



REQUEST FOR PROPOSAL

RFP-071921
Learning Management System

July 20, 2021

PROPOSAL SUBMISSION:

REFER INQUIRIES TO:

Procurement Department
Southwest Key Programs
6002 Jain Lane
Austin, Texas 78721
financeprocurementsolicitations@swkey.org

Gary Wilder
Procurement Specialist
financeprocurementsolicitations@swkey.org

PROPOSALS ARE DUE: August 9, 2021 at 2:00pm CST

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1 INTRODUCTION AND OVERVIEW

1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

Southwest Key Programs (SWK) is seeking vendors of Learning Management Systems (LMS) to propose a comprehensive system that will automate the administration, testing, tracking and reporting of learner progress through online courses. The system will also be used to house courses developed by Southwest Key Learning and Development professionals, as well as third-party content for all learners.

1.2 BACKGROUND INFORMATION

SWK is a national nonprofit organization that exists to create opportunities and improve the quality of life for thousands of youth and families each day by providing safe shelter, alternatives to incarceration, career development and quality education. This is done through four areas of programming: Immigrant Children's Shelters, Youth and Family Services and Workforce Solutions.

It is the goal of SWK to provide an attractive and customized training platform for its 7000 plus employees. This LMS shall be used to engage employee training and improve performance.

1.3 CONTRACT TERM/OPTION TO EXTEND

The term of any contract resulting from this RFP shall be for one (1) year from the date of execution. At its own discretion, SWK may extend any contract awarded pursuant to this RFP for up to two (2) additional fiscal year under the same or different terms subject to the appropriation of funds by SWK funders or the Office of Refugee and Resettlement (ORR) for this project.

1.4 BUDGET

It is anticipated that one contract(s) will be awarded as a result of this RFP. Costs Proposals must include a detailed budget in accordance with the requirements of this RFP and convey detailed pricing for years 1,2 and 3.

1.5 PROJECT REQUIREMENTS AND DELIVERABLES

1.5.1 Project Goals

It is the goal of SWK to provide an user friendly customized training platform for its 7000 plus employees. This LMS shall be used to engage employee training and improve performance.

1.5.2 Scope of Work

The proposed LMS must support the following requirements. In the response, please re-produce the chart below and indicate Yes/No next to each requirement in the following chart. All proposals must also include a detailed description as to how its company's system meets each numbered requirement.

Requirement #	Functional Requirements	Compliance Yes/No
1	Content authoring tool	
2	Online Course Builder	
3	Assessments and quizzes / Surveys and feedback	
4	Robust reporting and analytics	
5	Able to create learning paths / competencies and skills development	
6	Custom branding	
7	Off-the-shelf bilingual content library (English and Spanish)	
8	Quick deployment and simple integration	
9	Automated commands regarding enrollment and user status	
10	Universal accessibility / mobile support	
11	LMS support services	
	Security Requirements:	
12	Single sign on (SSO)	
	Business Requirements:	
13	Must support 7000+ Users	
14	Must support different roles and permission for users	
15	Must support different team hierarchy and structures	
	IT Requirements:	
16	API Integration - workflow to/from other applications	
17	SaaS	

If the proposed system offers any courses that provide professional continuing educational credit for the various disciplines this should be noted as well.

2 GENERAL INSTRUCTIONS AND STANDARD PROPOSAL REQUIREMENTS

2.1 PROPOSAL SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION – PROPOSALS MUST BE RECEIVED ON OR BEFORE:

August 9, 2021 at 2:00PM CST

Proposals must be submitted via email by the proposer’s point-of-contact and reference the RFP number. **REQUESTS RECEIVED AFTER THE DUE DATE WILL BE DISQUALIFIED.**

2.2 PERIOD OF NON-COMMUNICATION

From the time this solicitation is published, through to the time of the formal acceptance of bid, evaluation period, and the resulting executed contract is considered a “Period of non-communication”. During this time all correspondence and/or communications regarding this solicitation are restricted to the Procurement Department staff. Contact with any other SouthWest Keys employees during this period may result in disqualification from award. Please address all questions and communications to the Procurement Team at Financeprocurement@swkey.org.

