REQUEST FOR PROPOSAL

By

The University of Texas at Arlington

for

Selection of a Vendor to Provide Concession Services for our Athletics Department

RFP No. 2017-001

Issued: October 11, 2016
Submittal Deadline: November 11, 2016 @ 3 p.m. CST
REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of the University

The University of Texas at Arlington ("University") is a comprehensive public university located in the dynamic and growing Dallas-Fort Worth Metroplex. University has a population of approximately 38,600 students, faculty, and staff. University is the second largest institution in the UT System and the sixth largest in Texas. University offers 80 baccalaureates, 74 master and 31 doctoral degrees to approximately 35,000 students who come from 120 countries. University has approximately 3,600 full-time and part-time employees.

University offers a first rate education in more than 180 disciplines, has endowments of over $61 million and has approximately 169,000 alumni with 107,000 of those living in the Dallas-Fort Worth Metroplex. Research activity has more than tripled to $66 million over the past 10 years, with increasing expertise in bioengineering, medical diagnostics, micro-manufacturing, and defense and Homeland Security technologies, among other areas.

The University's main campus in Arlington includes approximately 420 acres bisected by Trading Horse Creek and more than 100 buildings (the "Campus"). UT Arlington is home to the city's first mixed-use, residential and retail development – College Park District. The 7,000-seat College Park Center is the district's centerpiece and the new home court for UT Arlington basketball and volleyball, concerts, commencement exercises and other major events. The two (2) other campuses operated by University are located in Fort Worth, Texas, at Riverbend Park and the University of Texas at Arlington Fort Worth Center.

1.2 Background and Special Circumstances

The University of Texas at Arlington has several large, public assembly venues that draw hundreds of thousands of visitors each year. The venues listed below are those included in this RFP scope. APPENDIX NINE has a breakdown of concession events by venue during calendar year 2016.

Clay Gould Ballpark: accommodates up to 1,600 guests for a home baseball contest and is the home of UT Arlington Mavericks. Venue renovations/upgrades that include new clubhouse, concessions area, dugouts, outfield fence were completed in the spring of 2015 at a cost of 2.2 million dollars. UT Arlington is a proud member of the Sun Belt Conference which is ranked as one of the top eight conferences in the country according to NCAA RPI. The Mavericks play approximately thirty home dates a year. Past non-conference opponents have been Texas Christian University, Dallas Baptist, University of Oklahoma, Oklahoma State, University of Nebraska, University of Minnesota, University of Alabama, University of Arkansas, Texas Tech, and Michigan State. The stadium also hosts numerous high school contests during the spring as well hosting multiple camps during the summer. Clay Gould Ball Park has one multi-window concession stand located underneath the home plate seating area. There are also multiple areas for satellite concession stands.

Allan Saxe Field: accommodates up to 622 guests for home softball contest. Venue renovations/upgrades that include new clubhouse, reconstructed playing surface, seating, dugouts, bullpen, and outfield fence were completed in the spring of 2015 at a cost of 3.5 million dollars. UT Arlington is a proud member of the Sun Belt Conference with perennial powers University of Louisiana-Lafayette and South Alabama as members. The stadium hosts up to three pre-season tournaments each year. Teams such as University of Texas and University of Arizona have recently competed in the tournament. The stadium also hosts numerous high school contests during the spring as well hosting multiple camps during the summer. Alan Saxe Stadium has one multi-window concession stand.
located near the entrance of the stadium near the public restrooms. There are also multiple areas for satellite concession stands.

1.3 Objective of this Request for Proposal

The University is soliciting proposals in response to this Request for Proposal, RFP No. 2017-001 (this “RFP”), for selection of a qualified vendor to provide Operation and Management of Food Service Operations (Concessions) at Public Assembly Venues (the “Services”) which are more specifically described in Section 5 (Scope of Work) of this RFP. TEC Foods is the current provider at UT Arlington’s baseball and softball facilities.

NOTE: Catering is not specifically a part of this RFP. The UT Arlington campus has moved to a non-exclusive catering model meaning the vendor selected as the concessions vendor is not guaranteed any catering business as part of this Agreement, but may certainly attempt to earn catering business like any other vendor.

1.4 Term of the Agreement

The initial term of the resulting Agreement will be for five (5) years, and thereafter the University shall have the right, at its option, to renew the Agreement for (1) two year term.

1.5 Group Purchase Authority

Texas law authorizes institutions of higher education (Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System ("UT System"), which is comprised of nine academic and six health universities described at http://www.utsystem.edu/institutions. UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

1.6 Addenda and Additional RFP Documents

Any addenda or other subsequently released RFP documents will posted to the Electronic State Business Daily (ESBD) website. They will not be sent directly to potential proposers. It is the Proposer’s responsibility to periodically check the ESBD website for additional RFP documents. RFP documents can be acquired by accessing the Electronic State Business Daily website (http://esbd.cpa.state.tx.us/) and selecting University of Texas at Arlington from the agency list and searching for the RFP number.

1.7 Parking

Employees of companies who park their personal vehicle in UT Arlington parking facilities, or any property owned or controlled by UT Arlington, to perform their duties are required to purchase a faculty/staff or daily permit. For more information visit the University’s Parking and Transportation Services website at https://www.uta.edu/pats/parking/guest-parking.php.
SECTION 2
NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 3 p.m. Central Standard Time on Friday, November 4, 2016 (the “Submittal Deadline”).

2.2 University Contact Person

Proposers and other interested parties may direct all questions or concerns regarding this RFP to the following University contact (the “University Contact”):

Charles Brooks
Contract Specialist
Email: charles.brooks@uta.edu

University instructs all proposers and interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the University Contact. The University Contact must receive all questions or concerns no later than the close of business on Monday, October 24, 2016.

It is University’s intent to respond to all appropriate questions and concerns as soon as is practicable following the deadline for questions. However, the University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Proposer, if any, selected by University through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be these factors:

2.3.1 Threshold Criteria Not Scored:

2.3.1.1 Ability of Proposer to comply with laws regarding Historically Underutilized Businesses; and
2.3.1.2 Ability of Proposer to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria:

2.3.2.1 Cost of goods and services (10%)
2.3.2.2 Reputation of the Proposer and of the Proposer's goods or services (5%)
2.3.2.3 Quality of the Proposer's goods or services (20%)
2.3.2.4 Extent to which the goods or services meet the University's needs (25%)
2.3.2.5 Proposer's past relationship with the University (5%)
2.3.2.6 Total long-term cost/value to the University of acquiring the Proposer's goods or services (10%)
2.3.2.7 Any other relevant factors that a private business entity would consider in selecting a vendor. (25%)

2.4 Key Events Schedule

Date RFP Issued           Tuesday, October 11, 2016
Mandatory Pre-Proposal Conference Thursday, October 27, 2016 at 2:00 p.m. CST
(Ref. Section 2.6 of this RFP)
Deadline for Questions/Concerns Monday, October 24, 2016 at 3:00 p.m. CST
(Ref. Section 2.2 of this RFP)
RFP Submittal Deadline     Friday, November 11, 2016 at 3:00 p.m. CST
(Ref. Section 2.1 of this RFP)

2.5 Historically Underutilized Businesses

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (HUBs) in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 The University has reviewed this RFP in accordance with Title 34 TAC Section 20.13(a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan (HSP) is a required part of the proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses, attached as APPENDIX TWO and incorporated for all purposes.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including APPENDIX TWO. Proposers that fail to submit the HSP will be considered non-responsive to this RFP as required by Section 2161.252, Government Code.

Questions regarding the HSP may be directed to:

Laurie Thompson,
U.T. Arlington RFP #
2.5.4 Proposer must submit one (1) original of the HSP to University at the same time it submits its proposal to University (ref. Section 3.2 of this RFP.) The original of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 The RFP No. (Ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP), both located in the lower left hand corner of the top surface of the envelope,

2.5.4.2 The name and the return address of the Proposer, and

2.5.4.3 The phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements may be rejected by University and returned to Proposer unopened as non-responsive due to material failure to comply with advertised specifications.

University will open Proposer’s HSP Envelope prior to opening the proposal to confirm Proposer submitted the HSP. Proposer’s failure to submit the HSP will result in University’s rejection of the proposal as non-responsive due to material failure to comply with advertised specifications.

**Note**: The requirement that Proposer provide the HSP under this Section 2.5.4 is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal specified in Section 3.1 of this RFP.

2.5.5 University may offer Proposer an opportunity to seek informal review of its draft HSP by University’s HUB Office before the Submittal Deadline. If University extends this offer, details will be provided at the Pre-Proposal Conference (ref. Section 2.6 of this RFP) or by other means. Informal review is designed to help address questions Proposer may have about how to complete its HSP properly. Concurrence or comment on Proposer’s draft HSP by University will not constitute formal approval of the HSP, and will not eliminate the need for Proposer to submit its final HSP to University as instructed by Section 2.5.

2.6 Mandatory Pre-Proposal Conference

University will hold a mandatory pre-proposal conference at 2:00 p.m., Central Standard Time on Thursday, October 27, 2016, at the College Park Center, Athletic Suite 1102, 600 S. Center Street, Arlington, Texas 76019 (ref. APPENDIX THREE Campus Map). The pre-proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. In addition, site visits to each venue will be conducted. Proposing firms are responsible for their own transportation to, and parking at, each venue. Due to potential space limitations, please limit your group to no more than two (2) company representatives.

**ATTENDANCE AT THE MANDATORY PRE-PROSAL CONFERENCE IS REQUIRED IN ORDER FOR A PROPOSAL TO BE CONSIDERED.**
SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposer must submit a total of two (2) complete and identical copies of its entire proposal. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of at least one (1) copy of the submitted proposal. The copy of the Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal. One copy must be submitted in hard copy format. Copy two must be submitted on a flash drive.

**Note:** University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“FAX”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP (APPENDIX ONE, Section 1.9.6).

