procurements of such products?:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing):	_____ Date Rec'd by (Purchasing):	
Date Forwarded Information to Auditor's Office:	Entry Date:	Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other Federal SBA

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2	Name (as shown on your income tax return) Performance Logic, Inc.	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 901 SE Oak Street, Suite 206	Requester's name and address (optional)
	City, state, and ZIP code Portland, OR 97214	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
Employer identification number	
0 4 - 3 5 1 0 7 2 2	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Michael R. Hill* Date ▶ 3-28-2014

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

Insurance Requirement Acknowledgment

I, Neelash Shah, authorized representative for Performance Logic Inc
Company/Vendor

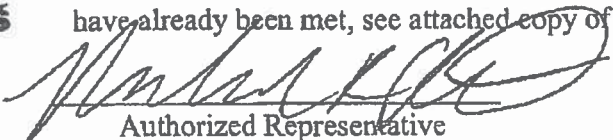
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

§ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

§ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

§ have already been met, see attached copy of insurance certificate.


Authorized Representative

3-28-2014
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly** basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

**PROJECT REQUIREMENTS
ACKNOWLEDGMENT**

This is to certify that I, Neelash Shah, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bonds: _____.

3. Certificates: Liability, Automobile, Workers Comp.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.


Authorized Signature

3-28-2014
Date

Performance Logic Inc.
Company

200 E. Broadway, Ste E
Address

NY, NY 10002
City, State, Zip

FAR Report

Certification for: PERFORMANCE LOGIC INC

DUNS: 123109428

Certification Validity From: Sat Nov 09 10:31:08 EST 2013

To : Sun Nov 09 10:31:09 EST 2014

I have read each of the FAR and DFARS provisions presented below. By submitting this certification, I, Neelesh Shah, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to penalties if I misrepresent PERFORMANCE LOGIC INC in any of the below representations or certifications to the Government.

FAR 52.203-2 Certificate of Independent Price Determination (Apr 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those Prices
 - (ii) The intention to submit an offer, or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision Neelesh Shah, President;
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sep 2007)

(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

FAR 52.204-3 Taxpayer Identification (Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* TIN on file.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; .

* Offeror is an agency or instrumentality of a foreign government; .

* Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

* sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other

(f) Common parent.

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name:

TIN:

(End of Provision)

FAR 52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it is a women-owned business concern.

(End of Provision)

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (May 2011)

(a) Definitions. Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

- (c) Representation. By submission of its offer, the offeror represents that-
- (1) it is not an inverted domestic corporation; and
 - (2) it is not a subsidiary of an inverted domestic corporation.

(End of Provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (Apr 2010)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals-
 - (A) Are Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have Have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
 - (C) Are Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
 - (D) Have Have not , within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (1) Federal taxes are considered delinquent if both of the following criteria apply:
 - (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (2) Examples:
 - (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).

(ii) The Offeror has , has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (AUG 2013)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.212-3(c)(1). You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except-

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____

(Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Description	Estimated Value	Offeror's Estimated Value	Offeror's Estimated Value
541511	CUSTOM COMPUTER PROGRAMMING SERVICES		\$25500000	Y

- (1)* Small business concern. The offeror represents as part of its offer that it is, is not a small business concern.
- (2)* Veteran-owned small business concern. The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.
- (3)* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it is, is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5)* Women-owned small business concern. The offeror represents that it is, is not a women-owned small business concern. *Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.
- (6)** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision] The offeror represents that:
- (i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7)** Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:
- (i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- State Eligible Labor Surplus: Civil Jurisdictions Included:

- (10) (i) General. The offeror represents that either-
- (A) is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or sss
- (B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture.]
- (11) HUBZone small business concern. The offeror represents, as part of its offer, that-
- (i) It is, it is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It is, it is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246-
- (1) Previous contracts and compliance. The offeror represents that-
- (i) It has it has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It has it has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that-
- (i) It has developed and has on file, it has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(2) Foreign End Products:

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

(3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

(4) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision: (g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689) (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) Are Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) Have Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.

(4) Have Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pomography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) in the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

7030	US
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(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that _____

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does, does not certify that _____

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(ii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies _____

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

* TIN on file.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,

* Offeror is an agency or instrumentality of a foreign government; ,

* Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other

(5) Common parent.

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name:

TIN:

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

- (n) Prohibition on Contracting with Inverted Domestic Corporations.
 (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the internal Revenue Code 25 U.S.C. 7874.
 (2) Representation. By submission of its offer, the offeror represents that-
 (i) It is not an inverted domestic corporation; and
 (ii) It is not a subsidiary of an inverted domestic corporation.

- (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.
 (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
 (2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-
 (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf of or at the direction of, the government of Iran;
 (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and
 (iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.pdf>).
 (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-
 (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

Alternate I (Apr 2011)

As prescribed in 12.301(b)(2), add the following paragraph (c) (12) to the basic provision:

- (12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c) (10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Alternate II (Jan 2012)

As prescribed in 12.301(b)(2), add the following paragraph (c) (10)(iii) to the basic provision:

(iii) Address. The offeror represents that its address is, is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

FAR 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

(a) The bidder, in the performance of any contract resulting from this solicitation, intends, does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Performance Logic	901 SE Oak Street Suite 205, Portland, OR, UNITED STATES, 97214	200 East Broadway Suite E, New York, NY, UNITED STATES, 10002
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(End of Provision)

FAR 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Owner	Plant or Facility Address	Owner Address
Performance Logic	901 SE Oak Street Suite 205, Portland, OR, UNITED STATES, 97214	200 East Broadway Suite E, New York, NY, UNITED STATES, 10002

(End of Provision)

FAR 52.219-1 Small Business Program Representations (Apr 2012)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.219-1(b)(2). You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards. The NAICS shown are those you have entered.

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations

NAICS Code	Name	NAICS Description	Small Business?	Small Business?
541511	CUSTOM COMPUTER PROGRAMMING SERVICES		\$25500000	Y

- (1)** The offeror represents as part of its offer that it [X] is, [] is not a small business concern (see below).
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [X] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3)** [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [X] is not a women-owned small business concern. (See Below)
- (4)** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision] The offeror represents as part of its offer that:
- (i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5)** Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible for the WOSB Program in (b)(4) of this provision] The offeror represents as part of its offer that:
- (i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [X] is not a veteran-owned small business concern.
- (7)** [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern. (See Below)

**If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

**Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [] is, [X] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible for the WOSB Program.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Apr 2011)

As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.219-2 Equal Low Bids (Oct 1995)

(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

FAR 52.219-22 Small Disadvantaged Business Status (Oct 1999)

The NAICS for which you are identified as small are shown in the table below; and serves to complete the representation in 52.219-22(b). You are certifying to all of the NAICS in the table so please review it in its entirety. These Y/N answers are located in the "Small Business?" column where a "Y" indicates "Small" and "N" indicates "Other than Small". This status is derived from the SBA's size standards.

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

NAICS Code	Description	Small Business?
541511	CUSTOM COMPUTER PROGRAMMING SERVICES	Y

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

(I) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) it is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-

(1) Be punished by imposition of a fine, imprisonment, or both,

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

Alternate I (Jan 2012)

As prescribed in 19.309(b), add the following paragraph (b)(3) to the basic provision:

(3) Address. The offeror represents that its address [] is [X] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(End of Provision)

FAR 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Collan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

FAR 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

(a) it has it has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) it has it has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

FAR 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (Sep 2010)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of Provision)

FAR 52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)

(a) The offeror shall check the following certification:

Certification

The offeror does certify does not certify that -

(1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;

(2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.

(i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.

(ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and

(3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act-

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, will not be included in any resultant contract awarded to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

FAR 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services- Certification (Nov 2007)

(a) The offeror shall check the following certification.

Certification

The offeror does does not certify that -

(1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

(3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

(b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act-

(1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or

(2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.

(c) If the offeror does not certify to the conditions in paragraph (a) of this provision-

(1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements, will not be included in any resultant contract to this offeror; and

(2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.

(d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

(End of Provision)

FAR 52.223-1 Biobased Product Certification (May 2012)

(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

FAR 52.223-4 Recovered Material Certification (May 2008)

PERFORMANCE LOGIC INC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals

(End of Provision)

FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Aug 2008)

PERFORMANCE LOGIC INC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals

(End of Provision)

FAR 52.225-2 Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

FAR 52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Nov 2012)

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:"

(c) The offeror shall list those supplies that are foreign endproducts (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

(d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Alternate I (Jan 2004)

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

Alternate II (Jan 2004)

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Alternate III (Nov 2012)

As prescribed in 25.1101(b)(2)(iv), substitute the following paragraph (b) for paragraph (b) of the basic provision:

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

(End of Provision)

FAR 52.225-6 Trade Agreements Certificate (Jan 2005)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of Provision)

FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-Certification (Aug 2009)

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certifications (Dec 2012)

(a) Definitions. As used in this provision-

"Person"-

(1) Means-

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

FAR 52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)

(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

[] is is not a historically black college or university;

[] is is not a minority institution.

(End of Provision)

FAR 52.227-6 Royalty Information (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of Provision)

FAR 52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-

(1) None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or

(2) [] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

performance logic

This APPLICATION SERVICES LICENSING AND CONSULTING AGREEMENT (the "Agreement") is made by and between Performance Logic, Inc., a Delaware corporation with a principal place of business at 901 SE Oak Street, Suite 205, Portland, OR 97214 ("PLI"), and the Harris County Hospital District d/b/a Harris Health System, a political subdivision of the State of Texas (hereinafter referred to as "Harris Health" or "Licensee"), with a principal place of business at 2525 Holly Hall, Houston, TX 77054.

RECITALS

Harris Health is the owner and operator of three hospitals, Ben Taub General Hospital, Lyndon B. Johnson General Hospital, Quentin Mease Community Hospital and numerous community health centers, all situated in Harris County, Texas.

Pursuant to Job No. 13/0077, Harris Health seeks to engage Vendor to provide software for Harris Health to manage Medicaid 1115 Waiver projects, timelines, outcomes, metrics, and milestones.

Terms and Conditions

1. Introduction

1.1 Internet Services. PLI has developed an Internet based software product, referred to as *Performance Logic PPM*, which is a knowledge-based project management system with interactive tools for conducting a variety of performance improvement projects and performance-centered management activities.

1.1.1 *Performance Logic PPM* will reside on a Web server that is owned and operated by PLI and hosted by an accredited third-party vendor and will be delivered over the Internet as a Web browser plug-in and will appear as a Web page in the Web browser.

1.2 Licensed Services. *Performance Logic PPM* shall be referred to hereinafter as, the "Licensed Services".

1.3 Additional Services. PLI will also provide training and advisory services delivered by its staff via telephone, e-mail, Internet multimedia and video teleconferencing and, as required, at Licensee's Texas location (the "Additional Services").

1.4 PLI Team. PLI shall utilize qualified individuals in the provision of the services contemplated by this Agreement, which may include, but shall not be limited to, such individuals identified in Exhibit A-1, attached hereto and incorporated herein by this reference.

