REQUEST FOR PROPOSAL

By

The University of Texas at Arlington

for

Transportation Technology Services

RFP No. 2017-013

Submittal Deadline: Thursday, June 15, 2017

Issued: Monday, May 15, 2017
REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of the University

The University of Texas at Arlington is a Carnegie Research-1 “highest research activity” institution. With a projected global enrollment of close to 57,000 in Academic Year 2016-17, UTA is the largest institution in The University of Texas System. Guided by its Strategic Plan Bold Solutions | Global Impact, UTA fosters interdisciplinary research within four broad themes: health and the human condition, sustainable urban communities, global environmental impact, and data-driven discovery. UTA was recently cited by U.S. News & World Report as having the second lowest average student debt among U.S. universities. U.S. News & World Report also ranks UTA fifth in the nation for undergraduate diversity. The University is a Hispanic-Serving Institution and is ranked as the top four-year college in Texas for veterans on Military Times’ 2017 “Best for Vets” list.

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 the 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 Parks and Recreation Services of The University of Texas at Arlington is seeking to obtain a Transportation Technology Service that provides real-time tracking of shuttle buses and an Uber-like experience for riders who request an on-demand golf cart shuttle service. The on-demand service will ideally operate without a dedicated operator and assign drivers and routes based on proximity to the request.

1.3 Objective of this Request for Proposal

The University is soliciting proposals in response to this Request for Proposal, RFP No.2017-013 (this “RFP”), for selection of a qualified vendor to provide Transportation Technology Services (the “Services”) which are more specifically described in Section 5 (Scope of Work) of this RFP.

1.4 Term of the Agreement

The initial term of the resulting Agreement will be for three (3) years, and thereafter the University shall have the right, at its option, to renew the Agreement for up to two (2) additional renewal terms of one (2) years each.

Prices for year one are to be firm. At the end of year one and each renewal (if any), the
rates may be increased, decreased or remain unchanged. If an adjustment is requested by the vendor, the adjustment must be justifiable and substantiated by documentation from a recognized trade index for this service sector or commodity group. The index to be used must be mutually agreed upon by both the vendor and the University at least ninety (90) days prior to the expiration of the then current term. If the price increase is not justifiable and the University and vendor cannot reach a mutually agreeable price, the Agreement may be terminated. Likewise, if the index shows a change in favor of the University, a corresponding decrease in price should be offered. In no instance shall an adjustment exceed 3% of the previous price.

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
The University will accept proposals submitted in response to this RFP until 3:00 p.m., Central Prevailing Time on June 15, 2017 (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”):

Charlie Brooks
Senior Contract Specialist
Email: charles.brooks@uta.edu

The 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 May 29, 2017. The University will have a reasonable amount of time to respond to questions or concerns.

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

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

An evaluation team from the 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. The University may give consideration to additional information if the University deems such information relevant.

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

2.3.1 Threshold Criteria Not Scored
2.3.1.1 Ability of the University to comply with laws regarding Historically Underutilized Businesses; and
2.3.1.2 Ability of the University to comply with laws regarding purchases from persons with disabilities.
2.3.2 Scored Criteria

2.3.1.3 Cost of goods and services (30%)

2.3.1.4 Reputation of the Proposer and of the Proposer's goods or services (15%)
   Survey of references

2.3.1.5 Quality of the Proposer's goods or services (15%)
   Submittal of work examples similar to those used by the University

2.3.1.6 Extent to which the goods or services meet the University's needs (25%)
   a. Is the proposer experienced in this line of work?
   b. Does the proposer have a local presence or plan for ease of submitting print jobs (prefer electronic submission capabilities) and delivery of print jobs in a timely fashion?
   c. Does the proposer have the capacity/ability to handle emergency/unforeseen orders that will arise?
   d. Will the proposer assign a dedicated representative to handle University orders?

2.3.1.7 Proposer's past relationship with the University (5%)
   a. Has the proposer performed satisfactory work for the University previously?
   b. Are there any known issues with this vendor and their previous work for the University?

2.3.1.8 Total long-term cost to the University of acquiring the Proposer's goods or services (5%)
   a. Will the University incur additional costs such as delivery fees or need for special software/apps for order placement and tracking.

2.3.1.9 Any other relevant factors that a private business entity would consider in selecting a vendor (5%)
   a. Does the proposer have a backup/recovery plan in the event of unforeseen issues?
   b. Does the vendor have adequate staff to handle the University's volume?

2.4 Key Events Schedule

Date RFP Issued: May 15, 2017
Pre-Proposal Conference: 9:00 a.m. Central Prevailing (ref. Section 2.6 of this RFP)
Deadline for Questions/Concerns: May 29, 2017 (ref. Section 2.2 of this RFP)
Submittal Deadline: 3:00 p.m. Central Prevailing (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 the 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 the 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 the 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,
HUB Program Coordinator
(817) 272-2039
lauriethompson@uta.edu

2.5.4 Proposer must submit one (1) original of the HSP to the 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.

The 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 the 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 the University with the number of copies of its proposal specified in Section 3.1 of this RFP.