3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to:

**Physical Address**
Charles Brooks
Contract Specialist
The University of Texas at Arlington
219 W. Main St.
Arlington, TX 76010

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred eighty days (180) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

3.4.1 Proposer must comply with the requirements and specifications contained in this RFP, the Terms and Conditions (ref. Section 4 of this RFP), the Notice to Proposer (ref. Section 2 of this RFP), Proposal Requirements (ref. APPENDIX ONE) and the Specifications and Additional Questions (ref. Section 5 of this RFP). If there is a conflict among the provisions in this RFP, the provision requiring Proposer to supply the better quality or greater quantity of services will prevail, or if such conflict does not involve quality or quantity, then interpretation will be in the following order of precedence:

3.4.1.1. Specifications and Additional Questions (ref. Section 5 of this RFP);
3.4.1.2. Terms and Conditions (ref. Section 4 of this RFP);
3.4.1.3. Proposal Requirements (ref. APPENDIX ONE);
3.4.1.4. Notice to Proposers (ref. Section 2 of this RFP).
3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE);

3.5.2 Signed and Completed Pricing and Delivery Schedule (separate document);

3.5.3 Responses to Proposer's General Questionnaire (ref. Section 3 of APPENDIX ONE);

3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE);

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. Section 5 of this RFP);

3.5.6 Signed and completed original of the HUB Subcontracting Plan (ref. Section 2.5 of this RFP and APPENDIX TWO).
SECTION 4
GENERAL TERMS AND CONDITIONS

NOTE: If Proposer takes exception to any terms or conditions set forth in Section 4 of this RFP, Proposer must submit a list of the exceptions and/or proposed alternate language in their proposal. Any exceptions or alternate language will be reviewed the University and acceptance is at the sole discretion of the University.

4.1 General

The terms and conditions contained in this Section 4 or, in the sole discretion of University, terms and conditions substantially similar to these terms and conditions, will be included in any contract or agreement that results from this RFP (ref. Section 1.4 of APPENDIX ONE). If Proposer takes exception to any terms or conditions set forth in the Section 4, Proposer will submit a list of the exceptions as part of its proposal in accordance with Section 5.3.1 of the RFP. Proposer’s exceptions will be reviewed by University and may result in disqualification of Proposer’s proposal as non-responsive to this RFP. If Proposer’s exceptions do not result in disqualification of Proposer’s proposal, then University may consider Proposer’s exceptions when University evaluates the Proposer’s proposal.

As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor”.

4.2 Payment

University agrees to pay fees due under this Agreement in accordance with the Texas Prompt Payment Act (“Act”), Chapter 2251, Government Code. Pursuant to the Act, payment shall be deemed late on the 31st day after the later of: 1) the date the performance of the Services under this Agreement are completed, or 2) the date University receives an invoice for the Services. University will be responsible for interest on overdue payments equal to the sum of: 1) one percent, plus 2) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year (University’s fiscal year begins September 1) that does not fall on a Saturday or Sunday. University will have the right to verify the details set forth in Contractor's invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action. The cumulative amount of all payments will not exceed the amount of this Agreement.

4.3 Tax Exemption

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Services in accordance with Section 151.309, Tax Code, and Title 34 Texas Administrative Code (“TAC”) Section 3.322.

4.4 Intentionally Omitted

4.5 Contractor’s Obligations

4.5.1 Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.
4.5.2 Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Services in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor’s profession or business, and (b) all of the Services to be performed will be of the quality that prevails among similar businesses engaged in providing similar services in major United States urban areas under the same or similar circumstances.

4.5.3 Contractor will call to University’s attention in writing all information in any materials supplied to Contractor (by University or any other party) that Contractor regards as unsuitable, improper or inaccurate in connection with the purposes for which the material is furnished.

4.5.4 Contractor warrants and agrees that the Services will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor's skill and knowledge in performing the Services.

4.5.5 Contractor will, at its own cost, correct all material defects in the Services as soon as practical after Contractor becomes aware of the defects. If Contractor fails to correct material defects in the Services within a reasonable time, then University may correct the defective Services at Contractor's expense. This remedy is in addition to, and not in substitution for, any other remedy for defective Services that University may have at law or in equity.

4.5.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Services to be duly registered and/or licensed under all applicable federal, state and local, laws, regulations, and ordinances. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Services.

4.5.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

4.5.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor’s articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor's knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.

4.5.9 Contractor represents and warrants that all of Contractor’s Personnel contributing to the Work Material (ref. Section 4.25) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. "Personnel" means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement.
Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.

4.5.10 Contractor represents and warrants that: (i) the Services will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

4.5.11 If this Agreement requires Contractor’s presence on University's premises or in University’s facilities, Contractor agrees to cause its representatives, agents, employees and subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

4.6 Family Code Child Support Certification

Pursuant to Section 231.006, Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

4.7 Tax Certification

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

4.8 Payment of Debt or Delinquency to the State

Pursuant to Sections 2107.008 and 2252.903, Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

4.9 Loss of Funding

Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of Regents of The University of Texas System (the “Board”). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University shall issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.
4.10 Notices

Except as otherwise provided in this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via registered or certified mail, overnight courier, confirmed facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below), and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in the United States mail, (ii) if sent by overnight courier, one business day after delivery to the courier, (iii) if sent by facsimile (to the extent a facsimile number is set forth below), when transmitted, and (iv) if sent by email (to the extent an email address is set forth below), when received:

If to University: University of Texas at Arlington
Department of Athletics
College Park Center
600 S. Center St.
Arlington, TX 76019
Attention: Anthony Burken

With copy to: Procurement Services
University of Texas at Arlington
219 W. Main St.
Arlington, TX 76010
Attention: Charles Brooks

If to Contractor: _________________________
_________________________
_________________________
Attention: _________________

Or other person or address as may be given in writing by either party to the other in accordance with this Section.

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, Government Code, then Contractor will send that notice to University as follows:

University of Texas at Arlington
Procurement Services
219 W. Main St.,
Arlington, TX 76010
Fax: 817.272.2685
Email: cornwell@uta.edu
Attention: Julia Cornwell

With copy to: University of Texas at Arlington
CFO & VP for Business Affairs
219 W. Main St.
Arlington, TX 76010
Fax: 817.272.7135
Email: kDavis@uta.edu
Attention: Kelly Davis

Or other person or address as may be given in writing by University to Contractor in accordance with this Section.
4.11 **State Auditor's Office**

Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

4.12 **Venue; Governing Law**

Tarrant County, Texas, shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

4.13 **Breach of Contract Claims**

4.13.1 To the extent that Chapter 2260, *Government Code*, as it may be amended from time to time ("Chapter 2260"), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

4.13.1.1 Contractor's claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor's notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor's filing of a contested case proceeding under subchapter C of Chapter 2260. The Chief Business Officer of University, or the other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

4.13.1.2 If the parties are unable to resolve their disputes under Section 4.14.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

4.13.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, *Civil Practices and Remedies Code*. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign
immunity to suit and (ii) University has not waived its right to seek redress in the courts.

4.13.2 The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

4.13.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

4.14 Compliance with Law

Contractor will perform the Services in compliance with all applicable federal, state and local, laws, regulations, and ordinances. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.15 Records

Records of Contractor's costs, any reimbursable expenses pertaining to the Services and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final payment or abandonment of the Services, unless University otherwise instructs Contractor in writing.

4.16 Insurance

4.16.1 If the resulting contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverage's with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker's Compensation</td>
<td>Statutory Limits</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 per Accident, Employee and Policy Limit</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per Policy Limit</td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$2,000,000 Aggregate</td>
</tr>
</tbody>
</table>
**Business Auto Liability** $1,000,000 Combined single limit  

*Must cover all owned, non-owned, or hired automobiles*

4.16.2 All policies (except Workers’ Compensation and employer’s liability) will be endorsed and name the Board of Regents of the University of Texas System (“Board”) and The University of Texas at Arlington (“University”), as Additional Insured’s for liability caused in whole or in part by Contractor’s acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

4.16.3 All policies will be endorsed to provide a Waiver of Subrogation in favor of the Board and the University. No policy will be cancelled until after thirty (30) days’ unconditional written notice to the University.

4.16.4 Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any Work by Contractor under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**Certificate Holder:**  
University of Texas at Arlington – Procurement Services  
219 West Main St.  
Arlington, Texas 76010

4.16.5 Intentionally Omitted

4.17 **Indemnification**

4.17.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WILL AND DOES HEREBY** agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, Regents, officers, directors, attorneys, employees, representatives and agents (collectively “**INDEMNITEES**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**CLAIMS**”) by any person or entity, arising out of, caused by, or resulting from Contractor’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

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4.17.2 In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless Indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by Indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, University will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

4.18 Ethics Matters; No Financial Interest

Contractor and its employees, agents, representatives and subcontractors, which will be providing services under this Agreement have read and understand University’s Conflicts of Interest Policy available at http://www.utsystem.edu/policy/policies/int160.html, University’s Standards of Conduct Guide available at https://www.uta.edu/policy/procedure/3-34): and applicable state ethics laws and rules available at www.utsystem.edu/ogc/ethics.

Neither Contractor nor its employees, agents, representatives or subcontractors providing services under this Agreement will knowingly assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of its Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

Further, Contractor agrees to comply with Section 2252.908, Texas Government Code, and 1 Texas Administration Code Sections 46.1 through 46.5, as implemented by the Texas Ethics Commission ("TEC"), including providing TEC and University with the information required on the form promulgated by TEC and posted at https://www.ethics.state.tx.us/forms/1295.pdf. Contractor may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing information posted by TEC at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

4.19 Undocumented Workers.

The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance
Section 4.26. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

4.20 Force Majeure.

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, tornado, fire, sabotage, or any other circumstances of like character (“force majeure occurrence”).

4.21 Entire Agreement; Modifications.

This Agreement supersedes all prior agreements, written or oral, between Contractor and University and will constitute the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. This Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by both University and Contractor.

4.22 Captions

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

4.23 Waivers

No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

4.24 Ownership and Use of Work Material

4.24.1 All data provided by University to Contractor or created by Contractor or any subcontractors in connection with the Work for University (collectively, "Work Material"), whether or not accepted or rejected by University, is the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

4.24.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

4.24.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Services or otherwise. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.