2. License

2.1 License. Upon the terms and subject to the conditions of this Agreement, PLI hereby grants Licensee during the Term (as hereinafter defined) a non-exclusive, revocable, non-transferable right and license to access and use the Licensed Services through PLI Web servers.

2.1.1 Usage. Access to the Licensed Services shall be restricted to personnel either employed by Licensee, serving as consultants to Licensee, or authorized by Licensee at Harris Health or its successor site (collectively, the "Authorized Personnel"). Access to Licensed Services will also be granted to all entities within Texas Regional Healthcare Partnership 3 ("Texas RHP 3") and identified in Exhibit C, attached hereto and incorporated herein (collectively, the "Performance Providers"). Authorized Personnel may use the Licensed Services to engage in and support Texas RHP 3 related delivery system reform (DSRIP) initiatives and for no other purpose whatsoever.

2.1.2 Restrictions. Licensee shall not modify the Licensed Services supplied hereunder, or adapt the Licensed Services in any way or create a derivative work, whether by itself, or through any third party. Licensee may not, and may not permit Authorized Personnel or third parties to use, reproduce, sublicense, distribute or redirect the Licensed Services to third parties, in whole or in part, except as expressly permitted under this Agreement.

2.1.3 Modifications. PLI may maintain, modify and enhance the Licensed Services to keep their content current. Accordingly, PLI retains the right, in its sole discretion, to upgrade, enhance or modify the Licensed Services from time to time.

3. Price and Payment

3.1 Fees. As consideration for the rights and benefits conferred upon it under this Agreement, Licensee or its Assignee agrees to pay to PLI the fees as may be specified and payable in accordance with terms further described in Exhibit B, attached hereto and incorporated herein. Specifically, Harris Health agrees to pay an amount not to exceed \$82,500.00 for the annual subscription fee for the Licensed Services (the "License Fee"), an amount not to exceed \$51,750.00 for all set-up and training fees during the Initial Term only ("Set Up Fees"), and an amount not to exceed \$10,350.00 for approved reimbursable travel expenses during the Initial Term only (the "Reimbursable Expenses"). The maximum total to be paid under this Agreement during the Initial Term shall not, under any circumstances, exceed \$144,600.00, unless this Agreement is modified by a written amendment and signed by the parties hereto. In order for PLI to receive payment, PLI shall submit a written invoice to Harris Health in the manner provided in Section 3.2 below. All payments to PLI are contingent upon PLI's satisfactory performance of the obligations under this Agreement, up to and including the day upon which such payment becomes due.

3.1.1 License Fee. Harris Health shall pay PLI an amount not to exceed \$82,500.00 per year of the Term for the License Fee, upon receipt of invoice and in accordance with the terms of Section 3.2 and subject to the "Limit of Appropriations" contained in Section 3.3 below.

3.1.2 Set Up Fees. Harris Health agrees to pay PLI an amount not to exceed \$51,750.00 for all Set Up Fees, as further described in Exhibit B, upon receipt of invoice and in accordance with the terms of Section 3.2 and subject to the "Limit of Appropriations" contained in Section 3.3 below. PLI agrees that Set Up Fees only apply to the Initial Term, and shall not be applicable to any Renewal Term.

3.1.3 Reimbursable Expenses. Harris Health agrees to reimburse PLI for its reasonable and necessary expenses for travel expenses subject to prior approval from Harris Health and which are authorized under Harris Health's travel policy (i.e., no reimbursement for alcoholic beverages and reimbursement for air travel is based on coach or economy rates or is the amount actually paid by PLI, whichever is less, and reimbursement for mileage is at the standard IRS rate per mile). PLI agrees that it is neither authorized to seek reimbursement nor is Harris Health obligated to pay for any other costs

or expenses. Such reimbursement shall not exceed \$10,350.00, and shall only apply to the Initial Term, and shall not be applicable to any Renewal Term.

3.2 Payment.

3.2.1 As a condition of payment, PLI must submit a detailed, written invoice to Harris Health's Accounts Payable Department, 2525 Holly Hall, Houston, Texas 77054 requesting payment in a form acceptable to Harris Health. The invoice must include at a minimum, the following: hours worked by individual and hourly rate, and a description of the services provided during said billing period; the total amount requested and the name of the individual who performed the services; an itemized listing of expenses claimed for reimbursement; and such other details as may be requested by the District's Controller for verification purposes. Harris Health agrees to review the statement(s) and upon approval by Harris Health's Controller, Harris Health agrees to pay PLI within thirty (30) days after such approval, subject to the provisions regarding payments and the limitations set forth in the "Limit of Appropriations," in Section 3.3 below. PLI understands and agrees that pursuant to Tex. Gov't Code Ann. §2251.021(b), payment by a political subdivision whose governing body meets only once a month or less frequently is overdue on the 46th day after the date the governmental entity receives the invoice for the goods or services and bears interest at the rate of one percent each month. The total amount paid under this Agreement may not under any circumstances exceed the amount set forth in the "Limit of Appropriations" in Section 3.3 below.

3.2.2 Harris Health's Controller will review the invoice and approve it as she deems appropriate. Harris Health will pay PLI within thirty (30) days after Harris Health's receipt of PLI's invoice, subject to the "Limitations of Appropriations" and subject to the following sentence. The approval of payment of any invoice must not be considered to be evidence of performance by PLI, or receipt or acceptance by Harris Health of the products or services covered by the invoices. All payments to PLI shall be contingent upon PLI's satisfactory performance of its obligations under this Agreement.

3.2.3 Harris Health's payment to PLI is not evidence of performance by PLI or acceptance by Harris Health of work performed.

3.2.4 Harris Health reserves the right to review and withhold payment of any invoice, or portion(s) thereof, that it determines to be questionable until all issues are resolved. Disputed portions of invoices will not accrue interest, fees, penalties, or fines of any nature. Any amounts in dispute shall not cause PLI to withhold any Licensed Services until the dispute is resolved. Harris Health agrees to pay interest on undisputed invoices, or portion(s) thereof, in accordance with Chapter 2251 of the Texas Government Code.

3.3 Limit of Appropriations.

3.3.1 PLI understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that Harris Health has available the total maximum sum of \$144,600.00 specifically allocated to fully discharge any and all financial obligations which may be incurred by Harris Health under this Agreement, including any and all costs for any and all things or purposes, arising under or out of this Agreement, irrespective of their nature, and notwithstanding any word, statement, or thing contained in or inferred from other provisions of this Agreement, which might in any light by any person be interpreted to the contrary. PLI further understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the total maximum compensation PLI may be entitled to, and the total maximum sum that Harris Health is liable to pay

PLI under or in relation to this Agreement, shall not under any conditions, circumstances, or interpretations exceed the sum of \$144,600.00.

3.3.2 PLI understands and agrees that the continued funding of this Agreement for a Renewal Term is subject to an annual budgeting approval process by Harris Health's Board of Managers and the Commissioner's Court of Harris County, Texas. PLI understands and agrees that should Harris Health's Board of Managers or the Commissioner's Court of Harris County, Texas fail in their sole discretion to approve a budget for Harris Health which includes sufficient funds for the continuance of this Agreement, then and upon the occurrence of such event, Harris Health can terminate this Agreement in Harris Health's sole discretion, and Harris Health shall then have no further obligation to PLI. In the event of early termination due to insufficient funds being allocated for this Agreement by either Harris Health's Board of Managers or the Commissioner's Court of Harris County, Texas during any Harris Health fiscal budget year, it is expressly understood and agreed that Harris Health shall not be subject to any early termination penalty.

3.3.3 With regard to the renewal or extension of this Agreement, Harris Health has not allocated or certified any funds for any renewal or extension period beyond the Initial Term. Therefore, if Harris Health exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period in Harris Health's sole discretion. It is further understood and agreed that when and if the services and charges provided for under this Agreement become equal to or exceed the total amount available as set forth in the Limitation of Appropriations, PLI may terminate all its services unless Harris Health's Controller certifies additional funds. If Harris Health certifies additional funds pursuant to a written amendment to this Agreement, PLI agrees to continue to provide the services specified to the extent that funds are available. When the funds certified or allocated by Harris Health during any fiscal year or Renewal Term to discharge its obligations under this Agreement are expended, PLI's sole and exclusive remedy shall be to terminate this Agreement.

3.3.4 Nothing in this Agreement shall require Harris Health to certify additional funds in the event Harris Health's Board of Managers or the Commissioner's Court of Harris County, Texas fails to approve a budget for Harris Health which includes sufficient funds for the continuance of this Agreement.

3.4 Taxes. Harris Health is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under TEX. TAX CODE ANN. § 151.309, as amended and from local ad valorem property taxes under TEX. TAX CODE ANN. §11.11. Harris Health agrees to provide exemption certificates to PLI upon request. Harris Health is neither liable for any personal property or ad valorem taxes, charges, or fees assessed against PLI nor obligated to reimburse PLI for any taxes, charges, or fees assessed against PLI for the goods or supplies provided or any services rendered.

4. Maintenance, Support and Training

4.1 PLI Support. In addition to the Licensed Services, PLI will provide Licensee or its Assignee with maintenance and support services, all of which are further described in Exhibit A and Exhibit A-1, attached hereto and incorporated herein. The maintenance and support services shall be provided at no charge during the Term ("Support") to correct reproducible errors in the Licensed Services. Support shall consist of minor upgrades, maintenance releases, patches, fixes, and new versions with minor functionality changes to correct reproducible errors and malfunctions in the Licensed Services. PLI is not obligated to fix errors that immaterially impact use of the Licensed Services. PLI will use reasonable efforts to respond to Licensee's inquiries regarding Support in a timely manner, however, PLI does not guarantee the timeliness of its



responses or that it will be able to answer all of Licensee' inquiries. PLI will respond within two (2) business days of a request with an estimate of the time required for upgrades, fixes, etc.

4.2 Licensee Training. Licensee shall receive from PLI training and assistance as outlined in Exhibits A and B. PLI's current standard rates are set out in Exhibit B; however, any such training shall be considered a Set Up Fee, and shall not exceed the amount identified in Section 3.1.2 above.

4.3 Additional Training and PLI Consulting Services. Licensee shall be solely responsible for any additional training of its employees or consultants in excess of the training provided by PLI in Section 4.2. PLI shall be available at its then-current standard rates to provide such additional training, special enhancements, customization and other special work or services that are not covered by this Agreement. The parties understand and agree that any additional training shall not be provided prior to a written amendment of this Agreement, signed by the parties hereto, that identifies the additional services and appropriates additional funds for such additional services.

4.4 Additional Services. Upon Licensee's written request and pursuant to an amendment to this Agreement, signed by the parties hereto, PLI shall provide Licensee with the Additional Services set out in Exhibit A.