2.5.5 The University may offer Proposer an opportunity to seek informal review of its draft HSP by the 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 Pre-Proposal Conference

The University will hold a pre-proposal conference at ___________[a.m./p.m.], Central Prevailing Time on ___________, ____________, 2015, in Room ___________ of ___________ Building (ref. APPENDIX THREE Campus Map). The pre-proposal conference will allow all Proposers an opportunity to ask the University’s representatives relevant questions and clarify provisions of this RFP.] 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, DUE TO THE COMPLEXITY OF THE REQUIREMENTS AND/OR A SITE VISIT, IN ORDER FOR A PROPOSAL TO BE CONSIDERED. Only proposals submitted from those Proposers that sign the Pre-Proposal Conference Sign-In Sheet and attend the majority of the Pre-Proposal Conference will 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: It is not necessary to reproduce and submit our original RFP document in its entirety. Any exceptions to the RFP content or terms and conditions can simply be noted in your proposal submission.

Note: The 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 the University on or before the Submittal Deadline (ref. Section 2.1 of this RFP) and should be delivered to:

Physical Address
Charlie 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 the 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 the 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 originals of the HUB Subcontracting Plan (ref. Section 2.5 of this RFP and APPENDIX TWO);
3.5.7 Samples of representative work product.
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 the 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).

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

4.2 Payment

The 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 the University receives an invoice for the Services. The 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 (the 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

The 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 Prompt Payment Discount

Notwithstanding any other provision of this Agreement, the University is entitled to a "Prompt Payment Discount" of ___% off of each payment that the University submits within ____ days after University’s receipt of Contractor’s invoice for that payment.
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 the 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 the University’s attention in writing all information in any materials supplied to Contractor (by the 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 the University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that the 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 the 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 the 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 the 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, 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 the 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 the University's premises or in the 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 the 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 the 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 the Contractor and the 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 the 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: Parking and Transportation
University of Texas at Arlington
122 J.D. Wetsel SVC Center
1225 Mitchell St.
Arlington, TX 76019
Attention: Greg Hladik

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 the 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 conduction 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 the 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 the 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 the University, or the other officer of the University as may be designated from time to time by the 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 the 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 the University nor any other conduct, action or inaction of any representative of the University relating to this Agreement constitutes or is intended to constitute a waiver of the University's or the state's sovereign immunity to suit and (ii) the 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 The 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 the 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 the 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 the 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-:VI or better, and in amounts not less than the following minimum limits of coverage:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>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</td>
</tr>
<tr>
<td>and</td>
<td>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>
<tr>
<td>Business Auto Liability</td>
<td>$1,000,000 Combined single limit</td>
</tr>
</tbody>
</table>

*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 Performance *(APPENDIX SEVEN)* and Payment Bonds *(APPENDIX EIGHT)*. In accordance with Section 2252.064, *Texas Government Code*, Contractor will provide the University with performance and payment bonds in the full anticipated contract amount value for the initial term. Thereafter, the amount of the bonds may be adjusted at the beginning of each contract term to reflect the remaining contract value. The bonds will be issued by a surety company authorized to do business in the State of Texas and acceptable to the University’s Representative in all respects. The bonds will be made payable to the University and conditioned upon the prompt and faithful performance of the Services and all of Contractor’s other duties and obligations under this Agreement, including payment of all subcontractors.

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.

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
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, the 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 the University’s Conflicts of Interest Policy, provisions
described by the 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 the 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, the
University may terminate this Agreement in accordance with 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 the Contractor and the 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 the 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 the University to Contractor or created by Contractor or any subcontractors in connection with the Work for the University (collectively, "Work Material"), whether or not accepted or rejected by the University, is the sole property of the 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 the 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 the University in any steps the 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 the University upon expiration or termination of this Agreement. The 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 the University on other projects unless expressly authorized by the 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 the 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 the University, or (3) have access to, records or record systems (collectively, “the University Records”). Among other things, the 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) the 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 the University Records will result in Contractor’s exclusion from eligibility to contract with the University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold the University Records in strict confidence and will not use or disclose the University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the University in writing; (2) safeguard the 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 the University Records are safeguarded and the confidentiality of the 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 the University’s computer systems. At the request of the University, Contractor agrees to provide the University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of the University Records.

4.25.1 Notice of Impermissible Use. If an impermissible use or disclosure of any the 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 the University with all information requested by the 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 the University Records created or received from or on behalf of the University will be
(1) returned to the 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 the University with written notice of Contractor’s intent to destroy the University Records. Within five (5) days after destruction, Contractor will confirm to the University in writing the destruction of the 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 the 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 the University.

4.25.5 Public Information. The 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 the University reasonably determines that Contractor has breached any of the restrictions or obligations set forth in this Section, the University may immediately terminate this Agreement without opportunity to cure.

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 The 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, the 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, the 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 the 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 the University for all fees paid by the University to Contractor that were (a) not earned by Contractor prior to termination, or (b) for goods or services that the 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 the 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 the 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") (ref. ATTACMENT TWO). 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 the University determines that Contractor has failed to subcontract as set out in the HSP, the 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, the University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. The 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 the 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 the University expands the scope of the Services through a change order or any other amendment, the University will determine if the additional Services contains probable subcontracting opportunities not identified in the initial solicitation for the Services. If the 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 the 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 the 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 the University's premises.

