edwards aquifer
AUTHORITY

November 9, 2026

Dear Interested Offeror:

The Edwards Aquifer Authority (EAA) is requesting proposals from qualified vendors for the performance of an economic analysis of a withdrawal suspension program associated with the use of Edwards Aquifer Groundwater Rights (RFP NO. 003-26-EXE).

Attached is the proposal package which includes the following for submission by interested offerors: Proposal Summary (Attachment A1); Cost Proposal Summary (Attachment A2); Client Reference forms (Attachments B1-B3); and Project Subcontracting Plan (Attachment A4).

The EAA is currently accepting electronic ***or*** physical submissions of proposals as follows:

- Electronic: The EAA has partnered with the Texas Purchasing Group for receipt of electronic proposals via ***BidNet Direct*** (BidNet). Please register on BidNet to access the proposal request and to submit required documents. Please note, a paid subscription to BidNet is not required to access proposals or submit responses:
  (https://www.bidnetdirect.com/texas/edwardsaquiferauthority)

- Physical: Submit one (1) printed original and one (1) electronic copy on a USB thumb drive of the proposal responses, sealed with "RFP NO. 003-26-EXE" indicated on the top of the envelope, to:

  Ms. Shelly Hendrix
  Sr. Director/CFO of Finance
  Edwards Aquifer Authority
  RFP NO. 003-26-EXE
  900 E. Quincy Street
  San Antonio, Texas 78215

Proposals are due no later than 3:00 p.m., Wednesday, December 2, 2026, at which time the proposals will be opened. **PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED BY BIDNET AND WILL BE RETURNED, UNOPENED, IF PHYSICALLY SUBMITTED.** Proposals offering less than 90 calendar days for acceptance by the EAA from the date set for opening will be considered nonresponsive and will be rejected. The EAA reserves the right to reject any and all proposals.

If you have any questions, please contact Ms. Hendrix at contracting@edwardsaquifer.org.

Sincerely,

roland ruiz (Oct 29, 2026 12:45:02 CDT)

Roland Ruiz
General Manager

REQUEST FOR PROPOSALS
FOR AN ECONOMIC ANALYSIS/VALUATION OF EDWARDS AQUIFER WATER RIGHTS FOR FORBEARANCE FOR THE EDWARDS AQUIFER AUTHORITY
RFP NO. 003-26-EXE

Issued by:
Edwards Aquifer Authority
900 E. Quincy Street
San Antonio, Texas 78215

Issue Date:	Monday, November 9, 2026
Proposals Close:	Wednesday, December 2, 2026
Time:	3:00 p.m., Central Time

SECTION 1
PROJECT INTRODUCTION AND BACKGROUND

1.1 PURPOSE OF REQUEST FOR PROPOSALS (RFP)

The Edwards Aquifer Authority (EAA), located in San Antonio, Texas, is soliciting proposals for the performance of an economic analysis and valuation of a withdrawal suspension program associated with the use of Edwards Aquifer Groundwater Rights.

1.2 DESCRIPTION OF PROPOSED PROJECT

The EAA is seeking an economic analysis of the value of forbearance of the use of Edwards Aquifer Groundwater withdrawal rights. For the past 13 years, the EAA has administered two forbearance programs where it contracts with Edwards Aquifer Groundwater Withdrawal Rights (Water Rights) holders for the suspension of their Water Rights during certain, defined environmental conditions related to drought.

The EAA intends to update these programs over the next year and is seeking to understand the appropriate value to be assigned to the contracted Water Rights.

1.3 PROJECT SCHEDULE

The following is the tentative schedule for selection and award of the EAA's procurement:

Description	Date
RFP Newspaper Advertisements	Sunday, November 8, 2026 through Thursday, November 19, 2026
Texas Purchasing Group Website-BidNet	Monday, November 9, 2026 through Wednesday, December 2, 2026
State of Texas Electronic State Business Daily (ESBD)	Monday, November 9, 2026 through Wednesday, December 2, 2026
Last Date for Questions * * *Submit to contracting@edwardsaquifer.org*	Tuesday, November 24, 2026 3:00 p.m., Central Time
Deadline to Submit/Proposal Opening	Wednesday, December 2, 2026 3:00 p.m., Central Time