5. Confidentiality and Proprietary Rights

5.1 Confidentiality. Both parties acknowledge that in the course of their dealings, each party (the "Receiving Party") may acquire information about the other (the "Disclosing Party"), its business activities and operations, its technical information and trade secrets, including but not limit to aspects of the Licensed Services, all of which are highly confidential and proprietary to each party (the "Confidential Information"). The Receiving Party must take all steps necessary to protect Confidential Information from disclosure to third parties and must not reproduce, copy, or disseminate Confidential Information except to the Receiving Party's partners, principals, representatives, or employees as necessary for the Receiving Party to perform its obligations hereunder. Confidential Information includes information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision); information that has been designated by the Disclosing Party as confidential; and Personal Data. "Personal Data" shall mean information relating to an individual from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, medical record number) and non-health information (e.g., date of birth, gender). Confidential Information shall not include (i) information generally available to or known by the public, (ii) information previously known or independently developed outside the scope of this Agreement without reference to that made available under this Agreement, (iii) is disclosed to the Receiving Party by a third party who the Receiving Party believes is legally entitled to disclose the information; is disclosed with the Disclosing Party's proper written consent; (iv) is disclosed by the Disclosing Party to a third party without substantially the same restrictions in this Agreement; (v) is required to be disclosed by a court of competent jurisdiction, administrative agency or governmental body, or by subpoena, summons or other legal process, or by any law, rule or regulation, or by applicable regulatory or professional standards; (vi) is required to be disclosed under the Texas Public Information Act, TEX. GOV'T CODE ANN., Chapter 552 et seq., as amended; or (vii) is disclosed by the Receiving Party in connection with any judicial or other proceeding involving both parties. Each party shall hold all such Confidential Information in strict confidence and shall not reveal the same except pursuant to applicable law, court order, or upon request of the other party. The Confidential Information shall be safeguarded with a reasonable degree of care. Each party shall immediately return to the other party all Confidential Information upon written request by the other party.



- 5.1.1 Licensee Information. Information, both in text and data formats, that is entered by Licensee and which resides on a PLI Web server shall be owned by Licensee subject to this Agreement.
- 5.1.2 Restricted Information. Information that violates HIPAA guidelines or non-public information whose disclosure would violate any law or regulation shall not be entered into any program that is a part of the Licensed Products and Services by Licensee.
- 5.1.3 Texas Public Information Act. Licensee, as a political subdivision of the State of Texas, is subject to the provisions of the Texas Public Information Act, TEX. GOV'T CODE ANN., Chapter 552 et seq., as amended. Any disclosure of information made by Licensee to be compliant with the Texas Public Information Act shall not be considered a breach of this Agreement or a source of liability for Licensee. To the extent that any provision of this Agreement is in conflict with the Texas Public Information Act, the same shall be of no force and effect. PLI understands and agrees that this Agreement and any information or documents submitted to Harris Health are subject to the Texas Public Information Act. PLI further understands and agrees that any obligations of Harris Health under this Agreement regarding confidentiality are subject to this Section.

5.2 Proprietary Rights. Licensee acknowledges and agrees that the Licensed Services are proprietary and confidential information of PLI and all right, title, and interest thereto remains in PLI. The Parties agree that, as between them, their successors and assigns, all proprietary rights of whatever kind and whatever nature in and to the Licensed Services, including without limitation, patent, trade secret, copyright, trade mark, and any good will therein, not expressly granted, are solely owned, reserved to, and exercisable by PLI. All other aspects of the Licensed Services, including without limitation, programs, design and structure of individual programs and their interaction and programming techniques employed therein shall remain the sole and exclusive property of PLI and shall not be sold, revealed, disclosed or otherwise communicated, directly or indirectly, by Licensee to any person, company or institution whatsoever other than as expressly set forth herein except as stated in Section 5.1. The copyright notice and restricted rights legends contained in the Licensed Services shall not be removed. Licensee covenants that it will not challenge validity, ownership, title, or registration of the Product, or the Additional Services, or of the License's granted under this Agreement.

6. Limited Warranty

6.1 PLI warrants to Licensee that PLI has sufficient ownership rights and licenses to perform its obligations under this Agreement and that neither the Licensed Services nor any portion thereof, constitutes or may give rise to a claim of infringement of a United States copyright, trademark or patent.

6.2 The Licensed Services as delivered shall materially conform to their written specifications contained in Documentation describing the Licensed Services. Future releases and versions licensed under this Agreement shall substantially conform to its then current documentation with no material change in functionality. Licensee acknowledges that the Licensed Services may not be error-free and may require support and maintenance.

6.3 PLI has obtained all necessary rights in order to offer any hyperlinks including, without limitation, hyperlinks that provide downloads, or other services.

6.4 Sole Remedy for Infringement. Without limiting any warranties stated herein, Licensee's sole and exclusive remedy in the case of claim by a third-party alleging infringement by PLI of a US copyright shall be the indemnification provision of Section 7 of this Agreement.

6.5 Exclusion of Other Warranties. EXCEPT AS PROVIDED IN THIS AGREEMENT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PLI MAKES NO OTHER WARRANTIES TO HARRIS HEALTH, EITHER EXPRESS OR IMPLIED, AS TO THE LICENSED SERVICES, OR ADDITIONAL SERVICES PROVIDED HEREUNDER, AND PLI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

6.6 PLI, ITS EMPLOYEES, AGENTS OR ANY OTHER REPRESENTATIVE OF PLI WHO MAY PROVIDE SERVICES OR CREATE PRODUCT UNDER THIS AGREEMENT ARE NOT MEDICAL PHYSICIANS OR CLINICIANS. ALL MATERIAL CONTAINED IN THE LICENSED SERVICES IS TO BE USED FOR INFORMATIONAL AND MANAGEMENT TRAINING AND IMPROVEMENT PURPOSES ONLY AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PLI EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY TO HARRIS HEALTH THAT MAY RESULT FROM THE MISUSE OF THE LICENSED SERVICES BY LICENSEE OR ITS EMPLOYEES.

7. Indemnity

7.1 INDEMNIFICATION AND HOLD HARMLESS. The provisions of this Section shall survive the termination or expiration of this Agreement. TO THE EXTENT AUTHORIZED AND REQUIRED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, LICENSEE SHALL DEFEND, INDEMNIFY, AND SAVE PLI HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND EXPENSES OF ANY KIND ARISING FROM CLAIMS BY THIRD PARTIES IN CONNECTION WITH THE ACTIVITIES OR OPERATION OF LICENSEE UNLESS SUCH LIABILITY IS FOUND TO HAVE RESULTED FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PLI IN THE PROVISION OF SERVICES UNDER THIS AGREEMENT. PLI SHALL DEFEND, INDEMNIFY, AND SAVE LICENSEE OR ITS ASSIGNEE HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY AND EXPENSES OF ANY KIND ARISING FROM CLAIMS BY THIRD PARTIES IF SUCH LIABILITY IS FOUND TO HAVE RESULTED FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PLI OR ITS ASSIGNEE IN THE PROVISION OF SERVICES UNDER THIS AGREEMENT. DEFENSE OF ANY CLAIMS FOR WHICH INDEMNIFICATION IS PROVIDED HEREUNDER SHALL BE CARRIED OUT BY COUNSEL SATISFACTORY TO THE INDEMNIFIED PARTY.

7.2 Additional Measures Regarding Infringement Claims. Should the Licensed Services as used by Licensee in accordance with the terms of this Agreement become, or in PLI's opinion be likely to become, the subject of a claim of infringement, PLI may at its option and sole expense: procure for Licensee the right to continue to use the Licensed Services as contemplated hereunder, or modify the Licensed Services to eliminate any infringement which may result from its use hereunder, provided that the Licensed Service's functionality must remain substantially the same as provided in the specifications, or replace the Licensed Services with a substantially suitable equivalent non-Infringing Licensed Services at no additional charge to Licensee. If none of these options is reasonably available to PLI (as PLI determines in its sole discretion), then this Agreement may be terminated by PLI without further obligation or liability on the part of PLI hereto except that PLI shall



promptly refund to Licensee the Subscription Fee paid to Licensee during the previous twelve (12) month period from the date of claim.

7.3 Licensee Indemnification. TO THE EXTENT AUTHORIZED AND REQUIRED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, LICENSEE AGREES TO DEFEND AT ITS SOLE EXPENSE, INDEMNIFY, AND HOLD HARMLESS PLI, ITS AND ITS DIRECTORS, OFFICERS, ATTORNEYS, AGENTS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL LOSS AS THE RESULT OF OR ARISING FROM ANY CLAIM ASSERTED AGAINST PLI RELATING TO THE IMPROPER DISCLOSURE OF LICENSEE'S NON-PUBLIC PATIENT INFORMATION RESIDING ON A PLI WEB SERVER; FURTHER, LICENSEE AGREES TO DEFEND AT ITS SOLE EXPENSE, INDEMNIFY, AND HOLD HARMLESS PLI, ITS AND ITS DIRECTORS, OFFICERS, ATTORNEYS, AGENTS, EMPLOYEES AND REPRESENTATIVES, FROM AND AGAINST ANY AND ALL LOSS AS THE RESULT OF OR ARISING FROM ANY CLAIM ASSERTED AGAINST PLI RELATING TO THE IMPROPER DISCLOSURE OF LICENSEE'S OTHER NON-PUBLIC, NON-PATIENT, INFORMATION RESIDING ON A PLI WEB SERVER, UNLESS DISCLOSED AS A RESULT OF PLI'S NEGLIGENCE OR WILLFUL MISCONDUCT.

7.4 Harris Health's liability for the wrongful acts, omissions, or negligence of its employees is limited by the Texas Tort Claims Act, TEX. CIV. PRAC. & REM. CODE ANN. §§ 101.001 et seq., as amended. Harris Health is self-insured for any damages that may be imposed under the Texas Tort Claims Act.

7.5 The parties agree that no provision of this Agreement extends Harris Health's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas.

8. Limitation of Liability

8.1 TO THE EXTENT AUTHORIZED BY APPLICABLE LAW, EXCEPT FOR EACH PARTY'S OBLIGATIONS UNDER SECTION 7, EACH PARTY SHALL HAVE NO LIABILITY TO EACH OTHER WITH RESPECT TO ANY CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES.

8.2 THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS HEREIN ALLOCATE THE RISKS RELATING TO THE USE OF THE LICENSED SERVICES. THE FEES HEREIN REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

8.3 Nothing in this Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a party to this Agreement, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee, or agent of Harris Health.

8.4 THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE DISTRICT OF ANY



IMMUNITIES FROM SUIT OR LIABILITY THAT HARRIS HEALTH MAY HAVE BY OPERATION OF LAW.

9. Term and Termination

9.1 Term. The initial term of this Agreement shall commence on the Effective Date of the Subscription period and shall remain in full force for one year (the "Initial Term"), unless sooner terminated (a) by mutual consent of the parties or (b) in accordance with the terms of this Agreement. This Agreement shall automatically renew under the terms and conditions identified in this Agreement for four (4) additional one (1) year terms (each, a "Renewal Term") unless either party notifies the other party of its intent not to renew this Agreement not less than thirty (30) days prior to the expiration of any one (1) year term. The Initial Term and any Renewal Term shall be referred to collectively as the Term. The Agreement, however, is subject to annual funding for each one (1) year term as set forth in Section 3.3 of this Agreement. Harris Health shall not be liable for payment of any fees regardless of their nature or origin that become due after the effective date of termination or non-renewal of this Agreement.