Prior to commencing performance of the Services under this Agreement, Contractor will
provide the University a letter signed by an authorized representative of Contractor
certifying compliance with this Section. Contractor will provide the 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 ventures, or agent of the University. Contractor will not bind nor attempt to bind the
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 worker's compensation insurance.
4.36 Access to Documents

To the extent applicable to this Agreement, in accordance with Section 1861(v)(I)(i) of the Social Security Act (42 U.S.C. 1395x) as amended, and the provisions of 42 CFR Section 420.300, et seq., Contractor will allow, during and for a period of not less than four (4) years after the expiration or termination of this Agreement, access to this Agreement and its books, documents, and records; and contracts between Contractor and its subcontractors or related organizations, including books, documents and records relating to same, by the Comptroller General of the United States, the U.S. Department of Health and Human Services and their duly authorized representatives.

4.37 Affirmative Action.

A written copy of Contractor’s Civil Rights "Affirmative Action Compliance Program" is attached as Exhibit _____ to this Agreement and incorporated for all purposes, or if Contractor is not required to have such a written program, the reason Contractor is not subject to such requirement is attached as Exhibit _____ to this Agreement and incorporated for all purposes.

4.38 OSHA Compliance.

To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.
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. As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor.”

5.2 Scope of Work
The Parking & Transportation Services is looking to obtain a service that provides real-time tracking of shuttle buses and an Uber-like experience for riders who request an on-demand golf cart shuttle service. The on-demand service will ideally operate without a dedicated operator and assign drivers and routes based on proximity to the request but, dispatcher-based technology will be considered. Users must be able to toggle between fixed route and demand response capabilities without leaving the application. This application must be one name – the University does not prefer two applications.

Vendor should provide pricing based on one or more the following options:

Option 1: Both Demand Golf Cart Service and Fixed Route Shuttle Services
Option 2: Golf Cart, Demand only, no Fixed Route service
Option 3: Fixed Route Shuttle Service only, no Demand service

Fleet Information:
7 Shuttle Buses
6 Golf Carts

Please provide alternative pricing to add an additional vehicle to service

5.3 Software Components Demand Response Tracking
The proposed system must have the capability to capture and transmit vehicle location information on a real-time basis. System should have an update frequency rate as close to real-time as possible. Please specify refresh rate in Proposal.

- iPhone, Android, Windows & mobile website apps must be included in the system offering for better access and convenience.
- Must include an option to request a ride using computer
- System shall offer detailed area maps, preferably using familiar maps like Google.
- System should be turn-key and is ideally cloud hosted. Vendor should describe their go-live strategy and average release timelines. Ideally, vendor must offer full implementation/installation/release no later than August 20, 2017.
• System shall provide capability for integration of Real-time Transit Data API, including developer documentation. This documentation allows for data querying, with JSON as output.
• Must have capacity for drivers to modify vehicle status to go online/offline from the vehicle.
• Must be able to ‘join’ similar request destinations based on optimized routing.
• Must be able to verify authenticity via Shibboleth or ADFS.

5.4 Software Component Fixed Route Tracking
The proposed system must have the capability to capture and transmit vehicle location information on a real-time basis. System should have an update frequency rate as close to real-time as possible. Please specify refresh rate in Proposal.
• iPhone, Android, Windows & mobile website apps must be included in the system offering for better access and convenience.
• Must have capacity for drivers to modify vehicle status to go online/offline/out of service from the vehicle.
• System shall offer detailed area maps, preferably using familiar maps like Google.
• System should be turn-key and is ideally cloud hosted. Vendor should describe their go-live strategy and average release timelines. Vendor must offer full implementation/installation/release no later than August 20, 2017.
• System shall provide capability for integration of Real-time Transit Data API, including developer documentation. This documentation allows for data querying, with JSON as output.

5.5 Passenger Components
System should have the ability to incorporate information from nearby agencies to present a unified presence across all passenger facing components (Website, mobile web, mobile applications, public displays and SMS texting).

5.5.1 Public Website - Users shall have ability to view only the assigned vehicle/ride.

5.5.1.1 Users shall have the System remember requested rides from previous requests.
5.5.1.2 Vendor shall have capability to utilize customer-supplied logos/graphics to identify customer’s transit system. Vendor will also provide a web address that is easy to market to riders. Vendor to also provide an outline of the marketing plan and support available to the customer.
5.5.1.3 System shall continuously update the web page (whenever a new estimated time of arrival (ETA) is determined, shuttle is added/removed, etc.), without the user being required to refresh the webpage.
5.5.1.4 System must provide estimated time of arrivals for the assigned vehicle. System shall provide arrival estimates that are updated in real-time, without the need to refresh the page.
5.5.2 Mobile Phone Access

5.5.2.1 System should allow riders to access arrival estimates via SMS text messaging (particularly for phones that may not have smartphone & web capability).
5.5.2.2 For phones with GPS capability, System should provide geo-location features to allow riders to identify location on map.

5.5.3 Smartphone Access

5.5.3.1 For smartphones (iPhone, Android, and Windows), System should provide interface that shows steady vehicle movement without reloading. All vehicles within the system must move fluidly, without hopping or jumping from location to location.
5.5.3.2 For smartphones with GPS capability, System should provide geo-location features to allow riders to identify location on map. This geo-location capability must be a separate button within the smartphone application.