SECTION 2
INSTRUCTION TO OFFERORS

2.1 REQUESTS FOR INFORMATION

This RFP is being issued by the EAA, San Antonio, Texas, which is the sole point of contact for purposes of information concerning this RFP. The EAA reserves the right to issue addenda, if necessary. All questions and inquiries regarding this request for proposal must be submitted in writing to Ms. Shelly Hendrix, Sr. Director/CFO, by the time specified in Section 1.3. No Phone Calls Please. Requests for information received prior to the deadline stated in Section 1.3 are to be responded to in writing by the EAA in the form of an addendum published on ***BidNet Direct*** (BidNet). (https://www.bidnetdirect.com/texas/edwardsaquiferauthority)

Submission of a proposal shall be considered *prima facie* evidence that the Offeror has familiarized himself/herself with, and understands, the solicitation, its terms and general conditions, etc., under which the contract is to be awarded, administered, and performed. The EAA will not be responsible for any interpretations or misinterpretations of any oral instructions.

2.2 SUBMISSION REQUIREMENTS

Proposal responses submitted must contain, at a minimum, the following:

- Proposal Summary (Attachment A1)
- Cost Proposal Summary (Attachment A2)
- Client Reference forms (Attachments B1-B3)
- Project Subcontracting Plan (Attachment A4)

Offerors may provide electronic ***or*** physical submissions of proposal responses as follows:

- Electronic: The EAA partnered with the Texas Purchasing Group for receipt of electronic proposals via BidNet. Please register on BidNet to access the proposal request and to submit electronic submission documents. Please note, a paid subscription to BidNet is not required to access proposals or submit responses:
  (https://www.bidnetdirect.com/texas/edwardsaquiferauthority)

- Physical: Submit one (1) printed original and one (1) electronic copy on a USB thumb drive of the proposal responses, sealed with "RFP NO. 003-26-EXE" indicated on the top of the envelope, to:

  Ms. Shelly Hendrix
  Sr. Director/CFO
  Edwards Aquifer Authority
  RFP NO. 003-26-EXE
  900 E. Quincy Street
  San Antonio, Texas 78215

NO FACSIMILE OR EMAIL PROPOSALS WILL BE ACCEPTED.

Upon receipt of a proposal submitted in accordance with Section 2.2, each proposal will be stamped with the date and time received and remain unopened until the proposal opening. All proposals become the property of the EAA, which will hold the contents of all proposals confidential until an award is made. **PROPOSALS MUST BE RECEIVED NO LATER THAN THE DEADLINE SPECIFIED IN SECTION 1.3. PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED BY BIDNET AND WILL BE RETURNED, UNOPENED, IF PHYSICALLY SUBMITTED. PROPOSALS RECEIVED AFTER THIS TIME WILL BE DECLARED LATE AND NOT ELIGIBLE FOR CONSIDERATION. THE EAA IS NOT RESPONSIBLE FOR INTERNET CONNECTIVITY, COMPUTER TIME SETTINGS, MAIL, COURIER OR OTHER DELIVERY METHODS, IN-TRANSIT TIME OR NON-DELIVERY. LATE DELIVERIES TO THE EAA OFFICES WILL BE UNOPENED AND THE OFFEROR WILL BE ADVISED BY MAIL THAT HIS/HER PROPOSAL WAS LATE, NOT ACCEPTED AND WILL BE ALLOWED TO PICK UP HIS/HER PROPOSAL PACKAGE OR FURNISH A "CALL TAG" AND HAVE THE PACKAGE PICKED UP BY A COURIER.**

2.3 PROPOSAL FORMAT

The EAA requires that submitted proposals adhere to the following general format to simplify the review process. Failure to follow the required format or to respond to each specification may result in rejection of the proposal. All proposals must be submitted in accordance with Section 2.2, Submission Requirements. Failure to do so may result in rejection of the proposal.

2.3.1 General Requirements

Submit three (3) client references for whom similar water valuations have been provided within the past 10 year(s) on the form contained in Attachments B1-B3, Client Reference. Provide responses for all minimum information on the form for each reference and do not use the EAA as a reference. The Offeror agrees EAA staff may contact the references given.

2.3.2 Response to Commercial Questions and Statements

Please answer the questions indicated in Attachment A1, Proposal Summary, directly and specifically. All pricing is to be included in Attachment A2, Cost Proposal Summary. Any exceptions to any of the requirements and specifications contained in this RFP must be noted in the allotted space in Attachment A1. Attachments A1 and A2 must be returned with the Offeror's proposal response.