2.3 EXPECTED SEQUENCE OF EVENTS/CRITICAL DATES

DATE	EVENT
July 20, 2021	Publication of Request for Proposal on http://www.txsmartbuy.com/ and rfpd.com
July 26, 2021	Optional Notice of Intent to submit a proposal is due to SWK Procurement Department (via email to financeprocurementsolicitations@swkey.org) by 2:00pm CST.
July 27, 2021 by 2:00pm CT	Last Day to submit written questions about the RFP to SWK Procurement Department (via email to financeprocurementsolicitations@swkey.org), no later than 5:00pm CT.
July 30, 2021	Responses to all written questions will be published in an Addendum on http://www.txsmartbuy.com/
August 9, 2021 by 2:00pm CT	Proposal is due in the SWK Procurement Department (via email to financeprocurementsolicitations@swkey.org) before 2:00pm CST.
August 10, 2021 to August 23, 2021	Evaluation process, oral presentations, and/or negotiations.
September 8, 2021	Approximate beginning date of contract and commencement of work.

2.4 QUESTIONS RECEIVED PRIOR TO OPENING OF PROPOSALS

Any person wishing to obtain clarifying information about this Request for Proposal may contact:

Gary Wilder
 Procurement Specialist
financeprocurementsolicitations@swkey.org
(Written documentation of all contractor interaction is required.)

2.4.1 Requests for Additional Information

In order to ensure that no prospective proposer may obtain a competitive advantage because of acquisition of information unknown to other prospective proposers, any additional information provided by SWK in



response to written inquiries, that is different from or in addition to, information provided in the RFP will posted as an addendum to the Request for Proposal. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

2.5 NOTICE OF INTENT TO SUBMIT

Proposers intending to submit a proposal are encouraged (but not required) to provide a written letter of intent. See Attachment A.

2.6 STANDARD PROPOSAL REQUIREMENTS

- A. Proposals that address only part of the requirements contained in this RFP may be considered non-responsive.
- B. Southwest Key Programs reserves the right to:
 - a. reject any and all proposals.
 - b. negotiate portions thereof including the submitted cost proposals/budget.
 - c. select the proposal based on the best value to the company. The Proposer shall furnish additional information that the evaluation team may require in order to complete the evaluation of the proposals submitted. Failure to provide the requested material or information may disqualify the proposal.
 - d. cancel or re-issue the RFP at any time.
 - e. request and record and/or videotape all Webinars, Web demos, conference calls, demos or other communications relative to this RFP.
- C. The Proposer must work with SWK staff to clarify the design of the materials, project design, project activities, and/or other products, and modify these items if necessary.
- D. Proposals must be valid for 180 days after the proposal date.
- E. Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

2.7 NON-DISCLOSURE AGREEMENTS

Proposer must sign non-disclosure agreements upon award and execution of a contract. All information and data furnished to the Proposer by SWK, and all other documents to which the Proposer's employees have access during the term of the contract, shall be treated as confidential to SWK. Any oral or written disclosure to unauthorized individuals is prohibited and can be grounds for proposal dismissal and termination of any contract awarded.

2.8 NOT RESPONSIBLE FOR PREPARATION COSTS

Southwest Key Programs is not responsible for any costs incurred in the preparation and submittal of a proposal.

2.9 DISCLOSURE OF PROPOSAL CONTENT

Respondents may protect trade secret and confidential information from public release. If the respondent asserts that information provided in the proposal is trade secrets or other confidential information, it must be clearly marked. Such information must be in boldface type and include the words "confidential" or "trade secret" at top of the page.

2.10 CONFLICT OF INTERESTS

A proposer will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, proposer's response to this RFP must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to the submission of a proposal from proposer and its proposed subcontractors, possible selection as successful proposer, or its performance of the contract.

For purposes of this RFP, "personal relationship" is defined as a current or past connection other than a clearly contractual, business, financial, or similar relationship and includes family relationships or other connections outside simply providing a response to this RFP. These connections must be disclosed if a reasonable person could expect the connection to diminish proposer's independence of judgment or effectiveness in the performance of proposer's responsibilities to Southwest Key Programs under the contract. Connections also fall within this definition if a reasonable person could expect the connection, within the overall context of proposer's submission of a proposal, possible selection as successful proposer, or its performance of the contract, to create an issue for the company's consideration relative to a potential appearance of impropriety or conflict of interest.