5.5.3.2.1 System should provide a free-to-download native iPhone application.
5.5.3.2.2 System should provide a free-to-download native Android application.
5.5.3.2.3 System should provide a free-to-download native Windows application.
5.5.3.2.4 System shall provide an optional notification platform for riders. This notification platform must have a platform within the application that provides distributed information from system administrators. The notification platform must also provide a system outside of the application that is capable of providing a push notification to riders, without activating the ringer.
5.5.3.2.5 System should allow riders to set automatic notifications when their vehicle is predicted to arrive in a predetermined amount of time. The proposed system must provide a robust alerts system, including the capability to see alerts at any time, as well as the ability to provide push notifications outside of the app. Announcements must be capable of being tagged as “urgent” or “not urgent”, changing the display of each announcement to riders.
5.5.3.2.6 System must have a fare payment collection system built into the application. Please describe settlement process for how funds are deposited to the University and any associated fees.

5.5.3.2.6.1 System must have a gratuity payment collection system built into the application.
5.5.3.2.6.2 Fare payment system must be built naturally into the process of requesting a ride. Users should not jump from requesting a ride to a separate payment screen to request confirmation.

5.5.3.2.6.3 Fare payment system must accept common credit cards and PayPal payment.

5.5.3.2.6.4 Vendor must be the merchant of record and assume responsibility for PCI compliance and security of the credit card numbers. Vendor must also provide an administration portal to:
- Add or remove Parking and Recreation Employees
- Add, remove or ban users
- Display all financial transactions and provide a method for dispute resolution and refunds

5.5.3.2.6.5 The vendor must disclose the kinds of data being tracked by the mobile applications

5.5.3.2.6.6 The submitted Proposal must include a requirement for the Service Provider Practices Attestation to be completed and submitted electronically:


5.6 Management Concepts

5.6.1 Management Software Requirements

5.6.1.1 System shall provide real-time graphical displays of vehicle location using map interface. Map interface should allow for routing on sidewalks where roads may not show on a college campus.

5.6.1.2 System should provide an interface that automatically assigns vehicles to requested riders based on a pre-determined priority.

5.6.1.3 System shall provide a management interface to allow assignment of vehicles to requests by dispatchers.

5.6.1.4 Interface should be intuitive and simple to use.

5.6.1.5 System shall allow announcements to be posted immediately or in advance for posting at predefined time. System shall also allow announcements to be removed automatically at a pre-defined time in the future.

5.6.1.6 System shall provide interface for providing vehicle specific announcements. The system must be capable of releasing these announcements immediately, or at a predefined time.

5.6.1.7 System shall provide instant replay viewing capability for all requests and vehicles. Administrators must be able to use instant replay in order to see individual vehicle locations and data, including speed, passenger load, name of vehicle, and driver.
5.6.1.8 System shall include capability to display visualized aggregated origin and destination data. Administrators must be capable of identifying specific trip pairs visually. System shall allow for specific trip pairs to be clearly identified. Failure to include this capability invalidates RFP response.
5.6.1.9 All back end administrative tools and functions shall be available on cloud based web portal. Solution must be 100% cloud based so that login will be able to take place via a web portal at any time of the day.
5.6.1.10 New accounts for login to the system must be able to be created instantaneously upon request. There should be at least three options for account privileges (dispatcher, viewer, admin, etc...)
5.6.1.11 Certain management functions (e.g. assigning vehicles, adding call-in requests) shall be allowed from internet-enabled smartphones.

5.6.2 Reports

System shall provide web-based reports that allow customer to run transit system more efficiently.

Desired reports include:
- Mileage Tracking
- Total Passengers
- Rides by Status
- Rides by Gender
- Rides by Source
- Wait Time
- Ride Duration
- Rides by Period
- Combined Vehicle Mileage
- Individual Vehicle Mileage
- Top Origins
- Top Destinations

5.6.2.1 Ability to see all of a particular report for a day
5.6.2.2 Reports shall minimally allow for time based comparison (e.g. last week vs. this week) and historical reporting.
5.6.2.3 Reporting system must have Instant Replay Viewer functionality, showing where all vehicles are on the map on a configurable timeline using stored data.
5.6.2.4 Reports shall minimally be exportable to standard Microsoft document format (Excel) through one click capability. Administrators must be able to see all data in this format with one click. Administrators must have the capability to schedule reports to be exported (via e-mail) at custom intervals.

5.6.3 Support
5.6.3.1 Vendor will provide 24-7 support when needed in case of severe emergencies.
5.6.3.2 Vendor should be accessible via phone, web and e-mail.
5.6.3.3 Turnaround response time of vendor for any mission critical component of the system should not exceed 4 hours.
5.6.3.4 Support shall be available during normal business hours. Standby support shall be available at all other times, including nights, weekends, and holidays.
5.6.3.5 Vendor must offer an online support system for ticket submission and troubleshooting.
5.6.3.6 Vendor must offer a 2 hour critical support time-to-response.
5.6.3.7 Vendor must have a standby support member available at all times.
5.6.3.8 Vendor must offer a dedicated service agent for provision of all system updates, including building all system updates.
5.6.3.9 Vendor must offer dedicated data team for all changes to the system. These changes must be made through a member of the vendor’s support team.
5.6.3.10 Vendor must offer unlimited changes through the vendor’s support team.