2.3.3 Cost Proposal

Please provide an itemized list of projected costs necessary for completing the project described in this RFP on Attachment A2, Cost Proposal Summary. The cost proposal shall include the price for any shipping, crating, insurance, and other costs related to the delivery and installation of the proposed project. The EAA is exempt from sales tax, but could be subject to other types of taxes. If any other type of tax is added, please specify. This project will be awarded as a time-and-materials, not-to-exceed an agreed upon total Contract amount.

2.4 MINORITY-OWNED AND WOMEN-OWNED BUSINESSES

The EAA strongly encourages minority and women-owned businesses (M/WBEs) to submit proposals to all requests. It is EAA policy that M/WBEs have an equal opportunity to apply for, and be awarded, EAA contracts and subcontracts. It is the EAA's good faith effort goal to award 30% of the total amount of all contracts to M/WBEs whenever possible. To assist in meeting this goal, the EAA strongly encourages Offerors to seek joint ventures and/or subcontracting opportunities with M/WBE's when appropriate.

2.4.1 M/WBE Subcontracting Opportunities

In an effort to assist Offerors, EAA staff researched M/WBE availability and noted the total number of certified M/WBEs potentially available to perform work requested on this RFP on Attachment A3. To successfully complete the RFP, Offerors must complete a Project Subcontracting Plan (Attachment A4) which addresses subcontracting use and provides links to the sources used to identify M/WBEs in Attachment A3.

2.5 PROPOSALS BINDING

Proposals must set forth accurate and complete information as required by this RFP (including attachments). Negligence upon the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposals.

2.6 LATE PROPOSALS, MODIFICATIONS, OR WITHDRAWALS

Proposals received after the date and the time indicated will not be considered and will be returned unopened, if the Offeror is identified on the envelope.

Proposals may be withdrawn or modified in writing prior to the proposal opening. Responses that are resubmitted or modified shall be sealed and resubmitted in accordance with Section 2.2, Submission Requirements, prior to the proposal opening.

2.7 PROPOSAL COSTS

All costs for preparing the proposals are to be borne by the Offeror and may not be included in the cost proposal.

2.8 PROPOSAL SIGNATURE

The EAA will prepare a contract for the Successful Offeror using the name exactly as it appears on the proposal. Therefore, it is imperative the Offeror signs the proposal using correct and complete legal names and titles.

2.9 CONTRACT AWARD

The EAA reserves the right to accept or reject any and all proposals. Unless all proposals are rejected or the solicitation is cancelled, the contract is to be awarded to the Offeror whose proposal best meets the requirements and criteria set forth in these specifications. No proposal is to be considered binding upon the EAA until a contract has been awarded.

Contract award is to be issued to the Successful Offeror by letter. The Successful Offeror shall not begin any work on this contract until such time as a Notice to Proceed has been issued by the General Manager.

Please note, in 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract between a governmental entity or state agency and a business entity at the time it is voted on by the governing body or at the time it binds the governmental entity or state agency, or whichever is earlier, including an amended, extended, or renewed contract, of a governmental entity or state agency that either:

1. requires an action or vote by the governing body of the entity or agency before the contract may be signed; or
2. has a value of at least $1 million, or
3. is for services that would require a person to register as a lobbyist under Chapter 305 of the government Code.

A Successful Offeror will be required to submit Form 1295 in accordance with these provisions.

More information can be obtained at the following link: https://www.ethics.state.tx.us/filinginfo/1295/

2.10 CONTRACT

It is expressly understood by the Offerors that written notice of award by the EAA will constitute acceptance of the proposal.

2.11 CONTRACTOR SELECTION

2.11.1 Selection Process

The selection process will include the following steps:

1. Receipt of proposals.
2. Review of proposals submitted.
3. Evaluation of proposals and ranking of Offerors - EAA staff shall review all information available from the selection process and rank the Offerors.
4. Contract Award - The EAA will award the Contract to the Offeror whose proposal is the most advantageous to the EAA and which will result in the most economical provision of these required services to the EAA.

2.11.2 Selection Criteria

Selection will be based on the following criteria, which are listed in order of importance:

1. Commercial Quality & Responsiveness (45 points)
   - o Satisfactory response to terms and conditions
   - o Experience with similar programs/projects and analysis
   - o Proposal quality
   - o Customer references and satisfaction of existing customers

2. Cost Factors (40 points)
   - o Total cost
   - o Additional costs

3. Project Subcontracting Plan (10 points)

4. Financial Stability (5 points)
   - o Current financial condition

2.12 CONFIDENTIAL MATERIAL

Proposals will remain confidential until an award is made, except for the information that is public during a proposal opening. At that time, all information is public unless considered confidential by the Public Information Act, such as trade secrets and financial information. Offeror must indicate if any of the information provided constitutes an exception to the Public Information Act. All information not labeled as confidential will be presumed to be public information.