By submitting a response, proposer agrees that it is under a continuing duty to supplement its response under this provision and that the duty to disclosure of any conflicts of interest is an ongoing obligation throughout the term of the contract. If the circumstances certified by the proposer change or additional information is obtained after submission of proposals, proposer shall submit updated information as soon as reasonably possible upon learning of any change to their affirmation. Report conflicts of interest to:

Efren Garcia
SWK General Counsel
Legal @swkey.org
512-462-2181

3 PROPOSAL FORMAT AND CONTENT

3.1 PROPOSAL FORMAT AND CONTENT

Proposals must be submitted in an electronic format (i.e., Word, PDF) and include the sections referenced in this section 3. A transmittal letter must accompany the proposal and include the following details:

- a) Proposer's commitment to perform the implementation of the work within the project schedule.
- b) Brief executive summary of the proposal contents
- c) Statement that the signatory of the transmittal letter has the authority to bind the proposer. Include name, title, and contact information.

3.1.1 Proposal Cover Page

Proposals should include a cover page, which clearly states the name of the firm or organization, local business address, and the name, position, and telephone number of the Proposer's Project Administrator who may be contacted regarding the proposal. See Attachment B.

3.1.2 Table of Contents

Present a clear and comprehensive identification of the contents of your proposal by section and by page number.

3.1.3 Response Checklist

This checklist is to assist proposers in ensuring that all information is included in their response. Proposers must refer to the appropriate section of the RFP for detailed information on the following:

Notice of Intent to Submit a Proposal	Attachment A
Transmittal Letter	Section 3.1
RFP Cover Page	Section 3.1.1 / Attachment B
Table of Contents	Section 3.1.2
Understanding of the Project and Methodology	Section 3.2
Management Plan	Section 3.3
Task Activity Plan	Section 3.4
Cost Proposal	Section 3.5
Proposer’s Profile and Financial Responsibility	Section 3.6 / Attachment C & D

3.2 UNDERSTANDING OF THE PROJECT AND METHODOLOGY

Proposer must demonstrate their understanding of the project by:

- Providing examples of previous projects integrating LMS with customers similar in size to SWK Learning.
- Providing high-level approach to project
- Providing details of its expertise in LMS

3.3 MANAGEMENT PLAN FOR THE PROJECT

Proposer must present management plan for project that includes:

- Define resources that will be assigned to project.
- Define resource availability and how proposer will interact with SWK Stakeholders.
- Define resources needed and expectations from SWK.

3.4 TASK ACTIVITY PLAN

Proposer must plan for project implementation to be completed by February 1, 2022. If selected as the contractor. The proposer must submit a task/activity plan specifying, to the degree possible, the tasks and activities which are to be undertaken. Timelines showing beginning and ending dates for each major task are to be included, as well as the name(s) of person(s) responsible for each task. Activities must be sufficiently designed and outlined in the task/activity plan to provide evidence of satisfactory delivery of services and products. Time frames must be logical and appropriate to complete all activities within the beginning and ending dates of the contract. Failure to meet this condition shall result in disqualification of the proposal and the proposal shall receive no further consideration.

3.5 COST PROPOSAL

The Proposer must submit a budget detailing costs necessary to accomplish the project objectives and activities outlined in a task/activity plan.

- All price proposals must be clearly indicated, including options and increases to service during the term of the contract. Pricing options must contain:



- Annual costs – Itemized. Include different hosting options.
- One-time costs (e.g. implementation, training). Include LMS integration.
- Any other fees associated with your solution.
- All costs must be inclusive of administrative support, supplies, office supplies, pagers, cell phones, parking fees, meals, lodging, rents, mileage, travel expenses, insurance, overhead, profit, and costs for all other items consumed/utilized/required by successful respondent's staff. Total costs proposed will be used in the evaluation of the respondent's response. Items or costs not identified in the successful proposer's pricing Offer will be the sole responsibility of the awarded vendor.

3.6 PROPOSER'S PROFILE AND FINANCIAL RESPONSIBILITY

Proposer must submit a company profile detailing the following (See Attachment C):

- a) Basic organizational information, such as: the size of the organization, how long the organization has been in business, whether the organization is a public or private entity, etc.
- b) Location of the organization's offices.
- c) The range of services provided.
- d) List of similar customers.