9.2 Termination. This Agreement may be terminated by written notice as follows:

- (a) Either party may terminate the Agreement at the end of any (Initial or Renewal) Term by providing the other party written notice of termination at least 30 days prior to the end of such term. Written notice includes, certified letter, confirmed facsimile transmission, or acknowledged receipt of electronic mail.
- (b) By the non-defaulting party if the other party materially fails to perform any material obligation imposed on it by this Agreement and fails to remedy such failure within thirty (30) days after receiving written notice thereof;
- (c) By either party in the event the other party is insolvent or bankrupt or makes an assignment or other arrangement for the benefit of creditors;
- (d) By Licensee, if PLI fails to timely respond within two (2) days for support or maintenance to the extent the program inoperable or unusable.
- (e) By either party, with or without cause, upon sixty (60) days' prior written notice.

9.3 Effect of Termination Should this Agreement be terminated, PLI agrees to bill Harris Health, within thirty (30) days after the effective date of termination, only for the services completed by PLI. Upon termination for default, PLI is not entitled to any damages or compensation beyond payment for appropriate services rendered to date of termination. Upon termination, Licensee shall have no right to use the Licensed Services and all of Licensee's rights and licenses granted hereunder shall immediately cease and each party shall immediately return to the other party all Confidential Information, including all specific client project, initiative or performance data that has been entered on the PLI web servers. Fees paid by Licensee to PLI shall be refundable on a pro-rated basis, which shall be refunded to Licensee within thirty (30) days of termination. In the event PLI fails or refuses to refund the amounts within fifteen (15) days of a request for said refund due hereunder, Harris Health may deduct the amount of any refunds due and owing from any payment amount Harris Health may owe PLI. PLI will make available to Licensee a read-only version of the Performance Logic PPM application so that Licensee can have full access and retention of data. Read-only version will prevent any additional changes being made to projects.

9.4 Survival. The following Sections shall survive the termination or expiration of this Agreement: Sections 5, 6, 7, 8, 9 and 10.

10. PLI Representations.

10.1 Access to Records. PLI agrees to keep a separate record of all funds received and disbursed under this Agreement and provide Harris Health or its designee all information, records, papers, reports, and other documents regarding any aspect of the services furnished as requested by Harris Health or its designee, and shall make records, books, documents, and papers of PLI that relate in any way to the services provided available for inspection, audit, examination, and copying by Harris Health or Harris Health's representative. PLI agrees to allow the Comptroller General of the United States, the Department of Health and Human Services ("HHS"), the Harris Health Auditor, and their duly authorized representatives, access to contracts, books, documents, and records necessary to verify the nature and extent of the costs of the services, including but not limited to the Licensed Services, provided by PLI. PLI agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. Such access will be provided in accordance with the regulations of the Centers for Medicare and Medicaid Services ("CMS") and 42 C.F.R. 420.302, as amended. PLI agrees to allow similar access to books, records, and documents related to contracts between PLI and organizations related to or subcontracted by PLI, as defined by the regulations of CMS. PLI shall be liable for payment of any costs incurred by PLI or Harris Health for lost records or documents which result in a disallowance of reimbursement by the Comptroller General or other appropriate federal officials, except to the extent any such disallowance was caused by the act, omission, or negligence of Harris Health, its officers, employees, or agents.

10.2 HIPAA. Under the terms of this Agreement, neither PLI nor its employees (collectively, "PLI") will have access to protected health information ("PHI") or electronic protected health information ("EPHI") as those terms are defined at 45 C.F.R. § 160.103. However, in the event PLI uses, discloses or has access to PHI, then PLI agrees to amend this Agreement and execute a Business Associate Agreement ("BAA") within thirty (30) days of being notified by Harris Health that such is required. PLI shall not provide services that require the use, disclosure, or access to PHI until a BAA has been properly executed, which shall not be considered a breach of this Agreement. In the event the parties have not or are unable to execute a BAA within thirty (30) days, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. In the event of a termination pursuant to this section, PLI is not entitled to any damages or compensation beyond payment by Harris Health for appropriate services rendered as provided herein. To the extent PLI uses, discloses or has access to PHI, PLI agrees to fully comply with the applicable rules and regulations of the Health Insurance Portability and Accountability Act, Pub. L. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended.

10.3 No Federal or State Exclusion. PLI warrants that neither PLI nor any of its owners, officers, directors, employees, or principals is listed on any state or federal exclusion list. This includes persons who are on the List of Excluded Individuals or Entities of the Inspector General, List of Parties excluded from Federal Programs by the General Services Administration or the Medicaid Sanction List.



10.4 If PLI is a corporation or a limited liability company, PLI warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of PLI has been duly authorized to act for and bind PLI.

10.5 If PLI is a taxable entity as defined by Chapter 171, Texas Tax Code, then PLI certifies that it is not currently delinquent in the payment of any taxes due under such Chapter, or that PLI is exempt from the payment of those taxes, or that PLI is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.

10.6 PLI shall ensure all persons performing services pursuant to this Agreement are authorized to work in the United States, obtain any necessary visas or work authorization documents for such persons at PLI's expense, properly complete and retain Employment Eligibility Verification forms (Form I-9) for all persons performing services, and otherwise comply with all state and federal immigration laws, rules, and regulations with regard to persons performing services.

10.7 During the term of this Agreement, PLI agrees to maintain a Worker's Compensation policy and Employer's Liability and Comprehensive General Liability insurance policies providing coverage of at least One Hundred Thousand Dollars (\$100,000.00) for personal injuries or death to one person, Three Hundred Thousand Dollars (\$300,000.00) for personal injuries or death to more than one person in a single occurrence, and One Hundred Thousand Dollars (\$100,000.00) for each single occurrence or injury or destruction to property. These minimum amounts are not intended to nor shall they be construed to limit PLI's legal or financial liability in the event of any claim, demand, lawsuit, settlement, or judgment arising out of this Agreement. PLI agrees to submit copies of evidence of insurance upon the execution of this Agreement to Harris Health's Corporate Compliance Officer. All policies of insurance shall waive rights of subrogation against Harris Health, its Board of Managers, officers, employees, and agents.

General

10.1 Headings. The headings and captions used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

10.2 Severability. The provisions of this Agreement are severable, and if any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.

10.3 Binding. This Agreement will be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

10.4 No Waiver. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event, giving rise to such right or remedy. No waiver in any particular circumstance should be construed as a bar to a party's refusal to waive other or subsequent defaults.

10.5 Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting directly or indirectly from acts of God, or any causes beyond the reasonable control of such party.



10.6 Texas Law. This Agreement shall be deemed to have been executed in the State of Texas and will be governed by and construed in accordance with the laws of the State of Texas, without regard to the choice of law provisions thereof. The parties hereby irrevocably consent to the competent jurisdiction of either federal or state courts located in Houston, Harris County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement and irrevocably waive any objections to venue therein.

10.7 Notices. Unless otherwise agreed to by the parties, any notice required or permitted to be given or delivered under this Agreement shall be given in writing and delivered to the address set forth in this Agreement, and addressed to the attention of:

<p>if to Performance Logic, Inc: Neelesh R. Shah, President and CEO Performance Logic, Inc. 200 East Broadway, Suite E New York, NY 10002</p>	<p>if to Licensee: Harris County Hospital District Attn: David Lopez, CEO/President P.O. Box 66769 Houston, TX 77266-6769 Copy To: Harris County Purchasing Department 1001 Preston, Suite 670 Houston, TX 77002 Attn: Purchasing Agent (Such copy does not constitute notice)</p>
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Notice shall be deemed to have been received by any Party, and shall be effective, (i) on the day given, if personally delivered or if sent by confirmed facsimile transmission, receipt verified or (ii) on the third day after which such notice is deposited, if mailed by certified, first class, postage prepaid, return receipt requested mail or (iii) on the next business day if sent by overnight courier service.

10.8 Assignment. This Agreement may not be assigned by either Party nor may any rights granted under it be assigned, sublicensed, or otherwise transferred by either Party to others without the prior written consent of the other Party.

10.9 Counterparts. This Agreement may be executed in counterparts, by facsimile transmission, with original signatures following by courier, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Execution by facsimile transmission shall not be raised as a defense to the enforcement of any provision hereunder.

10.10 Injunctive Relief. Each party reserves the right to seek temporary and permanent injunctive relief as may be appropriate to protect its interest in intellectual property and Confidential Information and to prevent irreparable harm.

10.11 Specific Remedies. If Licensee commits a breach of any of the provisions of this Agreement, PLI shall have, in addition to all other rights in law and equity, (a) the right to have such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach will cause irreparable injury to PLI and that money damages will not provide an adequate remedy, and (b) the right to require Licensee to account for and pay to PLI all compensation, profits, monies or other tangible benefits

(collectively "Benefits") derived or received as the result of any transactions constituting a breach of any of the provisions of this Agreement, and Licensee hereby agrees to account for and pay such Benefits.

10.12 Independent Contractors. It is expressly agreed that PLI and Licensee are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.

10.13 PLI shall not use Harris Health's name in any advertising, public statements, or marketing materials without Harris Health's prior written consent. PLI understands and agrees that Harris Health does not endorse products and/or services.

10.14 Entire Agreement. This Agreement, including the Addendum and Exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, both oral and written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be modified except by a writing signed by a duly authorized representative of each of the parties. PLI understands and agrees that it is not entitled to any additional compensation if an amendment is not properly executed prior to the performance of any additional work.

Executed in multiple originals, each of equal force, by duly authorized representatives of the Harris County Hospital District and Vendor.

**HARRIS COUNTY HOSPITAL DISTRICT
d/b/a HARRIS HEALTH SYSTEM**

PERFORMANCE LOGIC, INC.

By: [Signature]
Name: _____
Title: David S. Lopez
Date Signed: _____
6/19/13
President & CEO
Harris County Hospital District

By: [Signature]
Name: Neelesh R. Shah
Title: President / CEO
Date Signed: 5-31-2013

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By: [Signature]
Jenny Patten
Assistant County Attorney
C.A. File No. 13HSP0360
Date Signed: 6/13/13

CERTIFICATE OF FUNDS

I certify that funds are available in the amount of **ONE HUNDRED FORTY-FOUR THOUSAND SIX HUNDRED and NO/100 DOLLARS (\$144,600.00)** to pay the obligations of the Harris County Hospital District d/b/a Harris Health System under and within the foregoing Agreement.