SECTION 3
SPECIFICATIONS

3.1 BACKGROUND INFORMATION

The EAA is a political subdivision of the State of Texas. Governed by an elected board of directors, the EAA is empowered to manage, enhance, and protect the Edwards Aquifer.

The purpose of this RFP is to determine the appropriate, market-based price point for the EAA's future forbearance programs of Edwards Aquifer Water Rights.

3.2 MINIMUM SPECIFICATIONS

3.2.1 VALUING EDWARDS AQUIFER WATER RIGHTS FOR FORBEARANCE

The objective of this project is to determine a fair market scale for pricing the cost of securing forbearance rights to Edwards withdrawal permits (Water Rights or Rights) over various identified periods of time (contract terms).

Ultimately, the EAA seeks to administer a program through contractual agreements that provide Water Rights owners yearly compensation for the right to control and forbear their Rights under certain aquifer conditions that may occur over the span of 5 or 10 year agreements. As envisioned, participants in this forbearance program would be entitled to continue to utilize their Water Rights in years when forbearance is not required.

The EAA requests the following tasks be completed for this project:

1. An economic analysis of the current market value for Edwards Aquifer Water Rights for both irrigation and municipal/industrial uses;

2. A corresponding analysis of the current market value of irrigation Water Rights relative to their agricultural use for crops in the Edwards Region (e.g., what is the value of the water when applied to its most beneficial agricultural use);

3. Once market values have been established, an analysis that considers how that value should be applied to establish an appropriate price point for securing the Water Rights that are to be the subject of future forbearance program contracts (to help with the analysis, using historic data, the EAA will provide information on how often the environmental conditions that would require forbearance under the contracts have occurred); and

4. An analysis and projection that quantifies how the values provided in 1-3 above are likely to change over the next thirty (30) years.

3.2.2 Pricing Information

Respondents are required to submit cost proposals in accordance with the provisions of Section 2.3.3, Cost Proposal.

SECTION 4
TERMS AND CONDITIONS

4.1 STANDARD FORM OF CONTRACT

Attached is a copy of the EAA's Standard Letter Agreement stating the general terms and conditions which will be contained in any contract resulting from this RFP (see Attachment C). Exhibit A, Scope of Work, of the contract form attached is ***for informational purposes only***. Exhibit A is not to be completed at this time. It will be completed upon award of contract. Offerors, by virtue of submitting a proposal, acknowledge, understand, and agree to these terms and conditions, unless such is indicated on the Proposal Summary.

4.2 LAWS AND REGULATIONS

The EAA requires that all responses to this RFP, and any contracts that may result, be in accordance with the laws and regulations of the State of Texas. Furthermore, the Awarded Contractor must adhere to all Occupational Safety and Health Administration standards as applicable to the contracted work.

4.3 PROPOSAL ACCEPTANCE PERIOD

All prices and conditions of the proposal shall remain in effect for ninety (90) days after the date set for the proposal opening. Proposals offering less than ninety (90) calendar days for acceptance by the EAA from the date set for opening will be considered nonresponsive and will be rejected.

The EAA's Code of Ethics is attached for your ***reference only*** (see Attachment D). No action is necessary.

4.4 TIME OF COMPLETION

The Contractor shall take all necessary and appropriate actions to complete the project in accordance with the ongoing schedule incorporated in the resultant contract.

ATTACHMENT A1
EDWARDS AQUIFER AUTHORITY
PROPOSAL SUMMARY
FOR ECONOMIC ANALYSIS/VALUATION OF
EDWARDS AQUIFER WATER RIGHTS FOR FORBEARANCE
RFP NO. 003-26-EXE

Offeror/Vendor Name: _____

Please submit your proposal in accordance with one of the methods noted in Section 2.2 of this proposal document. Attach your proposal for Economic Analysis/Valuation of Edwards Aquifer Water Rights Forbearance to this proposal summary document.

The following exceptions to the Specifications are noted:

_____

_____

Response to Commercial Questions and Statements

What is the current financial status and condition of the proposing entity?