Proposer must submit a summary of its qualifications. The summary should include details about the proposer's expertise in the area of Learning Management Systems

Proposer must submit at least three (3) references where the proposer provided similar services (Attachment D).

Proposer may be required to submit indicators of financial stability prior to award. Examples of requested documentation include:

- Most recent audited financial statements or certified public accountant compiled financial report.
- Articles of organization and/or documents of incorporation.

Encouraged Participants: It is the policy of Southwest Key Programs (SWK) that the following business enterprises have the maximum opportunity to participate in the purchasing and contracting process: (1) Small Businesses, (2) Women-Owned Businesses, (3) Minority-Owned Businesses, and (4) Veteran-Owned Businesses. Accordingly, SWK encourages all the aforementioned business enterprises to compete for, win, and receive contracts for goods, services, and construction. Also, SWK encourages all companies to sub-contract portions of any SWK contract to the aforementioned business enterprises.

4 REVIEW OF PROPOSALS

4.1 REVIEW OF PROPOSALS

Review of proposals will begin as soon as practical after receipt. The evaluation team shall consist of SWK staff knowledgeable in the content area. The recommendations of the evaluation team will be assembled and presented to senior executive staff who will:

1. Approve the proposal in whole or in part;
2. Disapprove the proposal; or
3. Defer action on the proposal for such reasons as a requirement for further evaluation.

SWK may not disclose any information until a contract is executed by both parties. Additional copies of proposals not selected for funding will be destroyed in accordance with an approved Records Retention Policy.

4.2 SELECTION CRITERIA

Proposals will be selected based on the ability of each proposer to carry out all the requirements contained in this RFP. A proposer who is in default or otherwise not in good standing under any other current or prior contract with SWK at the time of selection will not be eligible for award of this contract. SWK will base its selection on, among other considerations, demonstrated competence, qualifications of the proposer, past contractor performance, and the proposed budget/cost. The following are the criteria and the total number of points for each portion of the RFP that will be applied in selecting a contractor.

SELECTION CRITERIA FOR SERVICES	POSSIBLE POINTS
A. Quality of Technical Component: 1. Adequacy and appropriateness of project design and how well qualifications are met. 2. Clear description of details for carrying out project.	20
B. Quality of Task/Activity Plan: 1. Activities are of sufficient scope and detail to provide evidence of satisfactory delivery of services and products. 2. Logical and appropriate time frames for completing project objectives.	20
C. Quality of Management Component: 1. Experience of organization in managing projects of similar scope to that described in this RFP. 2. Personnel qualifications, including appropriate combination of programmatic, research/evaluation, and technical skill sets and experience	30
D. Cost Effectiveness and Appropriateness of Financial Resources Dedicated to Project: 1. Costs are appropriately aligned with major program objectives. 2. Costs associated with specific activities and tasks are reasonable for the work proposed.	30
Total	100

4.3 DISCRIMINATION

No person shall, on the grounds of race, color, national origin, sex, age, disability, religion, citizenship status, genetic information, sexual orientation, gender identity, or any other protected class, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any SWK program or activity.

4.4 ENCOURAGED PARTICIPANTS

It is the policy of Southwest Key Programs (SWK) that the following business enterprises have the maximum opportunity to participate in the purchasing and contracting process: (1) Small Businesses, (2) Women-Owned Businesses, (3) Minority-Owned Businesses, and (4) Veteran-Owned Businesses. Accordingly, SWK encourages all the aforementioned business enterprises to compete for,



win, and receive contracts for goods, services, and construction. Also, SWK encourages all companies to sub-contract portions of any SWK contract to the aforementioned business enterprises.

4.5 BEST AND FINAL OFFER

When deemed appropriate, after the submission of proposals but before the final selection of the successful proposal, SWK may permit a bidder to revise its proposal to obtain a best and final offer (BAFO). SWK will provide each bidder within the competitive range with an equal opportunity for discussion and revision of their proposal, and a bidder may elect not to amend their original proposal. SWK is not bound to accept the best-priced proposal if that proposal is not the most advantageous to SWK as determined by the evaluation team.