Gwen Huskey 6/17/13

GWEN HUSKEY, Controller
Harris County Hospital District d/b/a Harris Health System

EXHIBIT A

Description of Services

- 1) PLI will provide Licensee with access to the *Performance Logic PPM* suite of products for the subscription period for the number of users outlines in Exhibit B: Agreement Term to support DSRIP Tracking.
 - a) Subscriber Services - Project Manager, Library, Project Guides
 - b) PLI will provide Licensee with on-site training in the use of the *Performance Logic PPM* suite of products, and will provide additional documentation to support end-users.
- 2) PLI will provide Licensee with access to Performance Logic's custom DSRIP Tracking module which supports the following:
 - a) Track DSRIP projects and milestones by category
 - b) Create status reports by Category, Year, Responsibility
 - c) Track Incentive Program Financials
 - d) Complete DSRIP measure tracking (data entry, measure analysis, target and benchmark comparisons, control limits, and reporting)
 - e) Receive real-time project status updates
 - f) Simplify data and file management
 - g) Create custom dashboard views for easy monitoring
- 3) Implementation Support to assist in roll-out of *Performance Logic PPM* platform for DSRIP tracking
 - a) Create a Region 3 Performance Logic PPM site with full branding and account management privileges
 - b) Configure DSRIP module for Region 3 including loading of all performance providers, user accounts, and standard reports and templates
 - c) Upload all existing Pass 1 projects into platform including project summaries, incentive payments, performance measures, and existing work plans. Data must be available in either word or excel formats. Once data is loaded, PL will work with Anchor team to validate data and make reasonable changes as necessary.
 - d) Creation of Region 3 Dashboard at Anchor and Provider Levels allowing for quick glance viewing of DSRIP projects and overall status
 - e) Creation of high level reports for use by Harris Health for initiative tracking and monitoring. These would include status reporting, financial tracking, and performance measure tracking
 - f) Initial support for the Harris Health and Region 3 team to review initiatives and ensure their optimal use for the Performance Logic PPM tracking tool
 - g) 10 WebEx Sessions and 3 On-Site Training Days for both Harris Health and Region 3 Performance providers in using platform and accessing reporting features
 - h) User guides for DSRIP Reporting, DSRIP Project Creation, DSRIP Updates, and PL Account Manager functions

- 4) Unlimited access to PLI technical support for user base at Licensee locations during the hours of 9:00 AM and 5:00 PM, Pacific Time, Monday – Friday, excluding the major holidays listed (New Years, Memorial Day, 4th of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas)

Exhibit A-1
Performance Logic System Overview and Product Details

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Section II: System Overview and Product Details

1. System Overview

Performance Logic's DSRIP Tracking Tool is a web-based suite of software tools and resources specifically designed to support project management, ongoing performance monitoring, and implementation planning to support DSRIP redesign within hospital organizations. The DSRIP tracking tool is built using the Performance Logic PPM platform. It is ideal for creating and supporting a standardized, results-oriented project management tracking and reporting mechanism by providing real-time visibility across projects and facilitating current and consistent project communications to multiple team members and stakeholders. It has been built to support all aspects of DSRIP tracking including DSRIP naming conventions (Category, Project, Milestones), Performance Measure Tracking, Financial Incentive Management, and DSRIP Status reporting.

Key elements of the platform include:

- Integrated software functionality for project planning and management, performance scorecard development, data analysis and interpretation, and implementation action planning/tracking
- A core application that guides users through development, tracking and review of Key Performance Indicators (KPI's) for each milestone
- Typical users will be accountable line managers (e.g. SBU leaders, directors, unit managers, etc.) and/or business and clinical quality improvement departments, financial analysts, or internal consulting personnel
- Designed for flexibility – a modular design makes altering the work steps and tools easy with much of the power in the hands of the user
- User-friendly and intuitive interface with multiple layers of help and training
- Internet/Intranet delivery for 24/7 availability on any connected PC
- Software already "real world" tested and refined.

Performance Logic DSRIP Tracking

PL's DSRIP Tracking Tools have been configured to optimally support all DSRIP projects and have been customized to include all relevant DSRIP tracking fields and performance measures. The DSRIP tool allows each hospital organization to develop, maintain, and track overall projects plans, as well as review overall financial and operational impact. Reports for DSRIP Projects can be accessed at any time from any intranet/internet location allowing for real-time review of any projects that are currently underway. Executives will also be able to review any project and capture, distribute, and retain project update information. This accessibility will



allow authorized users to manage individual projects, track project issues, maintain project documentation, view the detailed progress and deliverables of the projects, and maintain a standard methodology for project management.

PL DSRIP Tracking Tool features include:

- Extensive project planning and management capability, which includes
 - Collaborative architecture for multiple user input
 - Easy to use step by step project templates that meet DSRIP tracking guidelines
 - *Microsoft Project* compatibility (importing and exporting of project plans)
 - Project issues, accountability and resolution tracking
 - Project progress and status updates
 - Offline data entry ability
 - Document Repository for file attachment and sharing
- Enterprise wide reporting capability
- All DSRIP Tracking Nomenclature including Categories, Projects, and Milestones
- High Level DSRIP reports including Milestones by Year Grid, Project Status Reports, Measure Tracking Reports, Financial Incentive Tracking
- Full Scorecard Development and management capability
- Permissioning scheme facilitates project assignments, communication and information sharing allowing the project lead the ability to assign tasks to specific team members while enhancing the ability to track tasks and accountability
- Ability to export project outputs in RTF format and/or graphs as JPEG images
- Email notification from within tool for meeting invitations, follow up assignment, agendas, minutes, task and issue assignments

A more detailed list of the features and functionalities of our platform is shown below. We have also included screenshots of the application within Appendix A.

Functional Number	Requirement	Detailed Description
1.1	DSRIP Project Management	PL PPM has a fully functional DSRIP planning module that is part of the base package. DSRIP plans including goals, initiatives, and milestones can be maintained, and tracked using the platform. This will allow authorized users to view the detailed progress and deliverables of the projects. The

		platform will also provide full assignment tracking and reporting on progress against each project allowing users to roll up assignments by individual, track due dates for specific tasks, as well as provide reports for the Board, Hospital, Employee, and Community stakeholders
Portfolio Management Capabilities		
2.1	Portfolio Management	PL PPM maintains full portfolio management capabilities allowing users to create portfolios using any number of criteria and then saving the portfolio views for later use. Portfolios can include roll-up information across projects as well as individual status summaries for each project.
2.2	Status Dashboard	Dashboards can be created that include both written information using set columns as well as dashboard indicators using stoplights, up/down arrows, etc. Quantitative data included budget and cost savings (if needed) can also be displayed as part of a dashboard report
2.3	Schedule Summary	All individual projects have access to Gantt charts which can then be rolled up into a portfolio Gantt view which allows for an organization to see timelines for each project on the same schedule. PL PPM also includes the ability to indicate Go-Live dates as well as milestones giving users the ability to display Go-Live and deployment schedules across projects.
Program and Project Management		
3.1	Program Status with Project Roll-up	Program status within PL PPM is defined as a grouping mechanism for projects within the same program. Once projects have been linked to a specific program, full portfolio capabilities as described above are available for managing a specific program. In addition, data that needs to be tracked at the program level can also be stored within PL PPM.
3.2	Project Status Dashboard / Reporting	All projects have a standard dashboard view and are accessed through the Status Tab for each individual project. Dashboards can be configured to include project updates, project progress, project exceptions, work distribution, performance measures, performance goals, etc. All

		dashboards include red, yellow, green status reporting and can indicate trends and weeks at current status
3.3	Task Management	PL PPM is built to support structured project plan templates and template customization for automation of existing methodologies. Within each process, PL PPM also provides comprehensive project management support for tracking process owners, project status, and managing overall project timelines. Specific project management features included within PL PPM are tracking project progress by tasks and days completion, providing project status and updates to all team members, view project status and updates to all team members, logging and track all project issues and resolution, managing project team, meeting schedules, agendas and minutes, and tracking performance measures and idea implementation
3.4	Collaboration	As a web-based platform, PL PPM is focused on team collaboration providing a platform that allows team members to share project information and work collaboratively on projects within a shared workspace
3.5	Document Management	PL PPM has full document storage capabilities with unlimited storage for documents. Team Members have the ability to upload documents into each project and then manage them using the repository functionality. This includes check in and checkout privileges as well as edit and view. Additional security is in place that allows Project Managers to limit access to documents and control read/write privileges. All documents once loaded into the repository can also then be attached to specific tasks, issues, meeting agendas, etc. making document management an integral part of overall project management. If an on-site installation is completed, PL PPM can also be interfaced with Microsoft SharePoint for document management.
3.6	Resource Management	PL PPM tracks current assignments by resource and project, resource planning and individual utilization can be easily reviewed in the dedicated Resources section. Since future hours can be assigned, utilization and project requirements can be forecast.
3.7	Project Budget Management	PL PPM allows users to track overall project expenses against budgets per period (e.g., monthly) on a dedicated Project Expenses page. Moreover, the project plan also

captures costs associated with each task.

PL Central PPM		
4.1	Reporting Tools	PL PPM provides flexibility in reports and graphs allowing end users to develop customized reports or views both within a project as well as at the portfolio level. Using the reports tab, end users have the ability to roll up and drill down status reports, query based on various filters (project manager, department, project type, etc.), choose dates for reporting, and include/exclude specific elements. PL PPM also provides the ability to display on-screen and print Gantt charts, performance scorecards, analysis outputs, workflow outputs, and other useful graphics as needed. All reports, graphics, and charts can also be exported directly from PL PPM as .rtf, .jpg, or .pdf file.
4.2	Time to Configure	Based on client requirements, PL PPM can be configured within 6-8 weeks.
4.3	Time to Adopt	PL PPM has been designed to be to be intuitive and easy to use, to be simple and rapid to deploy, and to integrate project management and process analytics. Most users with minimal training (4-6 hours) can be fully functional in using the platform. Adoption rates for the use of the tool depend on the project management maturity of the organization and its focus on deployment. PL PPM like most tools will rely on project and portfolio management being identified as an organization priority in order to be adopted successfully.
4.4	MS Project Interface	Projects can be uploaded from MS Project and can also be downloaded into MS Project. Once projects have been loaded into PL PPM, they are managed within the PL platform. We do not require the use of another project tracking tool for task management.
4.5	Scalability as deployment grows in size and maturity	PL PPM is fully scalable and is in use with deployments across multiple sites and number of users. PL's largest installation is approximately 750 users.
4.6	Portability of licenses as projects and team members change	PL's licensing structure is flexible in order to support client's individual needs

Performance Logic, Inc. - Harris Health - Job No. 13/0077 - Section II		
5.1	Security certifications / assurances of system and data	PL maintains full back-up and security procedures. All data between PL and client is encrypted and all user accounts maintain full security Permissioning.
5.2	Ownership of data at conclusion of licensing period	Client maintains ownership of all data entered into PL PPM at all times. Data will be available to client via read-only version of tool at conclusion of licensing period.
5.3	Export capabilities of data to third party systems	Data can be exported from PL PPM using .csv, .dat, .txt, .jpg, as well as .docx, and .xlsx.
5.4	Transferability of data and configuration from subscription to onsite installation in the future	Seamless transition to on-site installation can be completed at any time. This will involve installation of on-site servers or access to virtual server location.

2. Best Business and Proprietary Practices for DSRIP Tracking

Performance Logic, Inc. worked closely with our initial client base to incorporate many of the systematic processes needed to support DSRIP project tracking. Based on feedback from our clients we developed the platform to include specific workflow used to help support successful project management. These included developing standard project status reports, detailed work planning capabilities, as well as issues and meeting management. Our tools were also further customized to optimally support all DSRIP projects and include all relevant DSRIP tracking fields and performance measures as they relate to the Texas 1115 Waiver program.