5.6.4 Hardware

5.6.4.1 At the time of installation, the hardware must be the current technology available and compatible with the vendor’s software.
5.6.4.2 Proposed system must be installed with minimally invasive techniques. Proposed system must not compromise existing vehicle integrity.
5.6.4.3 Hardware shall remain under warranty for the initial term of the agreement.
5.6.4.4 Proposed system must offer new equipment with the latest technology at time of replacement and/or installation.
5.6.4.5 Vehicle drivers must not have any interaction with in-vehicle hardware while driving. Drivers and operators must not select rides.
5.6.4.6 On Demand drivers must not at any time be able to choose requests or prefer certain ride requests over others.
5.6.4.7 On-Demand hardware must be securely installed with the ability to remove portable components for overnight storage.

5.6.5 Software

5.6.5.1 At the time of implementation, the software must be the current version and compatible with the vendor’s hardware.
5.6.4.2 Vendor must always ensure that the Transit Agency is utilizing the latest approved software version available.
5.6.4.3 Proposed system must offer automatic software updates during off-peak hours. These updates must be installed without transit administrator input.
5.6.4.4 All proposed system software must be cloud-based.
5.6.4.5 Proposed system database must be stored on geo-redundant servers, capable of avoiding catastrophic failure.

5.6.6 Training

5.6.6.1 Vendor shall also provide optional web-based training to all dispatchers, supervisors, administrators, and maintenance technicians prior to deployment of system and on an as-needed basis for future trainees.
5.6.6.2 Vendor must provide training prior to deployment of the proposed system.
5.6.6.3 Vendor must have dedicated support team available 24/7/365 for the training of additional members.

APPENDIX ONE

PROPOSAL REQUIREMENTS
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SECTION 1

GENERAL INFORMATION
1.1 Purpose

The 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

The 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 the University as having received a copy of this RFP. Only the 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 the 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 the 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 the 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 the 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 the University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information.

The 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, the 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 Section 4 of this RFP, and (ii) is otherwise acceptable to the University in all respects (the “Agreement”).

1.5 Proposal Evaluation Process

The 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 the 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, the University may invite one or more selected Proposers to participate in oral presentations. The University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

The 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, the University may defer further action on proposals not included within the competitive range pending the selection of Contractor; provided, however, the University reserves the right to include additional proposals in the competitive range if deemed to be in the best interest of the University.

After the Submittal Deadline but before final selection of Contractor, the 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. The University will provide each Proposer within the competitive range with an equal opportunity for discussion and revision of its proposal. The University is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to the University overall, as determined by University.
The 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 the 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 the 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 TWO), 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 the University has made no representation written or oral that one or more agreements with the University will be awarded under this RFP; (2) University issues this RFP predicated on the University's anticipated requirements for the Services, and the University has made no representation, written or oral, that any particular scope of services will actually be required by the 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 the University.

1.8.3 The 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 the University, at the 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 The University makes no warranty or guarantee that an award will be made as a result of this RFP. The 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 the University’s best interest. The 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 the University, at the 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 the University, in the 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 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 the University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule
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. The 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 the 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).
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.

The 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 or FAX transmission.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to the 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 the University’s consent, which will be based on Proposer’s written request explaining and documenting the reason for withdrawal, which is acceptable to the 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 the 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 the University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with the 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. The University will rely on such statements, information and representations in selecting Contractor. If selected by the University, Proposer will notify the 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.

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 the 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 the 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).

• All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before the 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.: 2017-013

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.

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)
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 Proposer 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, the 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 the 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 the 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 the 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 the 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 the 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 the University and how Proposer plans to manage these difficulties. Proposer will describe the assistance it will require from the 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 the 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.

SECTION 4

ADDENDA CHECKLIST

Proposal of: ________________________________
(Proposer Company Name)

To: The University of Texas at Arlington

Ref.: ____________ Services related to the _____________________________

RFP No.: ____________________

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 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. - 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 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), 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 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."
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 Underserved Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (invitation).

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,
- 32.3 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(1)(D)(iii), 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.

FY2017 UT Arlington Agency Goals:

3.98% Heavy construction other than building contracts
21.19% Building construction, including general contractors and operative builders’ contracts
37.74% Special trade construction contracts
18.48% Professional services contracts
11.50% Other services contracts
21.25% Commodities contracts

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent/Company Name: ________________________________ State of Texas VID #: ______________
   Point of Contact: ____________________________________________ Phone #: _______________________
   E-mail Address: _____________________________________________ Fax #: _______________________

b. Is your company a State of Texas certified HUB? [ ] Yes [ ] No

c. Requisition #: __________________________ Bid Open Date: __________/________/_____

(End of page 1)
SECTION 2  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 and services will be subcontracted. Note: In accordance with 34 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 and services. (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).

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Aggregated percentages of the contract expected to be subcontracted:

Note: If you have more than thirteen subcontracting opportunities, a continuation sheet is available online at [https://www.comptroller.texas.gov/purchasing/vendp/hubforms.php](https://www.comptroller.texas.gov/purchasing/vendp/hubforms.php).