5 CONTRACTUAL REQUIREMENTS

5.1 CONTRACT CLAUSES

For this proposal, respondents will be required to comply with Southwest Key Programs' policies and all applicable federal, state and local laws, regulations and rules. Such regulations include, but not limited to the following;

1. (1) All services must be rendered under the Federal Information Security Modernization Act of 2014 (FISMA).
2. (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
3. (3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
4. (4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)
5. (5) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)
6. (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note)

5.2 CONTRACTOR'S PROPOSAL

The selected proposal(s) will be incorporated into the contract prepared by SWK for signature by the contracting parties.

5.3 PROJECT REVIEW REQUIREMENT

SWK reserves the right to review any materials, and/or products developed or adapted by the Contractor. Upon completion of the contract period, all documents will be returned to SWK or destroyed accordingly. All documents created at any time during the contract period belong to SWK. A designated SWK staff (i.e., project manager) will establish procedures for communicating phase out and transition of the deliverable(s).

5.4 PAYMENT

Payments are made in accordance with SWK policy and procedure. Payment is only by reimbursement upon satisfactory performance of services. Payment is contingent upon submission of properly prepared and certified invoices. The information provided on each detailed status report must coincide with the tasks outlined in the approved budget, as negotiated by SWK.

6 APPENDIX

ATTACHMENT A – NOTICE OF INTENT TO SUBMIT A PROPOSAL

ATTACHMENT B – COVER PAGE SUGGESTED FORMAT FOR PROPOSAL

ATTACHMENT C – PROPOSER COMPANY PROFILE FORM

ATTACHMENT D – PROPOSER REFERENCES FORM

ATTACHMENT E – GENERAL TERMS AND CONDITIONS

NOTICE OF INTENT TO SUBMIT A PROPOSAL

RFP # _____

Project Title: _____

The undersigned organization hereby files a notice of intent to submit a proposal:

Name of Organization:	
Mailing Address:	
Contact Person:	
E-Mail:	
Phone Number:	
FAX:	

- Filing of this notice is not mandatory; however, it will assist Southwest Key Programs in anticipating the volume of proposals in order to better expedite the review process and finalize contract awards.
- Filing this notice in no way binds the organization to submit a proposal for this RFP.
- Proposers who do not file this notice are still eligible to submit a proposal.

PLEASE SUBMIT THIS NOTICE BY E-MAIL AS SOON AS POSSIBLE AFTER RECEIPT OF THE RFP, BUT NOT LATER THAN, _____ TO:

Southwest Key Programs
Procurement Department
OperationsProcurement@swkey.org

(FORMAT FOR COVER PAGE)

PROJECT PROPOSAL
Submitted to
Southwest Key Programs
Procurement Department

RFP #: _____

TITLE OF PROPOSED PROJECT:	Provide name of project as indicated on the RFP.
PROPOSER ORGANIZATION:	Name and address of organization submitting proposal (include zip code)
PROPOSER ORGANIZATION IDENTIFICATION NUMBER:	Show Proposer organization Federal Employer's Identification Number
PROPOSAL DEVELOPED BY:	Name, position, email, and telephone number of the person responsible for development of proposal
PROJECT ADMINISTRATOR:	Name, position, email, and telephone number of the person to oversee the proposed project
PROPOSAL TRANSMITTED BY:	Name, position, email, and telephone number of official committing the Proposer organization to the proposed project
CONTRACTING OFFICER:	Name, position, email, and telephone number of official with authority to negotiate contracts for Proposer organization
DURATION OF PROJECT:	Beginning and ending dates of proposed project
TOTAL BUDGET FOR PROPOSED PROJECT:	Total of projected expenditures listed in budget section
CONTAINS PROPRIETARY INFORMATION:	Indicate yes/no if proposal being submitted contains proprietary information
DATE SUBMITTED:	Date proposal is submitted to SWK



Company Profile Form

Company/Entity Name: _____

Address: _____

Telephone: _____

Email: _____

Website: _____

Taxpayer Identification #: _____

Contact Name: _____

Title: _____

Telephone: _____

Email: _____

Accounts Payable (AP) Contact Name: _____

AP Contact Title: _____

AP Contact Telephone: _____

AP Contact Email: _____

Address the following in a separate Microsoft Word document titled: Company Profile Information:

- Detail the basic organizational information, such as, size of organization, how long in business, public or private entity, etc.
- List the location of office (s)
- Describe the range of services provided
- Provide a list of similar customers within the last five years

Please submit the following documents with the response or bid:

- A W-9, Request for Taxpayer Identification Number and Certification
- A Current Certificate of Insurance (COI)

(FORMAT FOR REFERENCE FORM)

REFERENCE FORM

Company or Entity Name: _____

Address: _____

Contact Name: _____

Telephone / Email: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or
Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

Business Reference

Company or Entity: _____

Contact Name: _____

Contact Telephone or
Email: _____

Brief Description of Work: _____

Amount of Contract: _____

Contract Start / End Date: _____

The following terms and conditions shall govern this agreement, regardless of any contradictory provisions.