_____

_____

How did you find out about this Request for Proposal?

_____
(Newspaper, Bid-Net, State of Texas ESBD, Direct Notice,
EAA Website or Other (Please Specify)).

The EAA reserves the right to request financial statements as needed.

Please mark one of the following:

_____ I agree with the terms and conditions of the contract form as contained in Attachment C to the proposal specifications.

_____ I do not agree with the terms and conditions of the attached contract form as contained in Attachment C to the proposal specifications.

I would like to take exception to the following contract provisions and am proposing alternative contract language as follows:

_____

_____

_____

The undersigned certifies that the information contained in this proposal has been carefully checked and is submitted as correct and that he/she is authorized to submit this proposal on behalf of the Offeror named below.

Signed: _____
Name

_____
Printed Name

_____
Title

_____
Company

_____
Address

_____

_____ _____
Telephone No. Email Address

ATTACHMENT A2
EDWARDS AQUIFER AUTHORITY
COST PROPOSAL SUMMARY
FOR ECONOMIC ANALYSIS/VALUATION OF
EDWARDS AQUIFER WATER RIGHTS FOR FORBEARANCE
RFP NO. 003-26-EXE

Offeror/Vendor Name: _____

Please submit with Attachment A1 in accordance with one of the methods noted in Section 2.2 of this proposal document.

The undersigned proposes to furnish the prices shown below in accordance with the specifications and the response attached hereto. It is expressly agreed that the EAA has the right to reject any or all proposals submitted if such action is deemed in its interest. The total cost is $_____, the breakdown of which is:

Task	**Estimated Hours (#)**	**Total Costs ($)**
Task 1 – Current market analysis of irrigation and municipal/industrial use		
Task 2 – Corresponding current market analysis of irrigation Water Rights relative to agricultural use		
Task 3 – Price point analysis for securing Water Rights for future forbearance		
Task 4 – Analysis and projection that quantifies how values provided in Task 1 – 3 are likely to change over the next 30 years		
Meetings with EAA staff & Final Report		
Additional Costs (Attach Itemized List)		
***TOTAL**		

*Do not include sales tax in your cost proposal. If any other type of tax is added, please give full description of tax type.

LABOR CATEGORIES AND PERSONNEL CHART

Position	Charge Rate/Hour

The undersigned certifies that the prices contained in this proposal have been carefully checked and are submitted as correct and that he/she is authorized to submit this proposal on behalf of the Offeror named below.

Proposals offering less than 90 calendar days for acceptance by the EAA from the date set for opening will be considered nonresponsive and will be rejected.

Signed: _____
Name

_____
Printed Name

_____
Title

_____
Company

_____
Address

_____

_____ _____
Telephone No. Email Address

ATTACHMENT A3
EDWARDS AQUIFER AUTHORITY
FOR ECONOMIC ANALYSIS/VALUATION OF
EDWARDS AQUIFER WATER RIGHTS FOR FORBEARANCE
RFP NO. 003-26-EXE

Line Item	**NIGP and Item Code**	**Total number of certified MWBEs potentially available to perform work** Source: Supply SA
1. Environmental Consulting (Crucial if your water planning involves environmental impact or regulatory compliance)	918-43	0
2. Feasibility Studies (Consulting)	918-46	0
3. Finance and Economics Consulting	918-49	1
4.		
5.		

ATTACHMENT A4
FOR ECONOMIC ANALYSIS/VALUATION OF
EDWARDS AQUIFER WATER RIGHTS FOR FORBEARANCE
RFP NO. 003-26-EXE

PROJECT SUBCONTRACTING PLAN

The EAA reviews any proposed contract with an estimated value of $100,000 or more to determine if subcontract opportunities are probable prior to the EAA's solicitation of bids, proposals, offers or other applicable expressions of interests. **Completion of this Project Subcontracting Plan and all applicable sections are required in order to be deemed responsive.**

SECTION – 1						
BACKGROUND						
a. Offeror				Phone:		
b. Contractor Representative				Email:		
c. RFP Number						
d. Business Certification Type		___MBE	___WBE	____Joint Venture	____Non-M/WBE	
e. Will portions of work be subcontracted?		__Yes (complete Section 2)		__No (complete Section 3)		
f. Will subcontract opportunities be provided to M/WBEs?		__Yes (complete Section 2)		__No (complete Section 4)		
SECTION – 2						
SUBCONTRACTOR PARTICIPATION DECLARATION						

Contingent upon award of the project stated above, _____ [Offeror] commits to award subcontracts or purchase orders to the following vendors. **LIST ALL SUBCONTRACTORS** (if the vendor is a joint venture, provide the ownership interest of any M/WBE participation).