The DSRIP tool allows each hospital organization to develop, maintain, and track overall projects plans, as well as review overall financial and operational impact. Reports for DSRIP Projects can be accessed at any time from any intranet/internet location allowing for real-time review of any projects that are currently underway. Executives are also able to review any project and capture, distribute, and retain project update information. This accessibility will allow authorized users to manage individual projects, track project issues, maintain project documentation, view the detailed progress and deliverables of the projects, and maintain a standard methodology for project management.

In addition to the tool capabilities, Performance Logic, Inc. is also unique in our capabilities to fully support the implementation of the platform within Region 3. PL understands the Texas 1115 Waiver Program as well as the formats utilized by each region to submit their plans to the Texas Health and Human Services Commission. We have optimized their tools to support rapid upload of all projects into the platform and eliminate the need for end users to populate the tool

with baseline information. This will help facilitate rapid adoption of the platform with end users. Finally, since the PL platform has been adopted by other entities within the State of Texas, Region 3 will be able to take advantage of best practices implemented by other regions and apply those to projects within our Region.

Details about our differentiated support are shown below:

- Performance Logic PPM site with full branding and account management privileges
- DSRIP module including loading of all performance providers, user accounts, and standard reports and templates
- Upload of all existing Cat1 and Cat 2 projects into platform including project summaries, incentive payments, performance measures, and existing work plans.
- DSRIP Dashboard at Anchor and Provider Levels allowing for quick glance viewing of DSRIP projects and overall status
- High level reports for initiative tracking and monitoring. These include status reporting, financial tracking, and performance measure tracking
- Implementation support to review initiatives and ensure their optimal use for the Performance Logic PPM tracking tool
- User guides for DSRIP Reporting, DSRIP Project Creation, DSRIP Updates, and PL Account Manager functions

3. Optional and Value-Added Products and Services

We believe that our platform is comprehensive and does not require any additional modules to meet the needs of Harris Health as identified within this request for proposal. Performance Logic does provide comprehensive project and portfolio management software for other clients. If a need is identified to expand the use of the existing platform for managing initiatives outside of DSRIP, we are happy to provide additional information at that time.

4. Implementation and Harris Health System Responsibilities

Implementation Activities

Performance Logic, Inc. will work closely with Harris Health to ensure a successful implementation. As part of the implementation support, we have included training and customization/configuration of the DSRIP module to meet Texas 1115 waiver requirements as well as pre-population of Waiver data for all performance providers.

The implementation activities included as part of our initial implementation are described below:

- Create a Region 3 Performance Logic PPM site with full branding and account management privileges
- Configure DSRIP module for Region 3 including loading of all performance providers, user accounts, and standard reports and templates
- Upload all existing Category 1 and Category 2 projects into platform including project summaries, incentive payments, performance measures, and existing work plans. Data must be available in either word or excel formats. Once data is loaded, PL will work with Anchor team to validate data and make reasonable changes as necessary.
- Creation of Region 3 Dashboard at Anchor and Provider Levels allowing for quick glance viewing of DSRIP projects and overall status
- Creation of high level reports for use by Harris for initiative tracking and monitoring. These would include status reporting, financial tracking, and performance measure tracking
- Initial support for the Harris and Region 3 team to review initiatives and ensure their optimal use for the Performance Logic PPM tracking tool
- WebEx and On-Site Training for both Harris and Region 3 Performance providers in using platform and accessing reporting features (described in separate section)
- User guides for DSRIP Reporting, DSRIP Project Creation, DSRIP Updates, and PL Account Manager functions

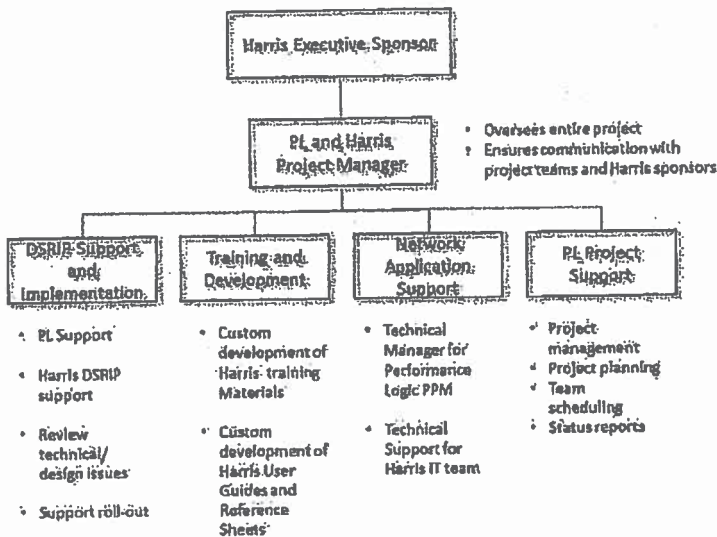
We have included sample forms for initial configuration as part of Appendix B.

Staffing and Management Plan

Performance Logic believes in a collaborative approach to implementation that assumes the client will be actively involved. We will assign both an overall implementation manager as well as a technical manager to support the Harris implementation. We also assume support from Harris that will include an Executive Sponsor and a Harris Project Manager as well as DSRIP and IT support as needed from Harris. We have outlined both the organizational structure as well as the roles below.

ML

Performance Logic DSRIP Implementation Team



- PL Project Manager – S/he will lead the implementation process and have overall responsibility for the project for PL.
- PL Technical Manager – S/he will work closely with the Client Manager on all technical/design issues and lead the Network Application Support Team.
- Executive Sponsor (Harris) – As-Required Resource – S/he will be the overall executive in charge of overseeing the installation and implementation process. The Executive Sponsor will also be the liaison to the Senior Management Team to ensure that the project is meeting strategic and operational objectives.
- Project Manager (Harris) – Dedicated Resource – 20 hrs. per week - S/he will be the Project Manager’s counterpart on the Harris side. S/he will be PL’s main contact and lead the implementation effort for Harris. The Project Manager will also be responsible for managing training and roll-out.
- DSRIP Support (Harris) – As-Required Resource – 3-4 hrs per week – The DSRIP group will work with PL to ensure that the tools are meeting Harris specific needs.
- Implementation Support – PL will have implementation support as needed to support the roll-out at each facility.
- Training and Development – Our training and development team will be responsible for completing all custom training and user documentation work for the Harris DSRIP application.
- Network Application Support Team - This team will provide support to the Harris information technology group team to complete the installation of the platform.

- i. PL Project Support – The Project Manager will be responsible for managing the overall project plan and completing status reports and project documentation. We will supplement the team as needed to manage the project.

PL will staff the team with an experienced project team that includes the following individuals.

Individual	Role	Relevant Experience
Neelesh Shah	Project Oversight	Developed DSRIP module and currently serves as President/CEO of Performance Logic, Inc.
Theresa Menders, MBA	Implementation Manager	Vice President of Implementation Services, working closely with Texas RHP 6 and Texas RHP 14 for DSRIP implementation
Jeff Phruksaraj, PMP	Implementation Support	Leads internal PL team for DSRIP support including project uploads and quality assurance; provides support for performing providers for project management; leading Texas RHP 7 implementation team
Dolan Gish	Technical Support	Technical Manager for PL's DSRIP tracking module

Implementation Timeline and Project Management

Based on our understanding of your needs, we are estimating the length of the project implementation to range between 6-8 weeks. This assumes that Harris provides both the DSRIP and IT resources needed to support the implementation. If PL is selected as the vendor, we will work directly with Harris to finalize the overall timing of the project. The breakdown of time by major activities is shown below:

Project Plan and Project Deliverables

Task	Timeframe	Resources	Deliverables
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Task	Timeframe	Resources	Deliverables
1. Execute Subscription Agreement	1 Week	<ul style="list-style-type: none">•Client Manager (PL)•Project Sponsor (Harris)•Executive Sponsor (Harris)•Legal (Harris)	<ul style="list-style-type: none">•Executed Subscription Agreement
2. Software installation and customization	1 weeks	<ul style="list-style-type: none">•Client Manager (PL)•Technical Manager (PL)•Project Manager (Harris)•Network Applications and Support Team (PL/Harris)	<ul style="list-style-type: none">•Configuration and upload of tools•QA and Testing of application•Final sign-off on configuration
3. Upload Region 3 projects	4 weeks	<ul style="list-style-type: none">•Client Manager (PL)•Project Manager (Harris)•Key Users (Harris)	<ul style="list-style-type: none">•Upload of Region 3 projects•Configuration of sites and loading of team members•Initial configuration of
4. Anchor and Provider Training	2 Weeks	<ul style="list-style-type: none">•Client Manager (PL)•Trainers (PL)•Project Manager (Harris)•Key Users (Harris)	<ul style="list-style-type: none">•Fully Trained users and administrator
5. Ongoing Management	Ongoing	<ul style="list-style-type: none">•Client Manager (PL)•Project Manager (Harris)	<ul style="list-style-type: none">•Bi-weekly calls with Harris project manager (more often if necessary)•Issues tracking and resolution for current and outstanding issues•Customer service calls to individual users for feedback and on-going quality assurance

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Testing and Acceptance Procedures

Performance Logic, Inc. works closely with its customers to ensure that the platform meets its specific use and has been configured correctly. As part of this process, PL does not begin charging the annual fees until sign-off has been obtained from the client. This includes a review of the outlined implementation activities for completion, as well as checking of all projects to ensure that the upload was completed successfully.

PL also maintains specific testing procedures for all configuration tests. We utilize three separate environments for application development. These include development, testing, and production environments. All new functionality goes through a rigorous testing process in our pre-production environment prior to being released into the production environment.

Testing is a critical component of our risk management process, since it serves as the means for confirming "system readiness" for routine operational use. PL completes rigorous testing of each upgrade before it is deemed complete. Our testing process is comprehensive and is organized in the following stages:

- Unit Testing (focused on a specific function or procedure)
- Conversion Testing (manual and automated)
- Integration Testing (spanning manual and automated processing steps and system interfaces)
- Network/Connectivity Testing (to confirm that workstations/devices operate as planned)
- Stress Testing (to confirm the computer configuration and network's ability to efficiently handle expected transaction volumes)

Each stage builds off of the one preceding it to ensure that problems/causes are readily identified and resolved before proceeding to the next stage. PL's standard methodology emphasizes such testing, and we utilize proven approaches, plans and techniques specific to Internet technology platforms.

5. Training and Post Implementation Support

Training Support

Performance Logic provides comprehensive training for the DSRIP application, including both on-site and web-based training. Training is conducted by the PL client delivery team at the client site in classrooms that are equipped with PCs for each user.

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Class size is typically limited to 20-25 individuals in order to ensure proper interaction between the instructor and individual users. Once initial training has been completed, PL will work directly with the Harris Health to complete Train-the-Trainer courses in order to facilitate internal training at Harris Health moving forward.

PL will also work with Harris to develop a training curriculum and create a Webinar series for end-user training. The webinars will cover the major aspects of the DSRIP application and be geared towards the appropriate end users.

PL has also developed training curriculum for end users, site administrators, and tool administrators. Each group's curriculum is based on our understanding of how they interact with the DSRIP application. As part of this phase, the curriculum will be finalized with Harris Health input and thus can be modified accordingly. Detailed training curriculum is available upon request.