1. Services provided by Contractor; Compensation; Billing. Contractor hereby agrees to provide the services as stated in the Specific Terms and Conditions. In consideration for said services, Southwest Key hereby agrees to pay Contractor the rate outlined in the Specific Terms and Conditions of this agreement. Contractor shall complete and sign an invoice, mutually acceptable to both parties, which shall be delivered, within ten (10) days of completion of the work, to the address listed in the Specific Terms and Conditions.

2. Term and Termination. This agreement is effective as stated in the Specific Terms and Conditions. Additionally, this Agreement may be terminated immediately upon written notice by Southwest Key, with or without cause. Notice is considered given when properly addressed and hand delivered or mailed to the non-terminating party by mail or email with delivery confirmation. In the event this agreement is terminated before the term expires, Contractor shall submit a final invoice within thirty (30) days after the termination date, for work completed through the date of the termination. In such instances, Contractor shall be paid a reasonable amount, as determined by Southwest Key, for work completed through the date of the termination. Any notice of termination won't change or affect Contractor's requirement to meet agreed upon timelines or deadlines for deliverables due or scheduled to be delivered before the date of contract termination. If Southwest Key has provided Contractor with equipment or supplies, such equipment or supplies must be returned to Southwest Key within ten (10) days of termination; if equipment or supplies are not returned within this time, Southwest Key has the option to deduct the value of such equipment from a final invoice or to invoice Contractor for the value of such equipment at Southwest Key's discretion. All confidential information and data related to Southwest Key and/or Southwest Key clients must be returned or destroyed upon termination if requested by Southwest Key, though Contractor may maintain copies of client files if required by law or regulation.

3. Independent Contractor; Confidentiality; No Conflict of Interest. The parties hereby agree that Contractor shall act as an independent contractor and not as an employee of Southwest Key. Contractor shall have no claim against Southwest Key for vacation pay, sick leave, retirement benefits, Social Security benefits, workers compensation, disability benefits, unemployment benefits or any other benefits inuring to an employee of Southwest Key. Southwest Key shall have no control over the manner or methods by which Contractor performs the services agreed to herein. Contractor shall be wholly responsible for the payment of any taxes owed for the funds Contractor receives pursuant to this Agreement. Contractor recognizes and acknowledges that in the course of performing services required by this Agreement, Contractor will have access to, become acquainted with, and obtain information and knowledge relating to the business, condition, methods of operation and other aspects of Southwest Key, its affiliates and their customers, employees and suppliers, some of which information and knowledge is confidential and proprietary, and that Contractor could substantially detract from the value and business prospects of Southwest Key in the event, during the term of this Agreement or at any time thereafter, Contractor were to disclose to any person not related to Southwest Key or use such information and knowledge for the advantage of Contractor or other person. Accordingly, Contractor hereby agrees that Contractor will not disclose such information to any person, other than directors, officers, employees, accountants, lawyers, consultants, advisors, agents and representatives of, or other persons related to, Southwest Key, that such disclosure shall be made only on a "need to know" basis, and that this provision will survive termination of the contract. To the best of Contractor's knowledge, Contractor has not, within the past two (2) years, worked or volunteered on behalf of Southwest Key, any company related to Southwest Key, or any funder, competitor or vendor of Southwest Key. To the best of Contractor's knowledge, Contractor is not related to anyone who works for any company related to Southwest Key, serves on the board of directors of any company related to Southwest Key or volunteers for any company related to Southwest Key.

4. Entire Agreement; Waiver; Partial Invalidity; Ambiguities; Notices. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. Southwest Key has the right to add to, modify or delete any provision of these General Terms and Conditions. Southwest Key shall notify Contractor of any material adverse change to these General Terms and Conditions by posting such modified General Terms and Conditions on its website. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the Agreement. Any Notice required to be given pursuant to this Agreement shall be in writing and shall be sent by mail or email with delivery confirmation to the General Counsel of Southwest Key or to Contractor at the party and address identified in the Specific Terms and Conditions.