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 c 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 Specific 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 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 CDA 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).

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<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
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**Aggregate percentages of the contract expected to be subcontracted:**

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<th>Percentage of the contract expected to be subcontracted to HUBs</th>
<th>Percentage of the contract expected to be subcontracted to HUBs with which you have a continued contract in place for more than five (5) years</th>
<th>Percentage of the contract expected to be subcontracted to HUBs with which you have a continued contract in place for more than five (5) years</th>
<th>Percentage of the contract expected to be subcontracted to non-HUBs</th>
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*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 services 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.*

---

HSP – SECTION 2
(Continuation Sheet)
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.

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 registration:

- 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 (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.

- 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 https://www.comptroller.texas.edu/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).

- 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.

<table>
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<tr>
<th>Signature</th>
<th>Printed Name</th>
<th>Title</th>
<th>Date (mm/dd/yyyy)</th>
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Reminder:

➤ If you responded “Yes” to SECTION 2, Items c or d, you must complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.

➤ If you responded “No” to SECTION 2, Items c and d, you must complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.
HSP Good Faith Effort - Method A (Attachment A)

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

**IMPORTANT:** If you responded “Yes” in 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 https://www.comptroller.texas.gov/purchasing/docs/sub-forms/hub-subcontract-plan-a4a-04m-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>
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<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 Buyer List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mcrea.epa.state.tx.us/psussen/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>Approximately Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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**REMEMBER:** 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 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.

Page 1 of 1
(Attachment A)
HSP Good Faith Effort - Method B (Attachment B)

Enter your company’s name here: 
Requisition #:

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 also obtain this form or download the form at http://www.comptroller.texas.gov/purchasing/hubs-forms/hub/about-plan-gfe-hub-ja.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 towards 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 https://www.comptroller.texas.gov/purchasing/about-forms/hub/subcontracting/opportunity-notification-form.pdf.

Attach supporting documentation (i.e., certified letter, tax, 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 declared a normal business day of a state agency, not including weekends, federal or state holidays, or days that 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 notification 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://www.gsa.state.tx.us/bidssearch/index.jsp. HUB status code “X” 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 (month/day/year)</th>
<th>Did the HUB Respond?</th>
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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 membership/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 https://www.comptroller.texas.gov/purchasing/vendorhub/resources.php.

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 accepted or rejected your notice.

<table>
<thead>
<tr>
<th>Trade Organizations or Development Centers</th>
<th>Date Notice Sent (month/day/year)</th>
<th>Was the Notice Accepted?</th>
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<td>□ - Yes □ - No</td>
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Page 1 of 2
(Attachment B)
**HSP Good Faith Effort - Method B (Attachment B) Cont.**

**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 this attachment.

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

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
</tr>
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<tbody>
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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://mygea.egx.state.tx.us/hubcentral/search/index.jsp](http://mygea.egx.state.tx.us/hubcentral/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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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 practically 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 (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.

Page 2 of 2
(Attachment B)
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 has identified below in Section B that subcontracting opportunities are probable under the requirement to which my company will be responding.

34 Texas Administrative Code §210.14 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 §211.1101(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

Company Name: ___________________________ State of Texas VID #: _______________________
Point-of-Contact: ___________________________ Phone #: ________________________________
E-mail Address: ___________________________ Fax #: _________________________________

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: ____________________________ Phone #: ________________________________
Point-of-Contact: __________________________ Requisition #: ___________________________
Bid Date: mm/dd/yyyy

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 _____________________ U.S. (mm/dd/yyyy)

   In accordance with 34 TAC §210.14, 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 its 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 serve members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §211.1101(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 is 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

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# HUB Subcontracting Plan (HSP)
## Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

<table>
<thead>
<tr>
<th>Contract/Requisition Number:</th>
<th>Date of Award:</th>
<th>Object Code:</th>
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<tr>
<th>Contracting Agency/University Name:</th>
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<tr>
<th>Contractor (Company) Name:</th>
<th>State of Texas VID #:</th>
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<tr>
<th>Point of Contact:</th>
<th>Phone #:</th>
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<tr>
<th>Reporting (Month) Period:</th>
<th>Total Amount Paid this Reporting Period to Contractor: $ -</th>
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**Report HUB and Non-HUB subcontractor information**

When verifying subcontractors' HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized (HUB) Directory Search located at: [http://mycpa.cpa.state.tx.us/pasacmbldirectory/index.jsp](http://mycpa.cpa.state.tx.us/pasacmbldirectory/index.jsp). HUB status code “A” signifies that the company is a Texas certified HUB.