Training materials, user guides, and quick reference sheets have been developed for the DSRIP application and are accessible through links within the application. The training guides have been developed to address specific aspects of the application, making it easy for end users to quickly find help when needed. These training guides cover topics including:

- Performance Logic PPM – Project Planning
- Performance Logic PPM – Scorecards
- Performance Logic DSRIP Planning – Step by Step Guide for Project Management
- Performance Logic DSRIP Account Manager Guide

Post Implementation Support

PL provides comprehensive post-implementation and maintenance support as part of our annual licensing fee. Support includes both end-user and technical support as well as all upgrades and maintenance releases.

End User Support

For users, Performance Logic provides both e-mail and telephone support. Performance Logic technical support can be contacted toll-free via telephone from 9:00 am to 8:00 pm Eastern Time excluding US national holidays and by e-mail 24 hours a day at support@performancelogic.com. E-mails are guaranteed to be answered with 24 hours Monday – Friday. In most cases, e-mails are answered with 3 hours during normal business hours. Performance Logic, Inc. maintains customer support centers in New York, NY and Portland, OR.

In addition, users can also access our support page which includes user manuals for DSRIP tracking, FAQs, and Release Notes for all major upgrades.

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Performance Logic PPM also has direct links to immediate help from most screens. Users can access our online Help button, which provides unique help text as well as links that are related to the particular task.

Technical Support

Performance Logic also provides 24-hour support for technical problems and maintenance. A separate technical support line exists so that IT staff can reach PL staff to discuss system issues and schedule any needed maintenance that cannot be completed via remote access.

Escalation Procedures

All customer support issues are handled in accordance with Performance Logic's escalation procedures. The escalation procedures are priority-based and intended to classify support calls in order to resolve customer issues as rapidly as possible.

Level 1: Basic Customer and Technical Support, is provided via telephone and e-mail support by client delivery staff. Ninety percent of issues are usually resolved at this level and involve basic triage and direct support by client delivery staff. During normal business hours, all calls are returned within 30 minutes.

Level 2: Advanced Technical Support, involves identifying the issue, reproducing the problem, identifying errors in product specification, and localizing product defects. Performance Logic will work with the client to identify a short-term workaround while contacting product support for a long-term fix. Clients will be informed by end of day for any issues that require advanced technical support. This status will include an estimated fix date for the problem and review of possible short-term workaround.

Level 3: Product Support, involves activities such as the interpretation of gathered data, reproduction of software issues and/or errors, and examination of source code for errors. Product Support will immediately prioritize those issues that are causing errors at client sites and have product engineering begin to develop fixes for these issues. Once patches have been developed, the QA team will complete testing of patches and will approve the changes. Patches will then be made immediately to source code to fix reproducible errors on a fast-track process. The fast-track process takes from 6 hours to 2 days to offer fixes to errors. Performance Logic will typically patch fast-track issues between the hours of 1:00 AM and 3:00 AM PST Monday – Friday.

Ongoing Maintenance

Once the tools have been fully implemented across Region 3, transition to our PL support team will occur. As part of our ongoing maintenance and support agreement, both technical and operational support for Performance Logic PPM is included.

In addition to end-user support, PL technical and customer support will be responsible for ensuring service levels are being maintained for our application and that all software updates and

patches are installed properly. The PL team will also continue to work with Harris Health DSRIP leadership to maintain the tool, identify and implement any needed changes, and resolve any issues that may develop.

Server Uptime

There is no scheduled/routine downtime for the *Performance Logic PPM* application. *Performance Logic PPM* is fully operational 24/7 and can meet a SLA of 99.5%.

Server Response Time

Performance Logic will continually strive to improve response time. The overall response time is combination of server-side processing, network delay, and client-side processing. A user action may result in several server requests. Process times are highly dependent on the size of the client's data. Client-side processing is highly dependent on the speed of the client machine. Network delay is often dependent on issues beyond the control of Performance Logic.

Performance Logic will guarantee the following:

Server Processing

The Performance Logic server will complete simple requests in less than 5 seconds. Simple request include loading/saving/locking a single project or measure. Currently, most requests are handled in less than a second.

The Performance Logic server will complete reasonable complex queries in less than 90 seconds. Complex queries may involve multiple users and multiple projects across a range of dates. Currently, most complex queries are handled less than 20 seconds.

If the System performance materially deviates from the performance specifications as described above, Customer shall so notify PLI of the performance issue in writing. After receipt of such notice, PLI has 30 days to resolve the issue. If the issue is not resolved after 30 days, PLI will provide Customer a credit towards the applicable Subscription Fee for the next Renewal Term in a prorated amount equal to three days of the annual Subscription Fee for each partial or full day exceeding 30 days from the date of such notice.

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6. Hardware Infrastructure and Software Technical Specifications

A. Hardware Specifications

What are the hardware specifications for the solution?	
Who will supply the hardware?	Performance Logic PPM can be either externally hosted by Performance Logic in which case we will provide all server hardware or can be hosted internally by Harris Health. In the event that the application is hosted by Harris Health, we typically operate using virtual servers which are configured to meet our specific needs which are outlined below. Note: we have not proposed an on-site server implementation.
<i>Hardware Specifications</i>	
i. Server - processor, memory, disk space	Dual 2.0GHz cores, 4GB RAM, 100GB HD (only for on-site installation – not proposed)
ii. Workstation – processor, memory, disk space	1.0Ghz, 1GB RAM, 50MB
iii. Monitors – size and screen resolution	Optimal screen size is 19" or higher; minimum screen resolution is 1024 x 768
iv. Scanners	N/A
v. Printers	Compatible with all printers

B. Software Specifications

i. Names and versions of proposed software	PL PPM Version 6.1, DSRIP Tracking Module Version 2.1
ii. Desktop Client Operating System	Windows XP or Higher, Mac OS X Lion
iii. Server Operating System	CentOS/RHEL 5
iv. Application Programming Language	C++
v. Database	Custom PL database or can be configured to utilize Oracle
vi. Client Server Messaging Architecture	XML over HTTP
vii. Database configuration for multi-site, multi-agency client	Each site/agency has its own database
viii. Are local administrative rights needed to run this application?	No, but will require a web browser plugin (ActiveX/NPAPI) download for end users

C. Network/Communications

i. WAN Communications Protocol	Any – TCP/IP
ii. Bandwidth requirements and device port speeds	Minimum 2MB/s bandwidth - 100MB ethernet port
iii. Impact of application on the network	200MB in/500MB out per day

D. Web Component

i. Client/Server Requirements	Server running Apache 2.2 on RHEL5/CentOS5
ii. Browser Requirements	IE 7+, Chrome, Firefox on Windows XP+, Safari 5.1+, Chrome, Firefox on Mac OS X 10.7+
iii. Connection Options	TCP/IP

E. Security

i. Authentication Method	password or pass-through using GSSAPI
ii. Encryption Methods: Define strength of algorithm used	We utilize 128-bit SSL for data transferred between clients and servers
iii. Active Directory aware?	Yes – on-site installation only
iv. Ability to have multiple live 'sessions'?	Yes
v. Please describe application access for vendor support	Webpage has support telephone number and link to email support
vi. Have you been certified for security via a 3 rd party?	No

F. Scalability and Performance

i. Describe the process for monitoring server sizing, performance and response time	Disk and processor utilization monitor daily Response times monitored hourly
ii. What are your response time guarantees?	Max 2 seconds for typical (non-report) requests; up to 90 seconds for complex queries and large reports

7. Vendor Qualifications, Previous Experience, References, and Financial Stability

Description of Business

Performance Logic, Inc. is a Delaware Class C Corporation with offices located in New York, NY and Portland, OR. Performance Logic was incorporated in April of 2000. The company is majority owned by its management team (90%), and employees (10%).

PL Resources and Organizational Structure

Performance Logic has two locations to service its accounts within the United States and Canada. We maintain offices in New York, NY and Portland, OR.

The New York office is primarily staffed with client support, sales, and administrative staff. Our Portland office is our development hub and is staffed with both development staff and client support services.

Services and support for our applications are handled nationally by our entire customer service support

team. We do not assign support or implementation to individual offices but make assignments based on availability. This ensures that all customer service support is available to the client when it is needed.

Performance Logic currently has 19 employees with plans to add 4 additional employees by July 2013. The following table lists the number of employees by major area.

Organization Breakdown	# of Employees
Client Support Services	4
Account and Implementation Support	4
Sales/Marketing	2
Development	9
Total	19

Financial Stability

As a closely-held private company, we do not disclose financial statements to our customers, partners, or interested third parties. As a company, Performance Logic, Inc., has been in business since April 2000 and has been operating on a cash-flow positive basis since the Fall of 2002. Since inception, we have averaged over 60% revenue growth and have increased our customer base to over 50 organizations including the entire Veterans Health Authority. Revenue growth in 2012 was approximately 40% and revenue growth for 2013 is estimated at 60%. With our subscription-based revenue model, we are also able to closely predict our future revenue streams and have 90% visibility into our 2013 revenue stream and 70% visibility into our 2014 revenue stream.

At the present time, Performance Logic has no long-term debt owed to third parties, no outside private equity or venture capital obligations, and does not use any third-party revolving credit lines to meet cash flow needs. In addition, Performance Logic has bought back majority ownership in the company from its third party investors and has retired all long-term debt vehicles that were in place when the company was founded.

Because of our size and to alleviate certain client concerns, we are willing to provide Harris Health with a fully operational version of our Performance Logic PPM application at no additional charge should Performance Logic, Inc., not continue to remain a financially viable company. This copy would be delivered and set up by us so that Harris Health could continue to utilize the toolset in perpetuity.

Vendor Medicaid 1115 Waiver Installations

DSRIP Client	Impl. Date	Client Contact	Technology Utilized
University Health System San Antonio, TX Texas RHP 6	1/2013, implemented within 12 weeks	Carol A. Huber, MBA Director, Clinical Informatics Office of the Chief Medical Officer University Health System 210.358.8792 Carol.Huber@uhs-sa.com	PL-hosted solution; accessed via web Windows 7 and Apple iOS
Medical Center Health System Odessa, TX Texas RHP 14	3/2013, 8 weeks	John O'Hearn, MHA Director of Regional Development 1115 Waiver Region 14 Anchor Contact Medical Center Health System PO Box 7239 Odessa, TX 79760 Office 432-640-2429 Cell 432-770-5077 Fax 432-640-1118	PL-hosted solution; accessed via web Windows 7 and Apple iOS
Santa Clara Valley Medical Center San Jose, CA	3/2012, 10 weeks	Seena Nair, MPH DSRIP Health Care Analyst Santa Clara Valley Medical Center 2325 Enborg Lane, Suite 340 San Jose, CA 95128 Seena.Nair@hhs.sccgov.org Office: (408)793-2118	PL-hosted solution; accessed via web Windows 7 and Apple iOS
Riverside County Regional Medical Center	3/2012, 8 weeks	Jill Meyer Assistant Hospital Administrator Riverside County Regional Medical Center 26520 Cactus Avenue Moreno Valley, CA 92555 (951)486-4464 (Office) (951)486-4475 (Fax) jmeyer@co.riverside.ca.us	PL-hosted solution; accessed via web Windows 7 and Apple iOS

Vendor References

Harris Health may contact the above sites for additional information regarding Performance Logic, Inc. In addition, we have provided 2 additional references. These clients have implemented our Performance Logic PPM platform.