4.24.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

4.25 Confidentiality and Safeguarding of University Records; Press Releases; Public Information

Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “University Records”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or
made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or re-disclosure of personally identifiable information from University Records will result in Contractor’s exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and (ii) the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach-Bliley Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

4.25.1 Notice of Impermissible Use. If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.

4.25.2 Return of University Records. Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

4.25.3 Disclosure. If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

4.25.4 Press Releases. Except when defined as part of the Services, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

4.25.5 Public Information. University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Government Code.

4.25.6 Termination. In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, University may immediately terminate this Agreement without opportunity to cure.

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4.25.7 Duration. The restrictions and obligations under this Section will survive expiration or termination of this Agreement for any reason.

4.26 Default and Termination.

4.26.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement (“default”), the other party may terminate this Agreement upon fifteen (15) calendar days’ written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

4.26.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) calendar days’ advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Services satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

4.26.3 Termination under Sections 4.26.1 or 4.26.2 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

4.26.4 If Contractor fails to cure any default within fifteen (15) calendar days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under this Agreement, any and all reasonable expenses incurred in connection with University’s curative actions.

4.26.5 In the event that this Agreement is terminated, then within thirty (30) calendar days after termination, Contractor will reimburse University for all fees paid by University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that University did not receive from Contractor prior to termination.

4.27 Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

4.28 Severability

In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.

4.29 Limitation of Liability

EXCEPT FOR UNIVERSITY’S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO
CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

4.30 Assignment and Subcontracting

Contractor’s interest in this Agreement (including Contractor’s duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Applicable Laws, including Chapter 2161, Texas Government Code, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University.

4.31 Historically Underutilized Business Subcontracting Plan

Historically Underutilized Business Subcontracting Plan. Contractor agrees to use good faith efforts to subcontract the Services in accordance with the Historically Underutilized Business Subcontracting Plan (“HSP”). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, “TPSS”). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

4.31.1 Changes to the HSP. If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 2.5.3 to replace the HSP with the revised subcontracting plan.

4.31.2 Expansion of the Services. If University expands the scope of the Services through a change order or any other amendment, University will determine if the additional Services contains probable subcontracting opportunities not identified in the initial solicitation for the Services. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Services; or (b) Contractor may perform the additional Services. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be to any remedial actions provided by Texas law including Chapter 2161, Government Code and 34 TAC Section 20.14. University may report deemed to be in breach of this Agreement under Section 4.26 and will be subject nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.
4.32 Responsibility for Individuals Performing Services; Criminal Background Checks.

Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Services on University’s premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s premises who has any history of criminal conduct unacceptable for a university campus or healthcare center, including any violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services on University’s premises.

Prior to commencing performance of the Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.

4.33 Limitations

THE PARTIES ARE AWARE THAT THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

4.34 Survival of Provisions

No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive such expiration or termination.

4.35 Relationship of the Parties

For all purposes of this Agreement and notwithstanding any provision of this Agreement to the contrary, Contractor is an independent contractor and is not a state employee, partner, joint venturer, or agent of University. Contractor will not bind nor attempt to bind University to any agreement or contract. As an independent contractor, Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including workers’ compensation insurance.
SECTION 5
SPECIFICATIONS AND SCOPE OF WORK

5.1 General
The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below.

5.2 Minimum Requirements
Each Proposal must include information that clearly indicates that Proposer meets each of the following minimum qualification requirements:

5.2.1 Proposer must be able to obtain and maintain license/permit to serve alcohol with the Texas Alcohol Beverage Commission (TABC).

5.2.2 Proposer must be able to provide three (3) or more venue names/addresses where they have provided concessions services in a venue of 250 or more seats within the last three years (or currently). NOTE: Post Resumes on APPENDIX ELEVEN

5.3 Additional Questions/Requirements Specific to this RFP
Proposer must submit the following information as part of Proposer's proposal:

5.3.1 Proposer shall offer recommendations as to how they would operate and manage the services, including sample menus and pricing (ref. Section 6.1, 6.2 and 6.3 for University desired pricing on specific items)

5.3.2 Proposer shall also provide a comprehensive financial plan detailing commission structures and any expenses to be incurred the University.

5.3.3 Proposer is encouraged to consider a tiered commission structure based on sales.

5.3.4 Proposer should consider how any capital improvements/additional financial commitments could be incorporated into the package. Any additional investments, in addition to the revenue on sales, to be provided to the University should be described in detail in Proposer’s financial package.

5.3.5 Proposer should come up with a business plan, which will include the use of the facilities.

5.3.6 Proposer should have a facilities logistics plan for each section above.

5.3.7 Proposer shall submit the address of the primary, as well as any off-site (if any), kitchen that would service the specified venues.

5.3.8 Proposer shall submit their annual training/staff development plan for the Operations Director and operations review plan as it pertains specifically to concession operations to include on-site review of concession offerings, functionality, and customer appeal in comparison to other sports related venues providing services to NCAA Division One athletic programs and professional sports teams.

5.3.9 Proposer shall provide details of their transition plan (including hiring and initial training of personnel), on-going training and retention plans, health/safety inspection plans, plans to address deficiencies in services and/or complaints, as well as any other information that will enable the University to more accurately assess the Proposer’s capabilities and expertise in this field.
5.3.10 Proposer shall provide details of their transition plan (including hiring and initial training of personnel), on-going training and retention plans, health/safety inspection plans, plans to address deficiencies in services and/or complaints, as well as any other information that will enable the University to more accurately assess the Proposer's capabilities and expertise in this field.

5.4 Contractor's Responsibilities

5.4.1 Standards of Performance; Applicable Laws. Notwithstanding anything to the contrary contained in this Agreement, Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor's special and unique knowledge and abilities with respect to the operation and management of the Services. Contractor accepts the relationship of trust and confidence established between it and University by this Agreement. Contractor will use its best efforts, skill, judgment, and abilities to perform the Services and to further the interests of University in accordance with University's requirements and procedures, in accordance with the highest standards of Contractor's profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances and orders, including (a) the requirements of 25 Texas Administrative Code ("TAC") §§229.161-.170, and .173, otherwise known as the Texas Food Establishment Rules ("TFER"), and (b) the Rules and Regulations (the "Regents' Rules") promulgated by the Board of Regents of The University of Texas System ("Board"), as well as with those of any other body or authority having jurisdiction (collectively, the "Applicable Laws"). Contractor also will obtain any and all approvals, licenses, filings, registrations and permits required by federal, state or local law for the performance of the Services or Contractor's other duties and obligations under the terms of this Agreement, including all necessary Texas Alcoholic Beverage Commission ("TABC") permits for the service and sale of alcoholic beverages. Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of the Services. Upon University's request, Contractor will submit to University satisfactory evidence of Contractor's compliance with this Section. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, nor anyone acting for such firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

5.4.2 Sanitation, Health and Safety. Contractor will maintain clean, orderly and sanitary conditions (satisfactory to University in all respects) in all kitchens, food preparation areas, service areas, dining areas, loading docks, hoods and grease filters and for all equipment, floors and dining room chairs and tables associated with certain University cafeterias, snack bars, restaurants, and other locations more particularly identified in APPENDIX EIGHT and incorporated for all purposes, or used by Contractor in the performance of the Services (collectively, the "Space"). In accordance with the Applicable Laws, including TFER, Contractor will obtain all necessary food handler's permits (collectively, the "Permit") from appropriate governmental entities. Upon receipt of written notice of suspension of the Permit, Contractor will immediately (1) provide written notice of same to University, and (2) cease performance of the Services and all other food handling operations until written notice that the Permit is reinstated has been received by Contractor and University.

In the event University reasonably believes that Contractor is not in compliance with Applicable Laws (ref. Section 5.4.1.) and reasonably determines that the violation of the Applicable Laws creates an imminent health hazard or immediate threat to the health and safety of University's campus community or the public, University may immediately (a) perform any cleaning or other services deemed necessary by University (Contractor will reimburse University for all reasonable costs, including overtime costs.), (b) report Contractor's non-compliance with Applicable Laws to
any governmental body or authority, and (c) at University’s option, (i) require Contractor to cure within a timeframe that is acceptable to University, or (ii) suspend Contractor’s performance of the Services, and/or (iii) terminate this Agreement without notice or opportunity to cure. Upon receipt of written notice of suspension or termination of this Agreement, Contractor will immediately cease performance of the Services and all other food handling operations under this Agreement.

5.4.3 Inspection. CONTRACTOR WILL PROVIDE UNIVERSITY WITH COPIES OF ALL HEALTH AND SAFETY INSPECTION REPORTS RELATED TO THE SERVICES IN ANY WAY, WITHIN THREE (3) DAYS AFTER CONTRACTOR RECEIVES THE REPORTS.

5.4.4 Health Inspection Review. Contractor will provide food service operations in accordance with the terms stated in this Agreement. Except as provided in Section 5.4.2, instances of poor performance by Contractor will be documented by University and submitted to Contractor for immediate review and corrective action. A review meeting will be called between Contractor and University when documented instances of poor performance occur. A plan for corrective action agreeable to both parties will be drafted and implemented. University’s Representative (ref. Section 5.4.1) will determine whether and when performance is acceptable to University.

5.4.5 Good Standing; Signature Authority. If Contractor is a corporation, then Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas or a foreign corporation or limited liability company 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 Contractor has been duly authorized to act for and bind Contractor. If Contractor is a partnership, limited partnership, or limited liability partnership, then Contractor has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under this Agreement; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.4.6 Contractor’s Authority. Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under this Agreement will (i) result in the violation of any provision, if a corporation, of Contractor’s articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, of any partnership agreement by which Contractor is bound, (ii) result in the violation of any provision or any agreement by which Contractor is bound, or (iii) to the best of Contractor’s knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.4.7 Limitation of University’s Liability. EXCEPT FOR THE OBLIGATIONS OF UNIVERSITY SPECIFICALLY PROVIDED IN THIS AGREEMENT, UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. IN ADDITION, NOTWITHSTANDING ANY OBLIGATION OR LIABILITY OF UNIVERSITY TO CONTRACTOR, NO PRESENT OR FUTURE PARTNER OR AFFILIATE OF UNIVERSITY OR ANY AGENT, OFFICER, DIRECTOR, EMPLOYEE, OR REGENT OF UNIVERSITY, THE UNIVERSITY OF TEXAS SYSTEM (“SYSTEM”), OR OF THE COMPONENTS COMPRISING THE SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

5.4.8 Debts of Students. Pursuant to Rule 50303 of the Regents’ Rules neither System nor University will be responsible for debts incurred by or owed to Contractor by individual students or student organizations. Neither University nor System will assume the role of a collection agency for Contractor. Neither University nor System will adjudicate disputes between students and Contractor over the existence or the amount of debts.
5.4.9 Non-Exclusive Agreement; Reservation of Rights by University. UNIVERSITY RESERVES THE RIGHT TO OFFER FOR SALE THROUGH ANY OF ITS PRESENT OR FUTURE FACILITIES, PRODUCTS AND SERVICES THAT MAY BE COMPETITIVE OR SIMILAR IN NATURE TO PRODUCTS AND SERVICES OFFERED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, INCLUDING EXISTING VENDING CONTRACTS FOR SOFT DRINKS AND SNACKS.