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>Texas certified HUB (Yes or No)</th>
<th>Texas VID or federal EIN do not enter double slashes slashes. If you do not know their VID/EIN, leave that VID/EIN field blank</th>
<th>Total Contract $ Amount from HUB with Subcontractor</th>
<th>Total $ Amount Paid this Reporting Period to Subcontractor</th>
<th>Total Contract $ Amount Paid to Date to Subcontractor</th>
<th>Object Code (Agency Use Only)</th>
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**TOTALS:**

<table>
<thead>
<tr>
<th>Total Contract $ Amount from HUB with Subcontractor</th>
<th>Total $ Amount Paid this Reporting Period to Subcontractor</th>
<th>Total Contract $ Amount Paid to Date to Subcontractor</th>
<th>Object Code (Agency Use Only)</th>
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Signature: ________________________  Title: ________________________  Date: ________________________

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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. [NOTE: ADD THE FOLLOWING IF THIS RFP IS PROCURING AN INFORMATION RESOURCES TECHNOLOGY PROJECT WITH DEVELOPMENT COSTS THAT (A) EXCEED $1 MILLION AND (B) (1) REQUIRES ONE YEAR OR LONGER TO REACH OPERATIONAL STATUS; (2) INVOLVES MORE THAN ONE INSTITUTION OF HIGHER EDUCATION OR STATE AGENCY; OR (3) SUBSTANTIALLY ALTERS WORK METHODS OF INSTITUTIONS OF HIGHER EDUCATION OR AGENCY PERSONNEL OR THE DELIVERY OF SERVICES TO CLIENTS [SEE 1 TAC Section 213.38 (g)]: Contractor will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by University or University’s third party testing resources as required by 1 TAC Section 213.38(g).]
APPENDIX FIVE

ELECTRONIC AND INFORMATION RESOURCE ENVIRONMENT SPECIFICATIONS

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

Basic Specifications

1. If the EIR will be hosted by University, please describe the overall environment requirements for the EIR (size the requirements to support the number of concurrent users, the number of licenses and the input/output generated by the application as requested in the application requirements).

   A. Hardware: If Proposer will provide hardware, does the hardware have multiple hard drives utilizing a redundant RAID configuration for fault tolerance? Are redundant servers included as well?
   B. Operating System and Version:
   C. Web Server: Is a web server required? If so, what web application is required (Apache or IIS)? What version? Are add-ins required?
   D. Application Server:
   E. Database:
   F. Other Requirements: Are any other hardware or software components required?
   G. Assumptions: List any assumptions made as part of the identification of these environment requirements.
   H. Storage: What are the space/storage requirements of this implementation?
   I. Users: What is the maximum number of users this configuration will support?
   J. Clustering: How does the EIR handle clustering over multiple servers?
   K. Virtual Server Environment: Can the EIR be run in a virtual server environment?

2. If the EIR will be hosted by Proposer, describe in detail what the hosted solution includes, and address, specifically, the following issues:

   A. Describe the audit standards of the physical security of the facility; and
   B. Indicate whether Proposer is willing to allow an audit by University or its representative.

3. If the user and administrative interfaces for the EIR are web-based, do the interfaces support Firefox on Mac as well as Windows and Safari on the Macintosh?

4. If the EIR requires special client software, what are the environment requirements for that client software?

5. Manpower Requirements: Who will operate and maintain the EIR? Will additional University full time employees (FTEs) be required? Will special training on the EIR be required by Proposer’s technical staff? What is the estimated cost of required training.

6. Upgrades and Patches: Describe Proposer’s strategy regarding EIR upgrades and
patches for both the server and, if applicable, the client software. Included Proposer’s
typical release schedule, recommended processes, estimated outage and plans for next
version/major upgrade.

**Security**

1. Has the EIR been tested for application security vulnerabilities? For example, has the EIR
been evaluated against the Open Web Application Security Project (OWASP) Top 10 list
that includes flaws like cross site scripting and SQL injection? If so, please provide the
scan results and specify the tool used. University will not take final delivery of the EIR if
University determines there are serious vulnerabilities within the EIR.

2. Which party, Proposer or University, will be responsible for maintaining critical EIR
application security updates?

3. If the EIR is hosted, indicate whether Proposer’s will permit University to conduct a
penetration test on University’s instance of the EIR.

4. If confidential data, including HIPAA or FERPA data, is stored in the EIR, will the data be
encrypted at rest and in transmittal?

**Integration**

1. Is the EIR authentication Security Assertion Markup Language (SAML) compliant? Has
Proposer ever implemented the EIR with Shibboleth authentication? If not, does the EIR
integrate with Active Directory? Does the EIR support TLS connections to this directory
service?

2. Does the EIR rely on Active Directory for group management and authorization or does
the EIR maintain a local authorization/group database?

3. What logging capabilities does the EIR have? If this is a hosted EIR solution, will University
have access to implement logging with the University’s standard logging and monitoring
tools, RSA’s Envision?

4. Does the EIR have an application programming interface (API) that enables us to
incorporate it with other applications run by the University? If so, is the API .Net based?
Web Services-based? Other?

5. Will the University have access to the EIR source code? If so, will the EIR license permit
University to make modifications to the source code? Will University’s modifications be
protected in future upgrades?
6. Will Proposer place the EIR source code in escrow with an escrow agent so that if Proposer is no longer in business or Proposer has discontinued support, the EIR source code will be available to the University.

**Accessibility Information**

Proposer must provide the following, as required by [1 TAC Section 213.38(b)](https://example.com):

Accessibility information for the electronic and information resources (EIR)\(^1\) products or services proposed by Proposer, where applicable, through one of the following methods:

(A) URL to completed Voluntary Product Accessibility Templates (VPATs)\(^2\) or equivalent reporting templates;

(B) accessible electronic document that addresses the same accessibility criteria in substantially the same format as VPATs or equivalent reporting templates; or

(C) URL to a web page which explains how to request completed VPATs, or equivalent reporting templates, for any product under contract; and

2. Credible evidence of Proposer’s capability or ability to produce accessible EIR products and services. Such evidence may include, but is not limited to, Proposer’s internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.