5. Governing Law; Laws; Indemnity; Limitation of Liability. This Agreement shall be governed by and in accordance with the laws of the State of Texas, and venue for any action or proceeding to enforce or interpret any provision of this Agreement shall be in Travis County, Texas. Contractor shall abide by all laws, statutes, regulations and ordinances in completing the terms of this Agreement. Subject to the payment provisions and limitations in Paragraph 2 and to the fullest extent allowed by law, Contractor agrees to waive any and all claims against Southwest Key, which might otherwise arise from work performed pursuant to this Agreement or that might otherwise arise from the Agreement. To the extent allowable by law, Contractor shall defend, indemnify and hold harmless Southwest Key, Southwest Key affiliates and their respective customers, officers, directors, employees and agents (the "Southwest Key Programs Indemnitees") from and against any claims, suits, actions, losses, damages, expenses or liabilities (including reasonable legal fees) brought against any Southwest Key Programs Indemnitees that may result by reason of (i) any death, bodily injury or property damaged based on Southwest Key's authorized use of any product supplied pursuant to this agreement; (ii) any negligence or intentional misconduct of Contractor, or its employees or permitted subcontractors, under the Agreement; or (iii) the inaccuracy of any warranty or representation made by the Contractor. Contractor shall indemnify, defend and hold harmless Southwest Key Programs Indemnitees from and against any demand, suit, cause of action, liability, loss or expense (including reasonable legal fees) incurred by Southwest Key or the Southwest Key Programs Indemnitees related to any claim, action or cause of action for infringement or violation of any patent, trademark, service mark, trade secret, know-how or other Intellectual Property right, proprietary right or other property right by any person, entity or enterprise as a result of any act, omission, neglect or misconduct by Contractor or Southwest Key's authorized use of any service or product supplied pursuant to Agreement, regardless of the fact that services or products may have been accepted by Southwest Key and Contractor may have received payment. If an injunction is issued affecting the

services and/or products or Southwest Key's use of the services and/or products if Contractor determines that an injunction affecting the services and/or products or Southwest Key's use thereto is likely to issue, Contractor will promptly, at its expense, either (i) obtain the right to Southwest Key to use the services and/or products, (ii) replace or modify them with non-infringing services and/or products of equivalent functionality, or (iii) refund the amounts paid for the services and/or products and reimburse Southwest Key for all reasonable expenses for removal and replacement of the services and/or products. Contractor further agrees that Southwest Key's liability to Contractor or to any third party, for any damage or dispute arising from the performance of this Agreement shall not exceed the greater of the amount deemed reasonable solely by Southwest Key pursuant to Paragraph 2 or One Thousand Dollars (\$1,000.00). In no instance shall Southwest Key be liable to Contractor or any third party for any damage or dispute arising from the performance of this Agreement for an amount greater than what is expressly provided in this paragraph, and Contractor agrees to indemnify, waive, release, and hold Southwest Key harmless accordingly.

6. Insurance. Contractor agrees to purchase and maintain, at its own expense insurance to protect Contractor from workers' compensation claims or other employee benefit claims, employee liability claims, or claims for damages because of bodily injury, including death, and from claims for damages to property, which may arise out of or result from Contractor's operations under the Contract, whether such operations be by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. Contractor shall list Southwest Key as an additional insured for all required insurance, other than Worker's Compensation Insurance if not permitted by law, and shall provide Southwest Key with Contractor's Certificate of Insurance prior to beginning services. The immediately foregoing requirement applies to completed and ongoing work, and Contractor's failure to provide proof of additional insured status upon request shall be grounds for immediate termination of this Agreement. If Contractor is an entity other than a natural person providing services to or on behalf of Southwest Key, this insurance shall be written for no less than the following amounts: (1) commercial automobile insurance - \$1,000,000; (2) commercial general liability (including applicable following form umbrella insurance) - \$1,000,000; and (3) workers compensation insurance at Statutory limits and employer's liability insurance of \$1,000,000. If Contractor is a natural person providing services to or on behalf of Southwest Key that involve driving, Contractor's automobile insurance shall be written for no less than \$250,000, unless Contractor is transporting minors, in which case Contractor's automobile insurance shall be written for no less than \$1,000,000. Regardless of whether Contractor is a natural person or other entity, Contractor agrees to maintain professional liability insurance written for no less than \$1,000,000 if Contractor is providing services as any of the following: attorney, clinician, health care provider, instructor or other professional service as identified by Southwest Key. Regardless of whether Contractor is a natural person or other entity, if Contractor fails to maintain workers compensation insurance, Contractor agrees to a workers compensation waiver of liability to the full extent allowed by law and shall sign any documents requested to formally document such waiver during and up to five years after the valid term of this Agreement. Contractor agrees to maintain all of the foregoing insurance requirements for at least three years following the completion of services or operations covered by this Agreement. Further, Contractor hereby waives all rights to subrogation in favor of Southwest Key and all relevant insurance policies shall be endorsed to reflect such waiver.