5.4.10 Use of Food Service Locations by University. UNIVERSITY MAY USE THE FOOD SERVICE LOCATIONS (ref. Section 5.5.1) AT ALL TIMES EXCEPT DURING CONTRACTOR’S OPERATING SCHEDULE (ref. Section 5.5.2).

5.4.11 Transition Period. If this Agreement expires or is terminated for any reason, then at University’s option, Contractor will continue to perform the Services in accordance with the terms of this Agreement until University contracts with a new qualified and experienced vendor(s) to perform the Services or is able to perform the Services in-house; provided, that, Contractor will not be required to continue performing the Services for more than three (3) months after expiration or termination of this Agreement. Contractor will cooperate with, and assist, University’s efforts to transition the Services to another vendor(s) or to perform the Services in-house.

5.5 Services.

5.5.1 Food Service; Alcohol Sales. Contractor will secure and maintain license to sell alcoholic beverages.

5.5.2 Catering Plan. Catering is not part of this agreement.

5.5.3 Not Used

5.5.4 Marketing. Contractor will actively and aggressively market the Services to be provided by Contractor under this Agreement at each Food Service Location. All marketing will comply with the Regents’ Rules, including Rule 80103, and will be based on University preferences and needs identified by Customer feedback. Contractor is prohibited from advertising to the general public the location of Contractor’s operations on University’s premises; however, Contractor is not prohibited from advertising in the student newspaper and in other publications published primarily for distribution to students, faculty, and staff and are approved by University for distribution on University’s premises. Contractor will not be entitled to distribute advertising or marketing literature on University’s premises or to display posters or post commercial messages on public bulletin boards on University’s premises, except in accordance with the Regents’ Rules and University policies and procedures, and after written approval by University in each instance. Contractor will not communicate any messages that advertise, promote, or market Contractor’s services by means of University’s mail or email system unless prior to the communication University determines that the communication complies with the Regents’ Rules and University’s policies and procedures, and approves the communication in writing. Contractor may install and display signs, advertising and other marketing materials in the Food Service Locations; however, the form and size of any signs, advertising and marketing materials must be approved in writing in advance by University. Contractor’s requests for approvals under this Section will be delivered to University’s Representative.

5.6 Scope of Work

Contractor will provide all necessary management and operations of the concessions services for the events located in UT Arlington’s Special Event Facilities. The areas of responsibilities include but are not limited to:
All food and beverage (alcoholic and non-alcoholic) concessions at specified facilities including:

- Commissions
- Accounting and Reports
- Personnel
- Operational Responsibilities
- Technology
- Creativity
- Inventory
- Equipment

The Food Service Locations are as follows:

1. Clay Gould Ballpark
   a. Stand 1
   b. Various Portable Locations on Concourses as requested/required

2. Allan Saxe Stadium
   a. Stand 1
   b. Various Portable Locations on Concourses as requested/required

5.7 Collection and Recording of Revenue.

5.7.1 Revenue Collection Procedures. All revenue will be collected as more particularly provided in APPENDIX NINE attached and incorporated for all purposes.

5.7.2 Recording Receipts. All revenue received as a result of this Agreement will be recorded in Contractor's general ledger. Contractor will process all cash sales through cash registers, maintain cash register tapes and sales records locally, and make the tapes and records accessible to University within five (5) days after University’s written request.

5.7.3 Card System Sales. Contractor will process all Card System sales through their own independent vendor.

5.7.4 Payment Card Industry Standards. University is required to validate compliance on a periodic basis with all applicable Payment Card Industry Data Security Standards (collectively, “PCI DSS”), including Payment Application Data Security Standards (collectively, “PA DSS”), promulgated by the Payment Card Industry Security Standards Council (“PCI SSC”). The compliance validation process requires University to undergo an assessment of (1) all system components used to process, store or transmit cardholder data, and any other components that reside on the same network segment as those system components, as well as (2) all related processes used to process, store or transmit cardholder data, (collectively, “System Components in Scope”). Some or all System Components in Scope have been outsourced to Contractor under this Agreement. Contractor will cause its agents and subcontractors to comply with all terms of this Section applicable to Contractor. Contractor will achieve and maintain compliance under the current versions of PCI DSS and PA DSS published on the PCI SSC website for service providers and payment applications. As evidence of compliance, Contractor will provide to University on or before the Effective Date and within ten (10) days after each anniversary of the Effective Date during the term of this Agreement, a copy of Contractor's annual attestation of compliance signed by a Qualified Security Assessor (“QSA”) as more particularly described on the PCI SSC website.
If Contractor is unable to provide the required attestations of compliance, Contractor will permit University or University’s QSA to assess all System Components in Scope that are hosted or managed by Contractor or by Contractor’s agents or subcontractors. Contractor will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure cardholder data. The documentation will conform to the most current version of PCI DSS. Contractor will, upon written request by University, make the documentation and the individuals responsible for implementing, maintaining and monitoring System Components in Scope available to (1) QSAs, forensic investigators, consultants and attorneys retained by University to facilitate the validation of University’s PCI DSS compliance, and (2) University’s information technology, information security, audit, compliance and other staff.

Contractor will retain the documentation for at least one (1) year after termination of this Agreement.

5.8 Reporting.

5.8.1 Periodic Statements. On the Effective Date, Contractor will submit to University two (2) copies of a financial statement prepared by a certified public accountant. Within thirty (30) days after the end of each Accounting Period during the Initial Term or any Extension Term, Contractor will submit to University two (2) copies of the following information covering the immediately preceding Accounting Period: (a) a statement of all revenues, including Cash Plan revenue (including cash, credit card and Card System revenue), Board Plan, Short Term Meal Plan, and Catering Plan revenue; (b) a statement of gross and net sales and disbursements reported on a Food Service Location basis; (c) a consolidated statement of total food service operations covered by this Agreement, reported on an Accounting Period basis and year-to-date basis and (d) in accordance with Section 2252.063, Texas Government Code, payment statements derived from sales tax reports.

5.8.2 Statement Based on Sales Tax Reports. In accordance with Section 2252.063, Texas Government Code, Contractor will submit to University’s Representative, no later than the 15th day after the end of each fiscal year, an annual payment statement derived from all of Contractor’s sales tax reports for its operations in any Food Service Location during the preceding fiscal year. This annual payment statement must be certified by a certified public accountant licensed in the State of Texas (ref. Section 4.3.1). The term “fiscal year” will mean University’s fiscal year, that commences September 1 and ends August 31.

5.8.3 Annual Budget. Thirty (30) Days prior to the beginning of each contract year of this Agreement, Contractor will prepare and submit for University’s review and approval, two (2) copies of Contractor’s proposed budget for the performance of the Services at all Food Service Locations, including detailed revenue projections by location and by revenue source, as well as costs and other information reasonably requested by University.

5.8.4 Form of Reports. All reports will be presented in forms satisfactory to University in all respects.

5.9 Inventory.

5.9.1 Inventory Record Keeping. Contractor will maintain, in formats acceptable to University, annual inventory, acquisition, and loss records for (a) all University Owned Equipment and (b) all Contractor Owned Equipment (ref. APPENDIX SEVEN).

5.9.2 Contractor Owned Equipment. Contractor will provide University with an inventory listing of all equipment owned by Contractor and used on University’s premises to perform the Services or Contractor’s other duties and obligations under the terms of this Agreement (collectively,
“Contractor Owned Equipment”) to be used in the Space and will keep the list current. Any equipment located in the Space that is not on Contractor Owned Equipment list will be deemed to be University Owned Equipment and the sole property of University. **Contractor will purchase new, larger popcorn machine. All future equipment needs will be purchased by the Contractor**

5.9.3 **Purchase of Inventory.** University may, at its option, purchase Contractor’s usable inventory of food and related supplies upon termination of this Agreement for any reason; provided, however, University will not purchase any food or supplies in open or partial packages, boxes, or containers. The purchase price for the inventory will be determined by Contractor’s verifiable invoice costs.

5.9.4 **Annual Contractor Inventory.** On each anniversary date of this Agreement and upon the effective date of the termination of this Agreement for any reason, a joint inventory of all Contractor Owned Equipment will be taken.

5.9.5 **Annual University Owned Equipment and Replacement.** Contractor will also assist University with University’s annual inventory review. Any shortage or loss of University Owned Equipment will be documented by University. Contractor will replace any shortage or loss with equipment satisfactory to University in all respects within thirty (30) days after receiving written notice of the shortage or loss from University.

5.10 **Independent Contractor.**

Contractor recognizes that it is engaged by University as an independent contractor and acknowledges that University will have no responsibility to provide to Contractor or its officers, employees, personnel, agents, partners, or subcontractors, vacation, insurance or other fringe benefits normally associated with employee status. Contractor will perform the Services and discharge all of its duties and obligations under this Agreement in its capacity as an independent contractor. Contractor, in accordance with its status as an independent contractor, will conduct itself consistent with that status, and that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of University. Contractor will not make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of University, including unemployment insurance benefits, social security coverage or retirement benefits. Contractor will make its own arrangements for any benefits it may desire. Contractor is responsible for all income taxes required by Applicable Laws. All persons performing the Services will be officers, employees, personnel, agents, partners, or subcontractors solely of Contractor and will not be deemed, for any purpose whatsoever, officers, employees, personnel, agents, or partners, acting for or on behalf of, University. No acts or representations, whether oral or written, made by Contractor or its officers, employees, personnel, agents, partners, or subcontractors, to third parties will be binding on University, unless expressly accepted by University in writing.