---

\(^1\) Electronic and information resources are defined in [Section 2054.451, Government Code](https://example.com) and [1 TAC Section 213.1 (6)](https://example.com).

\(^2\) Voluntary Product Accessibility Templates are defined in [1 TAC Section 213.1 (19)](https://example.com). For further information, see this [VPAT document](https://example.com) provided by the Information Technology Industry Council.
APPENDIX SIX
SECURITY CHARACTERISTICS AND FUNCTIONALITY OF CONTRACTOR’S INFORMATION RESOURCES

The specifications, representations, warranties and agreements set forth in Proposer’s responses to this APPENDIX SIX 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.

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 the 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 subparts. 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.

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**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.

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

7. What administrative safeguards and best practices does Proposer have in place to vet Proposer's and third-parties' staff members that would have access to the environment hosting University Records to ensure need-to-know-based access?

8. What procedures and best practices does Proposer have in place to ensure that user credentials are updated and terminated as required by changes in role and employment status?

9. Describe Proposer's password policy including password strength, password generation procedures, 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 the 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 the 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.
APPENDIX SEVEN

PERFORMANCE BOND

Surety Bond No._____________________

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF §

That we, ____________________________, as Principal, and ____________________________, as Surety, are hereby held and firmly bound unto the State of Texas as Obligee in the penal sum of ____________________________ ($_____________) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through ____________________________, dated ________________, 20___, for ____________________________.

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said contract in accordance with the plans and specifications and contract documents, and shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event that the Principal is declared in default under the said contract, the Surety will within Fifteen (15) days of the State of Texas' declaration of such default take over and assume completion of said contract and become entitled to the payment of the balance of the contract price. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said contract, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said contract or to the work or to the specifications.

By signature hereon, if the amount of this bond exceeds $100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

(1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

(2) had reinsured any liability in excess of $100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.
IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this __________ day of ____________________________ in the year ______, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)
__________________________
Principal

ATTEST:
By: _________________________  By: _________________________
__________________________  _________________________
(Typed Name and Title)  (Typed Name and Title)

(Seal)
__________________________
Surety

ATTEST:
By: _________________________  By: _________________________
__________________________  _________________________
(Typed Name and Title)  (Typed Name and Title)

Surety's Texas Local Recording
Agent or Resident Agent:
__________________________
(Signature)
__________________________
(Typed Name)
License No. ________________

File No. ________________

Address: ________________________  Address: ________________________
__________________________  ________________________
Telephone No.: ________________  Telephone No.: ________________
APPENDIX EIGHT
PAYMENT BOND

Surety Bond No. _________________

STATE OF TEXAS §
COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

That we, ______________________________________________________, as Principal, and
________________________________________________________, as Surety, are hereby held and
firmly bound unto the State of Texas as Obligee in the penal sum of
_________________________________________________________ ($__________) for the payment
whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators, and
successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain
contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through
The University of Texas Health Center at Tyler, on behalf of the Northeast Texas
Telecommunications Network (also known as the Northeast Texas Initiative), dated
______________________, ______, for __________________________________________
(Project No. _______).

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make
payments to all claimants of all persons supplying labor and materials in the prosecution of the work provided
for in said contract, then this obligation shall be null and void, but otherwise it shall remain in full force and
effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor,
materials, or supplies used in the performance of the said contract, the Surety will, upon receipt of notice
from the State of Texas or a claim in the form required by law, satisfy all undisputed balances due, and make
arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no
event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials, or supplies
exceed the penalty of this bond.

This Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's
fees, incurred by the State of Texas by reason or on account of any breach of this obligation by Surety.

Provided further, that this bond is made and entered into for the protection of all claimants supplying
labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall
have a direct right of action under the bond. If any legal action is filed upon this bond, venue shall be in the
county where the said contract is to be performed.

By signature hereon, if the amount of this bond exceeds $100,000, then the Surety attests that at the
time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

(1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to
qualify as a surety on obligations permitted or required under federal law; or

(2) had reinsured any liability in excess of $100,000 by a reinsurer holding a certificate of authority
from the United States Secretary of the Treasury.
IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their respective seals this ______________ day of ____________________________ in the year ______, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)  
Principal

ATTEST:
By: ____________________________  By: ____________________________

_____________________________  ______________________________
(Typed Name and Title)  (Typed Name and Title)

(SEAL)

Surety

ATTEST:
By: ____________________________  By: ____________________________

_____________________________  ______________________________
(Typed Name and Title)  (Typed Name and Title)

Surety's Texas Local Recording  Surety's Home Office Agent or Servicing
Agent or Resident Agent:  Agent:

_____________________________
(Signature)

_____________________________
Title: __________________________

(Typed Name)

License No. ______________________

File No. _________________________

Address: ________________________  Address: _______________________

_____________________________
_____________________________
Telephone No.: __________________ Telephone No.: __________________