Performance Logic PPM Client	Impl. Date	Client Contact	Products Purchased
Abington Health System Abington, PA <ul style="list-style-type: none"> • 42,000 admissions • 560,000 OP visits • 131,000 ER visits • 1,400 physicians 	3/2006	Mr. Tony Simek Director, Quality Data Management Abington Memorial Health System 1200 Old York Road Abington, PA 19001 (215) 481-4779 tsimek@amh.org	<ul style="list-style-type: none"> • Purchased Performance Logic PPM Platform (7 Years) • Purchased Performance Logic Rounding Center platform (2 years)

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<p>Pinnacle Health Harrisburg, PA</p> <ul style="list-style-type: none">• 34,000 admissions• 620,000 OP visits• 105,000 ER visits• ~900 physicians	<p>10/2010</p>	<p>Adam Dimm Director, PMO PinnacleHealth PO Box 8700 Harrisburg, PA 17105 (717) 231-8155 adimm@pinnaclehealth.org</p>	<ul style="list-style-type: none">• Purchased Performance Logic PPM Platform (5 year license)• Purchased Performance Logic Rounding Center platform (5 year license)• Purchased Performance Logic Implementation Services• Purchased Performance Logic Training Services
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Exhibit B

<p>License, Set-Up and Training Price:</p>	<ul style="list-style-type: none"> • License Fees: \$82,500 for the annual License Fee for Performance Logic PPM DSRIP Tracking Module per year of the Term (unlimited users). Includes all support and maintenance fees, as well as technical support. • Set Up Fees: Not to exceed \$51,750 for the set-up and training fees during the Initial Term: <ul style="list-style-type: none"> • Site set up, configuration, implementation support (not to exceed 80 hours @ \$225/hour) • Pre-population of Waiver data for all providers (not to exceed 200 hours @ \$100/hour) • Webex Training (not to exceed 10 training sessions @ \$500 per session) • Training cost per day (not to exceed 5 days on-site, at \$1,750 per day) • Reimbursable Expenses: Not to exceed \$10,350 for approved travel expenses during the Initial Term, billed at actual cost. • Total aggregate fees not to exceed \$144,600 for the Initial Term, and not to exceed \$82,500 for each Renewal Term. • Please see attached price quote for cost breakdown
<p>Training, Set-Up, and Consulting Fees – Additional Services</p>	<ul style="list-style-type: none"> • Not provided unless approved in a written amendment to this Agreement, signed by both parties • \$1,750 per day for on-site training and \$500 per session for WebEx training • \$125 per hour for programming and technical development of requested custom features. Mutually developed specifications are required for detailed customization quotes. • \$225 per hour for additional implementation and consulting support services
<p>Payment Terms:</p>	<ul style="list-style-type: none"> • All payments should be sent to: Accounts Receivable, Performance Logic Inc., 200 East Broadway, Suite E, New York, NY 10002



Exhibit C

Texas RHP 3 Performing Providers
Section I. RHP Organization

Anchoring Entity	133355104	741536936	Non-state public	Harris County Hospital District (Harris Health System)	Rick Young	2525 Holly Hall, Houston, TX 77054 rick.young@harrishealth.org 713-566-6405
Public District						
IGT Entities	020993401	760153629	Non-state public	Bayside Community Hospital	Theresa Cheaney	P.O. Box 398, Anahuac, TX 77514 tcheaney@chambershealth.org 409-267-3143
Public Hospital						
Public District	760636528	n/a	Non-state public	Bellville Hospital District	Michael Morris	44 N. Cummings Bellville TX 77418 mmorris@bellvillehospital.com 979-413-7400
Public Hospital	131045004	760488120 5 000	Non-state public	El Campo Memorial Hospital	Tisha Zalman	303 Sandy Corner Rd, El Campo, TX 77437 tzalman@ecmh.org 979-543-6251

Hospital Type: Public District
 FTE: 133355104
 County: Harris
 Hospital Name: Harris County District Health System
 Hospital ID: 741536936
 Hospital Type: Non-state public
 Hospital Address: 2525 Holly Hall Drive, Houston, TX 77054
 Hospital Phone: (713) 566-6400
 Hospital Website: harrishealth.org
 Hospital Email: Nicole.lievsay@harrishealth.org
 Hospital Contact: Janet Johnson
 Hospital Contact Email: Janet.Johnson@harrishealth.org
 Hospital Contact Phone: (713) 566-6033

Public District	133355104	741536936	Non-state public	Harris County Hospital District (Harris Health System)	Nicole Lievsay Janet Johnson	2525 Holly Hall Drive, Houston, TX 77054 Nicole.lievsay@harrishealth.org 713-566-6400 Janet.Johnson@harrishealth.org (713) 566-6033
Public Hospital	130959304	746025069	Non-state public	Matagorda Regional Medical Center	Steve Smith	104 7 th Street, Bay City, TX 77414 ssmith@matagordaregional.org 979-241-5520
Public Hospital	137909111	746003411	Non-state public	Memorial Medical Center	Jason Anglin	815 N. Virginia Street Port Lavaca, Texas 77979 jangling@mmpcportlavaca.com 361-552-0222
Public Hospital	127303903	760339462	Non-state public	Oakbend Medical Center	Darren Coates	2801 Via Fortuna, Suite 500 Austin, 78746 coates@gl-law.com 512-899-3995
Public Hospital	212060201	12705654999	Non-state public	Rice Medical Center	Jim Janek	600 S Austin Rd, Eagle Lake, TX 77434 jjanek@ricemedicalcenter.net (979) 234-5571
Public District	n/a	n/a	Non-state public	Tomball Regional Hospital Auth	George Koutsonicolis	1603 Orrington Avenue, Suite 1600 Evanston, IL 60201 GeorgeK@ncacf.com 847.583.1325

111810101
 135254407
 113180703
 096166602
 081522701
 082006001
 083290905

Academic Organization	111810101	760459500	Non-state public	University of Texas Science Center	Andrew Casas	6410 Fannin STE 1500 Houston Texas 77030 Andrew.Casas@uth.tmc.edu 832-325-7325
Local Mental Health Authority	135254407	741659064	Non-state public	GulfBend Center	Donald L. Polzin	6502 Nursery Drive, Ste 100, Victoria, TX 77904 dpolzin@gulfbend.org 361-582-2314
Local Mental Health Authority	113180703	7416039505023	Non-state public	Mental Health - Mental Retardation Authority	Dr. Scott Strang	7011 Southwest Fwy, Houston, TX 77074 scott.strang@mhmraharris.org 713-970-7182
Local Mental Health Authority	096166602	7416841983	Non-state public	Spindletop Center	Chalannes Hoover	P.O. Box 3846, Beaumont TX 77704-3846 chalannes.hoover@sfctr.org 409-784-5668
Local Mental Health Authority	081522701	7602532875	Non-state public	Texana	Amanda Darr	4910 Airport Avenue, Building D Rosenberg, TX 77471 amanda.darr@texanacenter.com 281-239-1350
Academic Organization	082006001	741613878	Private	Baylor College of Medicine	John Burruss, MD	One Baylor Plaza Ste 181A, Houston, TX 77030 jburruss@bcm.edu 713-798-8750
Public Hospital	083290905	274005511	Non-state	Bellville	Michael Morris	44 N. Cummings

HHS - Performance Logic
 Project: 130959304
 Activity: 112672402
 Location: 137909111
 Description: 113180703
 Start Date: 127303903
 End Date: 152686501

	08,-03,-07		public	of Health & Human Svcs		Judy.Harris@houstontx.gov 832-393-4345
Public Hospital	130959304	746025069	Non-state public	Matagorda Regional Medical Center	Steve Smith	104 7 th Street, Bay City, TX 77414 ssmith@matagordaregional.org 979-241-5520
State Hospital	112672402	746001118	State Owned	The University of Texas M.D. Anderson Cancer Center	Lewis Foxhall, MD	Office of Health Policy 1515 Holcombe Boulevard, Unit 1487 Houston, TX 77030-4009 lfoxhall@mdanderson.org
Public Hospital	137909111	746003411	Non-state public	Memorial Medical Center	Jason Anglin	815 N. Virginia Street Port Lavaca, Texas 77979 janglin@mmcpportlavaca.com 361-552-0222
Local Mental Health Authority	113180703	17416039505023	Non-state public	Mental Health - Retardation Authority	Dr. Scott Strang	7011 Southwest Fwy, Houston, TX 77074 scott.strang@mhmraharris.org 713-970-7182
Public Hospital	127303903	760339462	Non-state public	Oakbend Medical Center	Darren Coates	2801 Via Fortuna, Suite 500 Austin, 78746 coates@gl-law.com 512-899-3995
Private Hospital	152686501	760698013	Private	Palacios Community Medical Center	Don Bates	311 Green Ave, Palacios, TX 77465 dbpcmc@tisd.net 361-972-2511

Private Hospital	288523801	32044775339	Private	Tomball Regional Medical Center	Richard Ervin	605 Holderrieth Blvd, Tomball, TX 77375 RErvin@tomballhospital.org 281-401-7897
Academic Organization	111810101	760459500	Non-state public	University of Texas Health Science Center	Andrew Casas	6410 Fannin STE 1500 Houston Texas 77030 Andrew.Casas@uth.tmc.edu 832-325-7325
Academic Organization	112672402	746001118	State Owned	The University of Texas M.D. Anderson Cancer Center	Lewis Foxhall, MD	Office of Health Policy 1515 Holcombe Boulevard, Unit 1487 Houston, TX 77030-4009 lfoxhall@mdanderson.org
Public Hospital	020993401	760153629	Non-state public	Bayside Community Hospital	Theresa Cheaney	P.O. Box 398, Anahuac, TX 77514 tcheaney@chambershealth.org 409-267-3143
Private Hospital	020817501	16218013593	Private	HCA Gulf Coast Division	Jeff Sliwinski	7400 Fannin St, Ste 650, Houston, TX 77054 Jeff.Sliwinski@HCAHealthcare.com 713-852-1534
Private Hospital	137805107	741152597	Private	Memorial Hermann	Jeff Brownawell	929 Gessner, Ste 2700, Houston, TX 77024 Jeffrey.brownawell@memorialhermann.org



					Healthcare System		713-242-2785
Private Hospital	020834001	741152597	Private		Memorial Hermann Healthcare System Northwest	Jeff Brownawell	929 Gessner, Ste 2700, Houston, TX 77024 Jeffrey.brownawell@memorialhermann.org 713-242-2785
Private Hospital	152686501	760698013	Private		Palacios Community Medical Center	Don Bates	311 Green Ave, Palacios, TX 77465 dbpcmc@tisd.net 361-972-2511
Private Hospital	148698701	752922928	Private		Winnie Community Hospital	Albert B. Schwarzer	3221 Collinsworth, Ste 201 Fort Worth, TX 76107 albert@frontierhealthcare.com 817-731-1997