5.11 **Personnel.**

5.11.1 **Properly Trained Staff; Efficient Performance of Services; Dietitian.** At all times, Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will maintain and have on duty at all Food Service Locations an adequately trained staff of employees or personnel sufficient for the efficient performance of the Services. Contractor will provide expert administrative, dietetic, purchasing, and personnel supervision, for the performance of the Services. In addition, upon University’s request, Contractor will provide the services of a registered dietician for student dietary counseling and menu preparation.
5.11.2 **Supervision.** Contractor will provide adequate, competent supervision of its employees and personnel at each Food Service Location. Neither University’s Representative nor any other representative of University will supervise Contractor’s employees, representatives, agents, or subcontractors performing the Services; provided, however, University’s Representative will be available to Contractor to answer questions and provide necessary information.

5.11.3 **Licenses; Designated Representatives.** All persons connected with Contractor directly in charge of the Services are duly registered and licensed under Applicable Laws, if so required by Applicable Laws. Contractor will assign to University a designated representative who will be responsible for the administration and coordination of the Services. Contractor will furnish efficient business administration and coordination and perform the Services in an expeditious and economical manner consistent with the interests of University.

5.11.4 **Anti-discrimination Provision.** Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, handicap, national origin, or status as a veteran.

5.11.5 **Employee Conduct.** Contractor will require all of its employees and personnel to adhere to the Regents’ Rules and University’s policies and procedures. Contractor will perform the Services without interfering in any way with the activities of University’s faculty, students, staff, visitors or invitees.

5.11.6 **Labor Unions.** University will not be a party to, or be bound by, any labor union contract affecting Contractor’s employees or personnel. Any contract will be negotiated between Contractor and the labor union.

5.11.7 **University’s Rights to Refuse Entry and Eject.** University has the rights to (a) require identification from any person on University’s premises, (b) refuse entry to persons having no legitimate business on University’s premises, and (c) eject any undesirable person refusing to leave peaceably on request. Contractor will cooperate with all authorized University representatives in the exercise of University’s rights described in this Section.

5.11.8 **Responsibility for Injury, Loss and Damage.** Contractor will be responsible for any and all injury, loss and damage to persons or property caused by Contractor’s employees, representatives, agents, or subcontractors. At University’s option, Contractor will promptly repair, to the satisfaction of University, any damage Contractor, its employees, representatives, agents, or subcontractors, cause to University’s property or University may repair the damage and Contractor will promptly reimburse University for the cost of the repair.

5.11.9 **Limited Access; Space License.** Contractor, its employees, representatives, agents, and Contractor will not modify, alter or repair the Space or any other University facilities without the prior written approval of University and with project management of renovations by University. Contractor will not harm the Space or make any use of the Space that is offensive as determined by University. Upon expiration or termination of this Agreement for any reason, Contractor will remove Contractor Owned Equipment and other effects, repair any damage caused by the removal, and peaceably deliver up the Space in clean condition and in good order, repair and condition, ordinary wear and tear excepted. Any personal property of Contractor not removed within two (2) days following the termination will be deemed abandoned by Contractor and University may dispose of the property in any manner it chooses, with no liability or reimbursement obligation to Contractor.

Contractor will not suffer any mechanic’s lien to be filed against the Space or the adjoining facilities by reason of any work, labor, services, or materials performed at or furnished to the

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Space for Contractor. Nothing in this Agreement will be construed as the consent of University to subject University’s estate in the Space or adjoining facilities to any lien.

The Space is sufficiently equipped for Contractor to provide the Services in accordance with the terms and conditions of this Agreement.

UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE TO THE SPACE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.

UNIVERSITY WILL NOT BE LIABLE TO CONTRACTOR, OR CONTRACTOR’S EMPLOYEES, REPRESENTATIVES, AGENTS, SUBCONTRACTORS, GUESTS OR INVITEES (COLLECTIVELY, “CONTRACTOR PARTIES”), FOR ANY LOSS, EXPENSE OR DAMAGE EITHER TO PERSON OR PROPERTY SUSTAINED BY REASON OF ANY CONDITION OF THE SPACE, OR DUE TO ANY ACT OF ANY EMPLOYEE OR AGENT OF UNIVERSITY, OR THE ACT OF ANY OTHER PERSON WHATSOEVER. UNIVERSITY, ITS EMPLOYEES, REPRESENTATIVES AND AGENTS WILL NOT BE LIABLE FOR AND CONTRACTOR WAIVES ALL CLAIMS FOR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ANY CONTRACTOR PARTIES, RESULTING FROM ANY ACCIDENT OR OCCURRENCE IN OR UPON THE SPACE OR THE ADJOINING GROUNDS OR FACILITIES. CONTRACTOR WILL PAY ON DEMAND UNIVERSITY’S EXPENSES INCURRED IN ENFORCING ANY OBLIGATION OF CONTRACTOR UNDER THIS LICENSE.

5.11.10 Uniforms; Name Tags. While on duty, on or off University's premises, all of Contractor’s non-supervisory personnel will wear uniforms satisfactory to University in all respects. While on duty, on or off University premises, Contractor’s professional staff will wear name tags satisfactory to University in all respects.

5.11.11 Health Examinations. Contractor will require all of its employees and personnel to submit to periodic health examinations as required by Applicable Laws. Upon University's request, Contractor will submit to University satisfactory evidence of Contractor’s compliance with this Section.

5.11.12 Responsibility for Individuals Performing Services; Criminal Background Checks. Each individual who is assigned to perform the Services under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Services under this Agreement. Prior to commencing the Services, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Services on University’s premises and (2) have an appropriate criminal background screening performed on all the individuals on the List. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Services is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s premises who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Services on University’s premises.

Prior to commencing performance of the Services under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals on the List.
5.11.13 Undocumented Workers. The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with Section 4.25.6. Contractor is in compliance with and will remain in compliance with the provisions of the Immigration Act.

5.12 Hiring Contractor's Supervisory Employees or University's Employees. University will not actively solicit for employment any of Contractor's Supervisory Employees during the Initial Term or any Extension Term, or for a period of six (6) months after the expiration or termination of this Agreement for any reason, unless the persons were formerly employees of University. In addition, Contractor will not actively solicit for employment any of University's employees during the Initial Term or any Extension Term, or for a period of six (6) months after the expiration or termination of this agreement for any reason. In this Section, "Contractor's Supervisory Employees" means those persons who have performed management services for Contractor on University's premises for at least six (6) months, and, in the event this Agreement has expired or terminated, performed the Services during the six (6) month period prior to the expiration or termination of this Agreement for any reason.

5.13 General Obligations. University will:

5.13.1 Clean exterior walls and windows of the Space;

5.13.2 Provide external maintenance on buildings where the Space is situated; and

5.13.3 Provide routine cleaning of all grease traps, duct work, plenum chambers and roof fans within the Space.
SECTION 6
PRICING AND DELIVERY SCHEDULE

Proposal of: ________________________________
(Proposer Company Name)

To: The University of Texas at Arlington

Ref.: Athletic Concessions

RFP No.: 2017-001

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Athletic Concession Service required pursuant to the above-referenced Request for Proposal upon the terms and conditions quoted below.

6.0 Pricing for Services Offered

6.1 Price and Portion Sizes for Menu Items.

University Athletics will require the following items “traditional ball park menu” be sold along with the following price points for the items:

- Hot Dog (4 oz. all beef) $2.50
- Popcorn (12 oz. bag) $2.00
- Soda (20 oz.) $2.00
- Coffee $2.00
- Candy $2.00
- Nachos $3.50
- Hot Chocolate $2.00
- Water $2.00
- Peanuts $2.00

6.2 In addition, Contractor will/can offer additional non-traditional ball park fare/local fare (BBQ, Mexican, etc.) and can set reasonable menu prices with consultation of the university Athletics. Contractor shall submit additional menu items along with size and price

6.3 Contractor will be required, as previously stated, to gain and maintain liquor license. University Athletics will require the sale of the following with the following price points:

- Beer (16 oz. aluminum bottles) $5.00
- Margaritas $6.00
- Wine $5.00

6.3.1 The contractor will not sell any alcoholic beverages in glass containers.

6.3.2 The contractor has the right to sell other alcoholic beverages (with University Athletics approval).
6.3.3 Prices are set and committed to for the first year. The University Athletics and the Contractor will sit down and negotiate all price changes for the ensuing years.

6.1 Costs and Expenses.

Contractor will:

6.1.1 Comply with all requirements of Subchapter C, Chapter 2252, Texas Government Code, as amended, including the provision of financial statements, payment statements derived from sales tax reports, and bonds;

6.1.2 Provide all food, alcoholic beverages and non-alcoholic beverages to be served or provided in connection with Contractor's performance of the Services and Contractor's other duties and obligations under the terms of this Agreement;

6.1.3 Provide all paper products and kitchen supplies necessary for the performance of the Services and Contractor's other duties and obligations under the terms of this Agreement;

6.1.4 Provide all management and non-management personnel (including the payment of all salaries and fringe benefits due to the personnel) necessary for the performance of the Services and Contractor's other duties and obligations under the terms of this Agreement;

6.1.5 Provide uniforms and name tags (satisfactory to University in all respects) for Contractor's personnel in accordance with Section 5.9.10 of this Agreement;

6.1.6 Provide all laundry supplies, equipment and services necessary for the performance of the Services and Contractor's other duties and obligations under the terms of this Agreement;

6.1.7 Provide all janitorial supplies, equipment, and services necessary for the maintenance and cleaning of inside surfaces, furnishings, equipment, front doors, glass wall partitions, restrooms, walls, ceilings, loading docks, floors and vents associated with the Space or related to the performance of the Services or Contractor's other duties and obligations under the terms of this Agreement. All floors will be stripped and waxed and all vents will be cleaned, at least three (3) times per contract year;

6.1.8 Replace all lost or damaged dinnerware, flatware, glassware, trays, and other kitchen and serving utensils (collectively, "Smallwares") necessary to maintain the Smallwares inventory at the levels provided by University on the Effective Date of this Agreement. A comprehensive inventory of the Smallwares provided by University is attached as APPENDIX SEVEN and incorporated for all purposes;