7. Nonassignability; Standard of Care; Licensure; Certification; Code of Ethics; Background Inquiry; Drug and Alcohol-Free Workplace; No Driving; Southwest Key Policies and Procedures. Contractor shall not assign any of Contractor's rights or responsibilities of this Agreement without the prior written consent of Southwest Key. Contractor agrees that Contractor's services will be performed with that level of care and skill ordinarily exercised by members of Contractor's profession currently operating under similar conditions and circumstances, that Contractor is licensed or certified, if required, and that Contractor knows and will follow any applicable code of ethics of Contractor's profession. Contractor and Contractor's workers shall cooperate with Southwest Key and provide Southwest Key with all information and/or documentation including driver's license information, social security number and completed background inquiry documents to allow for Southwest Key to attain a criminal background check or run a national database screening regarding Contractor and/or Contractor's workers, if Southwest Key requests such information to protect its interests. Any contractor providing services directly to Southwest Key clients must have a completed background check before providing services and will either provide documentation of a background check for all employees visiting Southwest Key facilities and/or the necessary information for Southwest Key to complete a background check. Because Southwest Key has a vital interest in maintaining a safe, healthy, and efficient work environment for all employees and Contractors, the parties agree and recognize that no one on any sexual offender registry may enter Southwest Key facilities and that Southwest Key's work environment should be free from the use of illegal drugs, alcohol, and the unauthorized use of prescription drugs. Unless otherwise specifically agreed to in writing, Contractor is not authorized to drive on behalf of Southwest Key. Contractor agrees to comply with all applicable Southwest Key policies and procedures. Any employee or subcontractor of Contractor found ineligible to enter a Southwest Key facility must immediately vacate the premises and must not return to a Southwest Key facility.

8. Force Majeure; Excusable Delays; Work Stoppages If the delivery of any Product and/or Service is delayed by unforeseeable circumstances beyond the reasonable control and without the fault or negligence of Contractor or of its suppliers or subcontractors including, but not limited to, acts of God, war, acts of terrorism, explosions, energy blackouts, riots, fires, floods, pandemic, widespread epidemic, public health emergency, quarantine restrictions, freight embargos, strikes or unusually severe weather (any such delay being hereinafter referred to as "Excusable Delay") the delivery of such Product/Service may be extended for a period to be determined by Southwest Key after an assessment by Southwest Key of alternate work method(s) and whether or not an event is an Excusable Delay. If an Excusable Delay prevents Southwest Key from accepting goods or services, making its facilities and/or personnel available, or otherwise necessitates the stoppage of Contractor's work under this Agreement, new timelines and dates for the work will be determined by Southwest Key with input from Contractor, and Southwest Key will not be in breach of this Agreement due to such delays or work stoppage.

9. Jury Trial and Class and Collective Action Waiver; No Arbitration; Late Fees; Waiver of Claims. Contractor waives Contractor's right to request or demand a jury trial. Any claim that Contractor has against Southwest Key will be conducted solely on an individual basis and not as a class action or otherwise pursuant to class, collective action, or comparable procedures. A claim includes any dispute, controversy, lawsuit, or cause of action Contractor may have against Southwest Key related to Contractor's contract for services. The parties do not agree to arbitration. Late fees shall only accumulate after 10-days' written notice to Southwest Key. Southwest Key does not waive its rights to make any legitimate claims against Contractor to the extent and for the time period allowable by law.