Subcontractor	Cert. Type *	Cert. Agency **	Gender M/F	Ethnicity ***	Scope of Work	Subcontract Amount	% of Contract
						$	%
						$	%
						$	%
						$	%
						$	%
						$	%

*Minority-MO Woman-WO Non-M/WBE-NonMW
** Supply SA, Historically Underutilized Business (HUB), Other
***African American-AA Native American-AI Asian American-AS Hispanic American-HI

$_____ $_____
Total Dollar value of subcontract work ÷ total dollar value of contract = _____% subcontracted

$_____ $_____
Total Dollar value of M/WBE subcontract work ÷ total dollar value of contract = _____% to M/WBEs

SECTION – 3
SELF PERFORMANCE JUSTIFICATION

Complete this section if you responded "No" to SECTION 1, Item e.

a. Please explain **HOW** (or list the specific page(s)/sections of your proposal which explains how) your company will perform the entire contract with its own equipment, supplies, materials, and/or employees.

b. Please explain **WHY** your company will not subcontract any of the line items identified on the PROBABLE SUBCONTRACTING OPPORTUNITIES form in this solicitation.

Line Item (Address each line item from PROBABLE SUBCONTRACTING OPPORTUNITIES form)	**Reason not subcontracted**
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

ATTACHMENT A4
FOR ECONOMIC ANALYSIS/VALUATION OF
EDWARDS AQUIFER WATER RIGHTS FOR FORBEARANCE
RFP NO. 003-26-EXE

SECTION – 4
GOOD FAITH EFFORTS

This section must be completed if you responded "No" to SECTION 1, Item F along with any documentation to detail your efforts to include M/WBEs in subcontracting opportunities.

Good faith efforts require that the Offeror demonstrate that it took all necessary and reasonable steps to notify M/WBEs of subcontracting opportunities by their scope, intensity, and appropriateness to assist the EAA in meeting its cumulative M/WBE goal.

The EAA has the responsibility to make a fair and reasonable judgment whether an offeror made adequate good faith efforts. Consideration to the quality, quantity, and intensity of the different kinds of efforts the Offeror has made will be evaluated for the best value for the EAA.

a. List the directory sources used to find M/WBEs for subcontracting opportunities.

Directory	Hyperlink	Was a Source Utilized?	
Supply SA	https://sctrca.gob2g.com/FrontEnd/searchcertifieddirectory.asp	☐ Yes	☐ No
State of Texas Centralized Master Bidders List (CMBL) HUB Directory	https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp	☐ Yes	☐ No
Other:			
Other:			

b. List trade or professional organizations contacted for M/WBE outreach assistance. A listing of Minority Trade Organizations can be found at: https://www.edwardsaquifer.org/about/doing-business-with-eaa/

Trade Organizations or Development Centers	Date Notice sent (mm/dd/yyyy)	Was the Notice Accepted?	
		☐ Yes	☐ No
		☐ Yes	☐ No
		☐ Yes	☐ No
		☐ Yes	☐ No

c. List M/WBEs you contacted to let them know about subcontracting opportunities on this project.

Company Name	Date Notice sent (mm/dd/yyyy)	M/WBE Responded?		M/WBE Selected?	
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No
		☐ Yes	☐ No	☐ Yes	☐ No

d. Provide a brief reason why each responsive M/WBE in SECTION 4, item C above was not selected as a subcontractor on this project.

SECTION – 5
AFFIRMATION

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

The respondent must submit monthly Subcontractor Utilization Reports to the EAA (or its designated contracting agency), which includes the use of and expenditures made to its subcontractors (both M/WBEs and Non-M/WBEs).

The respondent must seek approval from the EAA prior to making any modifications to its PROJECT SUBCONTRACTING PLAN, including the hiring of additional or different subcontractor and the termination of a subcontractor the respondent identified in its PROJECT SUBCONTRACTING PLAN.