6.1.9 Provide all Smallwares not furnished by University that are necessary for the performance of the Services and Contractor's other duties and obligations under the terms of this Agreement;

6.1.10 Obtain any and all approvals, licenses, filings, registrations and permits required by federal, state or local law for the performance of the Services or Contractor's other duties and obligations under the terms of this Agreement;

6.1.11 Pay all taxes on the Services (including the sale of food, alcoholic beverages and non-alcoholic beverages under the terms of this Agreement) as may be required by Applicable Laws;

6.1.12 Pay all costs related to vehicles necessary for the performance of the Services and Contractor's other duties and obligations under the terms of this Agreement;
6.1.13 Pay all costs and charges related to telecommunication services provided to the Space by University;

6.1.14 Provide all office supplies, postage, printing supplies, and marketing materials necessary for the performance of the Services and Contractor’s other duties and obligations under the terms of this Agreement;

6.1.15 As they are not provided by the University, Vendor will provide network connectivity and all Card System compatible point-of-sale cash registers and appropriate accessories that are necessary for the performance of the Services and Contractor’s other duties and obligations under the terms of this Agreement. A comprehensive inventory of University Owned Equipment is attached as APPENDIX SEVEN and incorporated for all purposes;

6.1.16 Maintain all University Owned Equipment in good working order;

6.1.17 Repair or replace (at University’s option) all University Owned Equipment and all other University equipment, furniture, plumbing fixtures, and electrical fixtures, lost or damaged by Contractor, its employees, representatives, agents, or subcontractors, including clearing of stoppages in drains caused by grease or other foreign matter lodged between the grease traps and the food service area of any part of the Space. University Owned Equipment that has exceeded its useful life will be replaced by University at University’s expense.

6.1.18 PURCHASE AND PROVIDE NEW (WITH HIGHER CAPACITY) POPCORN MACHINE AT EACH VENUE

6.1.19 Provide for the removal and proper disposal of all wet garbage from the Space and related areas;

6.1.20 Provide for the removal and proper disposal of all dry garbage from the Space and related areas;

6.1.21 cause to be provided appropriate pest control services within the Space and adjacent areas. All pest control services must be (1) coordinated with University’s pest control efforts, and (2) pre-approved in writing by University’s Representative;

6.1.22 Comply, and cause its employees, representatives, agents, and subcontractors to comply, with all applicable University rules and policies, including University’s Standards of Conduct Guide posted on the Internet at: http://www.utsystem.edu/systemcompliance/SOCcombined.pdf as well as University’s rules and polices related to personal health, security, environmental quality, safety, fire prevention, noise, smoking, parking and access restrictions; and pay any and all other costs associated with the performance of the Services and Contractor’s other duties and obligations pursuant to the terms of this Agreement, not expressly required to be paid by University pursuant to Section 7.3.

6.2 Payment of Royalties and Annual Sponsorship.

6.2.1 Calculation. Contractor will pay University the Royalty on Adjusted Gross Revenue (AGR). The term “Adjusted Gross Revenue (AGR)” will mean gross food, alcoholic beverage and non-alcoholic beverage revenue less all applicable sales taxes. The contractor will be required to submit a percentage proposal/payment based upon the “adjusted gross revenue”

6.2.2 Proposer will provide a detail the percentage of gross revenue to be paid to the University (standard percentage is 15% of gross – not including taxes).

6.2.3 Proposer will provide a statement outlining how Proposer will document and report revenues and expenditures.
6.2.3 Proposer will provide a statement outlining how Proposer will document and report revenues and expenditures.

6.2.4 The contractor will be required to provide food coupons for University Athletics game day personnel (15-20). Total value of coupons not to exceed $6,500.00 for the year. Any amount over $6,500.00 will be deducted from what Contractor owed precedes to University Athletics.

6.2.5 Payments; Accounting Periods. Contractor will pay University all amounts owing under this Agreement within thirty (30) days after the last day of each Accounting Period during the Initial Term or any Extension Term of this Agreement. The term “Accounting Period,” as used in this Agreement, will mean one (1) calendar month.

6.2.6 Special Considerations:

Potential sponsorship paid to the University by Contractor to support sustainability initiatives for various University events

Annual Sponsorship: $_______

Departmental Golf Tournament Participant
Maverick Club Membership
Athletic Department Sponsorship

Respectfully Submitted,

Proposer: _______________________________

By: _______________________________
(Authorized Signature for Proposer)

Name: _______________________________

Title: _______________________________

Date: _______________________________
APPENDIX ONE

PROPOSAL REQUIREMENTS

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GENERAL INFORMATION

1.1 Purpose

University is soliciting competitive sealed proposals from Proposers having suitable qualifications and experience providing services in accordance with the terms, conditions and requirements set forth in this RFP. This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by University.

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the services to be performed, the detailed requirements of the services to be provided, and the conditions under which such services are to be performed. Proposer also certifies that it understands that all costs relating to preparing a response to this RFP will be the sole responsibility of the Proposer.

PROPOSER IS CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Inquiries and Interpretations

University may in its sole discretion respond in writing to written inquiries concerning this RFP and mail its response as an Addendum to all parties recorded by University as having received a copy of this RFP. Only University’s responses that are made by formal written Addenda will be binding on University. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by University prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes.

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

Any interested party that receives this RFP by means other than directly from University is responsible for notifying University that it has received an RFP package, and should provide its name, address, telephone number, FAX number and email address to University, so that if University issues Addenda to this RFP or provides written answers to questions, that information can be provided to such party.

1.3 Public Information

Proposer is hereby notified that University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

University may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed.

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (ref. Chapter 552, Government Code). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.104, 552.110, 552.113, and 552.131, Government Code.
1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form that (i) includes terms and conditions substantially similar to the terms and conditions set forth in APPENDIX TEN of this RFP, and (ii) is otherwise acceptable to University in all respects (the “Agreement”).

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. Any proposals that are not submitted by the Submittal Deadline or that are not accompanied by required number of completed and signed originals of the HSP will be rejected by University as non-responsive due to material failure to comply with this RFP (ref. Section 2.5.4 of this RFP). Upon completion of the initial review and evaluation of proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

University may make the selection of Contractor on the basis of the proposals initially submitted, without discussion, clarification or modification. In the alternative, University may make the selection of Contractor on the basis of negotiation with any of the Proposers. In conducting negotiations, University will use commercially reasonable efforts to avoid disclosing the contents of competing proposals.

University may discuss and negotiate all elements of proposals submitted by Proposers within a specified competitive range. For purposes of negotiation, University may establish, after an initial review of the proposals, a competitive range of acceptable or potentially acceptable proposals composed of the highest rated proposal(s). In that event, University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of University.

After the Submittal Deadline but before final selection of Contractor, University may permit Proposer to revise its proposal in order to obtain the Proposer’s best and final offer. In that event, representations made by Proposer in its revised proposal, including price and fee quotes, will be binding on Proposer. University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to University overall, as determined by University.

University reserves the right to (a) enter into an agreement for all or any portion of the requirements and specifications set forth in this RFP with one or more Proposers, (b) reject any and all proposals and re-solicit proposals, or (c) reject any and all proposals and temporarily or permanently abandon this selection process, if deemed to be in the best interests of University. Proposer is hereby notified that University will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by University.

1.6 Proposer’s Acceptance of Evaluation Methodology

Proposer (1) accepts [a] Proposal Evaluation Process (ref. Section 1.5 of APPENDIX ONE), [b] Criteria for Selection (ref. 2.3 of this RFP), [c] Specifications and Additional Questions (ref. Section 5 of this RFP), [d] terms and conditions of the Agreement (ref. APPENDIX TEN), and [e] all other requirements and specifications set forth in this RFP; and (2) acknowledges that some subjective judgments must be made by University during this RFP process.
1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. Section 5 of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Section 2 of U.T. Arlington RFP #)
APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule (separate document)
Proposer must complete and return the Pricing and Delivery Schedule, as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform the Services that are not specifically stated in the Pricing and Delivery Schedule.

In the Pricing and Delivery Schedule, Proposer should describe each significant phase in the process of providing the Services to University, and the time period within which Proposer proposes to be able to complete each such phase.

1.9.4 Proposer’s General Questionnaire
Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist
Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE) as part of its proposal. Any proposal received without a completed and signed Addenda Checklist may be rejected by University, in its sole discretion.

1.9.6 Submission
Proposer should submit all proposal materials as instructed in Section 3 of this RFP. RFP No. (ref. Title Page of this RFP) and Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown (1) in the Subject line of any email transmitting the proposal, and (2) in the lower left-hand corner on the top surface of any envelope or package containing the proposal. In addition, the name and the return address of the Proposer should be clearly visible in any email or on any envelope or package.

Proposer must also submit the HUB Subcontracting Plan (also called the HSP) as required by Section 2.6 of this RFP.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the HSP as required by Section 2.6 of this RFP. University will not accept proposals submitted by telephone, FAX or email transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer’s written request explaining and documenting the reason for withdrawal, which is acceptable to University.
SECTION 2
EXECUTION OF OFFER

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED AND RETURNED WITH PROPOSER’S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSER’S PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.

2.1 Representations and Warranties. Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

2.1.1 Proposer will furnish the Services to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.

2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer’s preparation of a response to this RFP.

2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

2.1.5 Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances relating to performance of the Services.

2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.

2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.

2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.

2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

2.1.10 Proposer will defend with counsel approved by University, indemnify, and hold harmless University, UT System, the State of Texas, and all of their Regents, Officers, Agents and Employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.

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2.1.11 Pursuant to Sections 2107.008 and 2252.903, Government Code, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.

2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer’s proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer’s intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

2.2 No Benefit to Public Servants. Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with its proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting Agreement, and Proposer may be removed from all proposer lists at University.

2.3 Tax Certification. Proposer is not currently delinquent in the payment of any taxes due under Chapter 171, Tax Code, or Proposer is exempt from the payment of those taxes, or Proposer is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable. A false certification will be deemed a material breach of any resulting contract or agreement and, at University's option, may result in termination of any resulting Agreement.

2.4 Antitrust Certification. Neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, nor anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

2.5 Authority Certification. The individual signing this document and the documents made a part of this RFP, is authorized to sign the documents on behalf of Proposer and to bind Proposer under any resulting Agreement.

2.6 Child Support Certification. Under Section 231.006, Family Code, relating to child support, the individual or business entity named in Proposer’s proposal is not ineligible to receive award of the Agreement, and any Agreements resulting from this RFP may be terminated if this certification is inaccurate.

2.7 Relationship Certifications.

- No relationship, whether by blood, marriage, business association, capital funding agreement or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any member institution of UT System, on the other hand, other than the relationships which have been previously disclosed to University in writing.

- Proposer has not been an employee of any member institution of UT System within the immediate twelve (12) months prior to the Submittal Deadline.

- No person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer’s proposal or any contract resulting from this RFP (ref. Section 669.003, Government Code).

U.T. Arlington RFP #
All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

2.8 Compliance with Equal Employment Opportunity Laws. Proposer is in compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

2.9 Compliance with Safety Standards. All products and services offered by Proposer to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.10 Exceptions to Certifications. Proposer will and has disclosed, as part of its proposal, any exceptions to the information stated in this Execution of Offer. All information will be subject to administrative review and approval prior to the time University makes an award or enters into any Agreement with Proposer.

2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification. If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to Section 361.965(c), Health & Safety Code, Proposer is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in 30 TAC Chapter 328, Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.12 Conflict of Interest Certification.

- Proposer is not a debarred vendor or the principal of a debarred vendor (i.e. owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
- Proposer’s provision of services or other performance under any Agreement resulting from this RFP will not constitute an actual or potential conflict of interest.
- Proposer has disclosed any personnel who are related to any current or former employees of University.
- Proposer has not given, nor does Proposer intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to an officer or employee of University in connection with this RFP.

2.13 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: ______________________

If Proposer is a Corporation then Proposer’s Corporate Charter Number: ______

RFP No.: 2017-001
NOTICE: With few exceptions, individuals are entitled on request to be informed about the information that governmental bodies of the State of Texas collect about such individuals. Under Sections 552.021 and 552.023, Government Code, individuals are entitled to receive and review such information. Under Section 559.004, Government Code, individuals are entitled to have governmental bodies of the State of Texas correct information about such individuals that is incorrect.

Submitted and Certified By:

________________________________________________________________________
(Proposer Institution’s Name)

________________________________________________________________________
(Signature of Duly Authorized Representative)

________________________________________________________________________
(Printed Name/Title)

________________________________________________________________________
(Date Signed)

________________________________________________________________________
(Proposer’s Street Address)

________________________________________________________________________
(City, State, Zip Code)

________________________________________________________________________
(Telephone Number)

________________________________________________________________________
(FAX Number)
SECTION 3

PROPOSER’S GENERAL QUESTIONNAIRE

NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Proposals must include responses to the questions contained in this Proposer’s General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

3.1 Proposer Profile

3.1.1 Legal name of proposing company:

________________________________________________________________________

Address of principal place of business:

________________________________________________________________________

________________________________________________________________________

Address of office that would be providing service under the Agreement:

________________________________________________________________________

________________________________________________________________________

Number of years in Business: ______________

State of incorporation: ______________

Number of Employees: ______________

Annual Revenues Volume: ______________

Name of Parent Corporation, if any ______________

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.
3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.

3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the Texas Public Information Act (ref. Chapter 552, Government Code), and other applicable law.

3.2 Approach to Project Services

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in Section 5.4 Scope of Work of this RFP.

3.2.2 Proposer will provide an estimate of the earliest starting date for services following execution of the Agreement.

3.2.3 Proposer will submit a work plan with key dates and milestones. The work plan should include:

3.2.3.1 Identification of tasks to be performed;
3.2.3.2 Time frames to perform the identified tasks;
3.2.3.3 Project management methodology;
3.2.3.4 Implementation strategy; and
3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in this RFP. Proposer will include samples of reports and documents if appropriate.
3.3 General Requirements

3.3.1 Proposer will provide summary resumes for its proposed key personnel who will be providing services under the Agreement with University, including their specific experiences with similar service projects, and number of years of employment with Proposer.

3.3.2 Proposer will describe any difficulties it anticipates in performing its duties under the Agreement with University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from University.

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.
Proposal of: __________________________________________

(Proposer Company Name)

To:   The University of Texas at Arlington

RFP No.: 2016-016

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: ____________________________

By: ____________________________

(Authorized Signature for Proposer)

Name: ____________________________

Title: ____________________________
APPENDIX TWO

HUB Subcontracting Plan (HSP)

Quick Checklist

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.

U.T. Arlington RFP #
HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders’ contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(ii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent’s subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

UT-Arlington Agency Goals (Fiscal 2016)

3.86% for Heavy construction other than building contracts
19.89% for Building construction, including general contractors and operative builder contracts
38.25% for Special trades construction contracts
18.48% for Professional services contracts
11.30% for Other Services contracts
21.18% for Commodities contracts

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- Respondent (Company) Name: ____________________________  State of Texas VID #: ____________________________
  Point of Contact: ____________________________  Phone #: ____________________________
  E-mail Address: ____________________________  Fax #: ____________________________
  Is your company a State of Texas certified HUB?  Yes □ - No □
  Requisition #: ____________________________  Bid Open Date: ____________________________

U.T. Arlington RFP #
SECTION 4: RESPONDENT’S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 24 TAC §20.11, a “Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
   - Yes - I will be subcontracting portions of the contract. (If Yes: complete Item b of this SECTION and continue to Item c of this SECTION.)
   - No - I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No: continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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</tbody>
</table>

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/proc/hub/hub-subcontracting-plan).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
   - Yes - If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.
   - No - If No, continue to Item d, of this SECTION.

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract‘ in place for more than five (5) years meets or exceeds the HUB goal the contracting agency identified on page 1 in the “Agency Special Instructions/Additional Requirements.”
   - Yes - If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.
   - No - If No, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed.

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.*
### SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

<table>
<thead>
<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuing contract in place for more than five (5) years.</td>
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Aggregate percentages of the contract expected to be subcontracted: % % %

*Continuous Contract:* Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.
SECTION 3: SELF PERFORMING Justification

If you responded “No” to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.

If you responded “No” to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

SECTION 4: 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 HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they are performing, the approximate dollar value of the subcontracting opportunity, and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/proc/hub/hub-forms/progressassessment.pdf)

- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency’s prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company’s headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature: ___________________________ Printed Name: ___________________________ Title: ___________________________
Date (mm/dd/yyyy): ___________________
HSP Good Faith Effort - Method A (Attachment A)

Enter your company’s name here: ______________________ Requisition #: ______________________

**IMPORTANT:** If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://window.state.tx.us/procurement/prop/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf](http://window.state.tx.us/procurement/prop/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf)

**SECTION A-1: Subcontracting Opportunity**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
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**SECTION A-2: Subcontractor Selection**

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at [http://myopa.cpa.state.tx.us/passcml/search/index.jsp](http://myopa.cpa.state.tx.us/passcml/search/index.jsp). HUB status code “A” signifies that the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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</table>

**REMARKER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
IMPORTANT: If you responded 'No' to SECTION 2, Items c and d of the completed HSP form, you must submit a completed ‘HSP Good Faith Effort - Method B (Attachment B)’ for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sicont-plan-gfe-achm-2.pdf](http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sicont-plan-gfe-achm-2.pdf).

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

**ITEM NUMBER:**

**DESCRIPTION:**

**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB toward that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ Yes (If Yes continue to SECTION B-4.)
- ☐ No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at [http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan](http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan).

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at [http://mycpa.cpa.state.tx.us/bsassrch/search/index.jsp](http://mycpa.cpa.state.tx.us/bsassrch/search/index.jsp). HUB status code “A” signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Texas VID (Do not enter Social Security Numbers)</th>
<th>Date Notice Sent (MM/DD/YYYY)</th>
<th>Did the HUB Respond?</th>
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</tbody>
</table>

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at [http://www.window.state.tx.us/procurement/prog/hub/mwic-links-1](http://www.window.state.tx.us/procurement/prog/hub/mwic-links-1).

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

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<thead>
<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent (MM/DD/YYYY)</th>
<th>Was the Notice Accepted?</th>
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Page 1 of 2
(Attachment B)

U.T. Arlington RFP #

54
## SECTION B-4: Subcontractor Selection

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

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<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
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b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at [http://mycpa.cpa.state.tx.us/passomb/search/index.jsp](http://mycpa.cpa.state.tx.us/passomb/search/index.jsp). HUB status code ‘A’ signifies that the company is a Texas certified HUB.

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<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>Texas VID or federal EIN</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

### REMINDER:

As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov’t Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requirement to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

**SECTION: A PRIME CONTRACTOR’S INFORMATION**

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<thead>
<tr>
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<tbody>
<tr>
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<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
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**SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**

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<tr>
<td>Point-of-Contact:</td>
<td>Bid Open Date: (mm/dd/yyyy)</td>
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<tr>
<td>Requisition #:</td>
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</table>

**SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**

1. Potential Subcontractor’s Bid Response Due Date:

   If you would like for our company to consider your company’s bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than __________ ___ on __________ ___ Central Time. Date (mm/dd/yyyy)

   In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

   (A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

   - [ ] Not Applicable

4. Bonding/Insurance Requirements:

   - [ ] Not Applicable

5. Location to review plans/specifications:

   - [ ] Not Applicable
APPENDIX FOUR

ACCESS BY INDIVIDUALS WITH DISABILITIES

Contractor represents and warrants (EIR Accessibility Warranty) the electronic and information resources and all associated information, documentation, and support Contractor provides to University under this Agreement (EIRs) comply with applicable requirements set forth in 1 TAC Chapter 213, and 1 TAC Section 206.70 (ref. Subchapter M, Chapter 2054, Government Code.) To the extent Contractor becomes aware that EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants it will, at no cost to University, either (1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or (2) replace EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Contractor fails or is unable to do so, University may terminate this Agreement and, within thirty (30) days after termination, Contractor will refund to University all amounts University paid under this Agreement.
APPENDIX FIVE

SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR’S INFORMATION RESOURCES

The specifications, representations, warranties and agreements set forth in Proposer’s responses to this APPENDIX FIVE will be incorporated into the Agreement.