Signature	Printed Name
Title	Date

ATTACHMENT B1

CLIENT REFERENCE

For each reference, complete the following information:

Client Name: _____

Client Contact Name: _____

Position: _____

Client Address: _____

_____

_____

Client Telephone Number(s): _____

Date Contract Began: _____

Description of Services: _____

_____

_____

Cost: _____

ATTACHMENT B2

CLIENT REFERENCE

For each reference, complete the following information:

Client Name: _____

Client Contact Name: _____

Position: _____

Client Address: _____

_____

_____

Client Telephone Number(s): _____

Date Contract Began: _____

Description of Services: _____

_____

_____

Cost: _____

ATTACHMENT B3

CLIENT REFERENCE

For each reference, complete the following information:

Client Name: _____

Client Contact Name: _____

Position: _____

Client Address: _____

_____

_____

Client Telephone Number(s): _____

Date Contract Began: _____

Description of Services: _____

_____

_____

Cost: _____

ATTACHMENT C
LETTER AGREEMENT SAMPLE

FOR INFORMATIONAL PURPOSES ONLY

XX-XXXL-XXX
Date_____

Mr./Ms. _____
_____
_____
_____

RE: *[Insert project name]*

Dear [insert name of Contractor's contact person]:

This letter shall serve as the formal written agreement (Agreement) between *(Contractor name)* _____ (Contractor), at the address above, and the Edwards Aquifer Authority (EAA), a political subdivision of the State of Texas, for *(insert a general description of services to be performed)*, as set forth more specifically in Exhibit A (Services). The Contractor agrees to provide the Services and that the total amount to be paid to the Contractor by the EAA for the Services shall not exceed $_____, as more particularly itemized in Exhibit A.

This Agreement shall commence on *(Date)* _____, 20___, and shall expire on *(Date)* _____, 20___, unless sooner terminated by its full completion or as otherwise provided herein. The EAA may terminate this Agreement at any time, with or without cause, upon ten (10) days' prior written notice to the Contractor. Upon receipt of such termination notice, the Contractor shall immediately stop all work in progress, including all work performed by its agents or subcontractors. Insofar as possible, upon such termination, all work in progress will be brought to a logical termination point. Within 30 days of the final invoice following termination, the EAA shall pay the Contractor all moneys due and owing to the point of termination.

All invoices from the Contractor to the EAA shall be sent monthly, no later than the 15th day of each month beginning _____, 20____, for each previous month's activities, and shall provide an itemization of the Services delivered or performed as designated in Exhibit A, and the costs and expenses incurred during the billing cycle allocable to each item. Documentation in the "invoice packet" must be sufficiently itemized and detailed and include invoices and/or receipts for all purchases and expenses (summary credit card charge receipts are not acceptable) to allow the EAA to clearly discern purchases made. Purchases and expenses documented with lost receipt forms are not eligible for reimbursement. Receipts without purchase details or that are not legible are not acceptable at any time. Alcohol purchases will NOT be reimbursed under any circumstances. Mileage will be reimbursed at the current IRS approved rate, if submitted. In no event will the EAA pay per-diem related expenses; expenses will be paid at cost with appropriate documentation. The monthly invoice packet should be submitted electronically in Adobe Acrobat

(pdf) format via email to *name, title*, at *email address* and accounting@edwardsaquifer.org. The terms of each invoice shall be net thirty (30) days upon EAA receipt and approval of that invoice.

The total costs billed for the Services by the Contractor may not exceed the contractual amount set forth in the first paragraph above. The Contractor is not authorized to perform any additional work or spend any additional funds without prior written approval from the EAA. The EAA will not be held accountable for any unauthorized funds spent or additional costs incurred by the Contractor in providing the Services.

Any amendment to this Agreement, including any proposed changes or revisions to the specifications or description of the Services or the costs set forth in Exhibit A must be agreed upon in writing by both the EAA and the Contractor prior to the performance of any additional work or the delivery of the Services in question.

All information, property, work product, and materials produced, created, or supplied under this Agreement (whether by the Contractor, its employees, agents or subcontractors) will remain the property of the EAA upon termination of this Agreement. All such property and materials not already in the possession of the EAA will be promptly delivered to the EAA at termination. Any information, property and materials produced, created, or supplied under this Agreement, including preliminary technical reports and studies shall not be disclosed to any third-party without the prior written consent of the EAA. Unauthorized disclosure of such information, property or materials shall, in the sole judgment of the EAA, constitute a breach of this Agreement and shall be subject to all available remedies at law or equity.
The Contractor shall defend, indemnify and hold harmless the EAA, its directors, employees and agents from any and all damages, loss, or liability of any kind whatsoever, including the costs of litigation and attorneys' fees arising from: (a) contracts or arrangements between the Contractor and any third parties entered into in performing this Agreement; (b) any claims brought by any party relating to this Agreement or the Services provided hereunder, or (c) the quality of the Services or the performance of work covered by this Agreement.

This Agreement is not an employment contract, joint venture, or partnership and shall not be construed as such. The Contractor, acting only as an independent contractor, will provide any and all equipment, materials and personnel necessary for performance of this Agreement and will be responsible for the performance of all of its subcontractors, if any.

Texas law shall apply to all matters relating to this Agreement and its interpretation or enforcement, and venue for any disputes or claims arising from this Agreement shall be exclusively in the proper courts in Bexar County, Texas.

Please sign below and return one copy of this letter to the EAA if you concur with the terms of this Agreement. The EAA contact person for this Agreement is *Mr./Ms. (Name)* _____*, (Title)*_____, at (210) 222-2204.

Sincerely,

Roland Ruiz
General Manager

APPROVED AND ACCEPTED:
(CONTRACTOR'S LEGAL NAME)

(Authorized Signatory Contractor's Name) *(Title)*	*Date*

EXHIBIT A
SCOPE OF WORK

DESCRIPTION AND SPECIFICATIONS OF SERVICES, INCLUDING COSTS:

PROJECT COMPLETION SCHEDULE AND COMPLETION DATE:
(by task, if applicable)

REPORT SCHEDULE:
(if applicable)

PAYMENT SCHEDULE:
(by task, if applicable)

IDENTIFICATION OF SUBCONTRACTORS:
(by type of work, if applicable)

(Attach Contractor's Response to EAA's Solicitation, if applicable.)

ATTACHMENT D
FOR INFORMATIONAL PURPOSES ONLY
EDWARDS AQUIFER AUTHORITY
CODE OF ETHICS FOR EAA EMPLOYEES

Every employee is expected to perform his or her job duties satisfactorily, to maintain a high level of personal conduct on the job, to render courteous and efficient service to the public, to be mindful of safety practices and to exercise care in the use of EAA property.

Each employee of the EAA is a public servant and, as such, is held to the highest standard of ethical conduct. Consistent with this public trust, employees may not:

- use their official positions to secure special privileges or exemptions for themselves or others;
- grant any special consideration, treatment or advantage to any citizen, individual or group beyond any available to every other citizen, individual or group;
- disclose, without proper authorization, confidential information that could adversely affect the property, management or affairs of the EAA;
- directly or indirectly use any confidential information for their own personal gain or benefit, or for the private interest of others;
- engage in any outside activities that will conflict with, or will be incompatible with, the duties assigned to them in the course of their employment with the EAA; or that would reflect discredit upon the EAA; or in which their employment with the EAA would give them an advantage over others engaged in competition with the employee's personal business or vocational pursuits. This policy will not prohibit employees from performing any services for another organization if the General Manager determines there is no conflict with EAA duties and responsibilities;
- represent, directly or indirectly, or appear on behalf of private interests before the EAA Board of Directors; nor will they represent any private interest in any action or proceeding involving the EAA; nor will they accept a retainer or compensation that is contingent upon a specific action taken by the EAA;
- use EAA funds, supplies, equipment, vehicles or facilities for any purpose other than conducting official business; or
- have a financial interest, direct or indirect, in any contract with the EAA, or in the sale to the EAA of any land, materials, supplies or services, except on behalf of the EAA as an employee.

The previous list of prohibited activities is not all-inclusive. Violation of the public trust is prohibited and may result in dismissal.

Employees are permitted, as private citizens, to support political candidates for public office. An employee may not, however, participate actively in any candidate's campaign for membership in the EAA board of directors. Employees may not hold or run for a political office, the responsibilities of which may affect, directly or indirectly, the EAA. Likewise, employees are not permitted to use their working time or EAA resources to participate in a political campaign or any other political activity. The term "participate" includes, without limitation, making political speeches, telephone solicitation, distributing political literature, or writing or handling letters related to a political campaign or activity. Political posters may not be displayed on EAA property.

Employees are not required to contribute to any political fund or render any political service to any person or party whatsoever.

Employees are prohibited from soliciting or accepting any gifts, gratuities, favors, loans or other objects of monetary worth that might reasonably tend to influence the employee in the discharge of official duties or that the employee knows or should know is being offered with the intent to influence the employee's official conduct.