“Information Resources” means any and all computer printouts, online display devices, mass storage media, and all computer-related activities involving any device capable of receiving email, browsing Web sites, or otherwise capable of receiving, storing, managing, or transmitting Data including, but not limited to, mainframes, servers, Network Infrastructure, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled medical and laboratory equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines, printers and service bureaus. Additionally, it is the procedures, equipment, facilities, software, and Data that are designed, built, operated, and maintained to create, collect, record, process, store, retrieve, display, and transmit information.

“University Records” means records or record systems that Proposer (1) creates, (2) receives from or on behalf of University, or (3) has access, and which may contain confidential information (including credit card information, social security numbers, and private health information (PHI) subject to Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191), or education records subject to the Family Educational Rights and Privacy Act (FERPA).

General Protection of University Records

1. Describe the security features incorporated into Information Resources (ref. Section 5.3.4 of this RFP) to be provided or used by Proposer pursuant to this RFP.

2. List all products, including imbedded products that are a part of Information Resources and the corresponding owner of each product.

3. Describe any assumptions made by Proposer in its proposal regarding information security outside those already listed in the proposal.

Complete the following additional questions if the Information Resources will be hosted by Proposer:

4. Describe the monitoring procedures and tools used for monitoring the integrity and availability of all products interacting with Information Resources, including procedures and tools used to, detect security incidents and to ensure timely remediation.

5. Describe the physical access controls used to limit access to Proposer’s data center and network components.

6. What procedures and best practices does Proposer follow to harden all systems that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed?

7. What technical security measures does the Proposer take to detect and prevent unintentional, accidental and intentional corruption or loss of University Records?
8. Will the Proposer agree to a vulnerability scan by University of the web portal application that would interact with Information Resources, including any systems that would hold or process University Records, or from which University Records may be accessed? If Proposer objects, explain basis for the objection to a vulnerability scan.

9. Describe processes Proposer will use to provide University assurance that the web portal and all systems that would hold or process University Records can provide adequate security of University Records.

10. Does Proposer have a data backup and recovery plan supported by policies and procedures, in place for Information Resources? If yes, briefly describe the plan, including scope and frequency of backups, and how often the plan is updated. If no, describe what alternative methodology Proposer uses to ensure the restoration and availability of University Records.

11. Does Proposer encrypt backups of University Records? If yes, describe the methods used by Proposer to encrypt backup data. If no, what alternative safeguards does Proposer use to protect backups against unauthorized access?

12. Describe the security features incorporated into Information Resources to safeguard University Records containing confidential information.

Complete the following additional question if Information Resources will create, receive, or access University Records containing PHI subject to HIPAA:

13. Does Proposer monitor the safeguards required by the HIPAA Security Rule (45 C.F.R. § 164 subpts. A, E (2002)) and Proposer's own information security practices, to ensure continued compliance? If yes, provide a copy of or link to the Proposer's HIPAA Privacy & Security policies and describe the Proposer's monitoring activities and the frequency of those activities with regard to PHI.

Access Control

1. How will users gain access (i.e., log in) to Information Resources?

2. Do Information Resources provide the capability to use local credentials (i.e., federated authentication) for user authentication and login? If yes, describe how Information Resources provide that capability.

3. Do Information Resources allow for multiple security levels of access based on affiliation (e.g., staff, faculty, and student) and roles (e.g., system administrators, analysts, and information consumers), and organizational unit (e.g., college, school, or department)? If yes, describe how Information Resources provide for multiple security levels of access.

4. Do Information Resources provide the capability to limit user activity based on user affiliation, role, and/or organizational unit (i.e., who can create records, delete records, create and save reports, run reports only, etc.)? If yes, describe how Information Resources provide that capability. If no, describe what alternative functionality is provided to ensure that users have need-to-know based access to Information Resources.

5. Do Information Resources manage administrator access permissions at the virtual system level? If yes, describe how this is done.

6. Describe Proposer's password policy including password strength, password generation procedures, password storage specifications, and frequency of password changes. If passwords are not used for authentication or if multi-factor authentication is used to Information Resources, describe what alternative or additional controls are used to manage user access.
Use of Data

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that have access to the environment hosting all systems that would hold or process University Records, or from which University Records may be accessed, to ensure that University Records will not be accessed or used in an unauthorized manner?

2. What safeguards does Proposer have in place to segregate University Records from system data and other customer data and/or as applicable, to separate specific University data, such as HIPAA and FERPA protected data, from University Records that are not subject to such protection, to prevent accidental and unauthorized access to University Records?

3. What safeguards does Proposer have in place to prevent the unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access, or disclosure of University Records?

4. What procedures and safeguards does Proposer have in place for sanitizing and disposing of University Records according to prescribed retention schedules or following the conclusion of a project or termination of a contract to render University Records unrecoverable and prevent accidental and unauthorized access to University Records? Describe the degree to which sanitizing and disposal processes addresses University data that may be contained within backup systems. If University data contained in backup systems is not fully sanitized, describe processes in place that would prevent subsequent restoration of backed-up University data.

Data Transmission

1. Do Information Resources encrypt all University Records in transit and at rest? If yes, describe how Information Resources provide that security. If no, what alternative methods are used to safeguard University Records in transit and at rest?

Complete the following additional questions if Information Resources will be hosted by Proposer:

2. How does data flow between University and Information Resources? If connecting via a private circuit, describe what security features are incorporated into the private circuit. If connecting via a public network (e.g., the Internet), describe the way Proposer will safeguard University Records.

3. Do Information Resources secure data transmission between University and Proposer? If yes, describe how Proposer provides that security. If no, what alternative safeguards are used to protect University Records in transit?

Notification of Security Incidents

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe Proposer’s procedures to isolate or disable all systems that interact with Information Resources in the event a security breach is identified, including any systems that would hold or process University Records, or from which University Records may be accessed.

2. What procedures, methodology, and timetables does Proposer have in place to detect information security breaches and notify University and other customers? Include Proposer’s definition of security breach.

3. Describe the procedures and methodology Proposer has in place to detect information security breaches, including unauthorized access by Proposer’s and subcontractor’s own employees and agents and provide required notifications in a manner that meets the requirements of the state breach notification law.
Compliance with Applicable Legal & Regulatory Requirements

Complete the following additional questions if Information Resources will be hosted by Proposer:

1. Describe the procedures and methodology Proposer has in place to retain, preserve, backup, delete, and search data in a manner that meets the requirements of state and federal electronic discovery rules, including how and in what format University Records are kept and what tools are available to University to access University Records.

2. Describe the safeguards Proposer has in place to ensure that systems (including any systems that would hold or process University Records, or from which University Records may be accessed) that interact with Information Resources reside within the United States of America. If no such controls, describe Proposer’s processes for ensuring that data is protected in compliance with all applicable US federal and state requirements, including export control.

3. List and describe any regulatory or legal actions taken against Proposer for security or privacy violations or security breaches or incidents, including the final outcome.
## UT ARLINGTON 2017 BASEBALL SCHEDULE

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APPENDIX SIX

CALENDAR YEAR 2017 – CONCESSION EVENTS BY VENUE (CONT.)

2017 UTA SOFTBALL SCHEDULE

FEB 10-12 @ASU TOURNAMENT
FEB 17-19 @SELU TOURNAMENT
FEB 24-26 UTA TOURNAMENT (NICHOLLS, UMKC, WICHITA ST)
FEB 28 (DH) ST FRANCIS
MAR 3-5 UTA TOURNAMENT (ST FRANCIS, INCARNATE WORD, TULSA)
MAR 11-12 ULM 1:00/3:00, 12:00
MAR 15 (S) SFA
MAR 18-19 @ULL
MAR 22 (S) HBU
MAR 25-26 GEORGIA SOUTHERN 1:00/3:00, 12:00
MAR 29 (S) UNT
APR 1-2 @TROY
APR 8-9 @GEORGIA STATE
APR 15-16 *USA 3:00/5:00, 1:00
APR 22-23 COASTAL 1:00/3:00, 12:00
APR 29-30 @APP
MAY 2 (DH) HOUSTON 3:00/5:00
MAY 5-6 *TEXAS STATE 4:00/6:00, 1:00
MAY 10 CONFERENCE TOURNAMENT @ TROY
APPENDIX SIX

CALENDAR YEAR 2017 – CONCESSION EVENTS BY VENUE (CONT.)

UT ARLINGTON 2017 TOURNAMENTS

The team listed is the home team and dugout assignments is in parenthesis.

We will bat test **2 hours** before your first game of the tournament.

**FEB. 24-26, 2017**

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**MAR. 3-5, 2017**

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APPENDIX SEVEN
UNIVERSITY OWNED EQUIPMENT and SMALLWARES INVENTORY

Clay Gould Ballpark

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Allan Saxe Stadium

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APPENDIX EIGHT
CONCESSIONS LOCATIONS

CLAY GOULD BALLPARK (Accommodates up to 1,600 guests for a home baseball contest and is the home of UT Arlington Mavericks.)
Located near the intersection of S. Fielder Rd. and W. Park Row Dr.

1400 Allan Saxe Parkway
Arlington, TX 76019

  a. Stand 1  
  b. Various Portable Locations on Concourses as requested/required

ALLAN SAXE FIELD (accommodates up to 622 guests for home softball contest)
Located between W. Park Row Dr. and W. Mitchell St, off of Fielder Rd.

1100 Allan Saxe Parkway
Arlington, TX 76019

  a. Stand 1  
  b. Various Portable Locations on Concourses as requested/required
APPENDIX NINE

REVENUE COLLECTION PROCEDURES

Contractor shall process all cash sales through cash registers, maintain cash register tapes and sales records locally, and make such tapes and records accessible to University upon request.

Contractor shall process all declining balance sales through University’s Mav Money Card System.

Contractor shall account for all catering sales and other credit sales in a manner acceptable to University and consistent with standard industry accounting practices.

Under no circumstances will the University be responsible for any uncollected debt unless a University department, college or school is responsible for the amount owing.

Contractor shall ensure all cash handling procedures are managed in accordance with Contractor’s Policies and Procedures Manual, and Contractor shall provide a copy of such upon University’s request.