

# **REQUEST FOR PROPOSAL**

**by**

**The University of Texas at San Antonio**

**for**

**Selection of a Vendor to Provide**

**Athletic Charter Bus Services**

**RFP No. 743-2026-RFP-1506**

**Submittal Deadline: July 20, 2026**

Issued: June 18, 2026

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

SECTION 1: INTRODUCTION ..... 3

SECTION 2: NOTICE TO PROPOSER ..... 5

SECTION 3: SUBMISSION OF PROPOSAL ..... 8

SECTION 4: TERMS AND CONDITIONS ..... 10

SECTION 5: SPECIFICATIONS AND ADDITIONAL QUESTIONS ..... 11

SECTION 6: PRICING AND DELIVERY SCHEDULE ..... 21

Attachments:

- APPENDIX ONE: PROPOSAL REQUIREMENTS
- APPENDIX TWO: SAMPLE AGREEMENT
- APPENDIX THREE: SUBCONTRACTING PLAN
- APPENDIX FOUR: CAMPUS MAP

## **SECTION 1 - INTRODUCTION**

### **1.1 Description of University**

The University of Texas at San Antonio (UT San Antonio) is a nationally recognized, top-tier public research university that unites the power of higher education, biomedical discovery and healthcare within one visionary institution. As the third-largest research university in Texas and a Carnegie R1-designated institution, UT San Antonio is a model of access and excellence, advancing knowledge, social mobility and public health across South Texas and beyond.

**Governance.** UT San Antonio is a component of The University of Texas System (UT System) and a state agency and institution of higher education.

**Website** <https://www.utsa.edu/>

**Campus Map** [Campus Map](#)

**Industries** Higher Education

**Company size** More than 17,000 faculty and staff

**Headquarters** San Antonio, TX

**Type** Higher Educational

**Founded** 1969

**Specialties** Science, Engineering, Medicine, Health, Liberal Arts, AI, Cybersecurity, Business and Education

1.1.1 If viewing this solicitation information on the Texas Electronic State Business Daily "ESBD", click the link below to view or submit a response to this RFP.

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UTSA>

### **1.2 Background and Special Circumstances**

The University of Texas at San Antonio is seeking to establish a contractual relationship with one (1) or more qualified and vetted vendors to provide local charter bus transportation services in support of Athletics travel. The selected vendor(s) will be evaluated and determined to provide the best value to the University, ensuring reliable, safe, and cost-effective transportation for student-athletes, coaches, and staff.

UTSA currently maintains three (3) existing charter bus services agreements that support non-athletics transportation needs across the University. This procurement is intended to complement and, where appropriate, align with existing services by addressing the unique scheduling, operational, and service requirements specific to Athletics travel.

### **1.3 Objective of Request for Proposal**

The University of Texas at San Antonio (University) is soliciting proposals in response to this Request for Proposal, RFP No. 743-2026-RFP-1506 (this "RFP"), for the selection of one (1) or more qualified and vetted vendors to provide local charter bus transportation services (the "Services") and perform work (the "Work") more specifically described in Section 5.4 (Scope of Work) of this RFP.

Services will primarily support Athletics travel, including transportation for student-athletes, coaches, and staff to competitions, practices, airports, hotels, and other Athletics-related events.

## Expected Outcomes:

- Establish a list of approved, qualified, and vetted charter bus service providers with demonstrated experience and a strong performance record
- Ensure dependable, safe, and responsive transportation services that meet the operational needs of UTSA Athletics
- Achieve consistent and competitive pricing structures to support budget planning and cost control
- Develop direct vendor relationships that enhance service coordination and flexibility
- Deliver overall best value to the University

#### 1.4 Group Purchase Authority

Texas law authorizes institutions of higher education (defined by [§61.003, Education Code](#)) to use the group purchasing procurement method (ref. §§[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 fourteen institutions 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 RFP could give rise to additional purchase volumes. As a result, in submitting its proposal, Proposer should consider proposing a pricing model and other commercial terms that take into account the higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP. Any purchases made by other institutions based on this RFP will be the sole responsibility of those institutions.

#### 1.5 Preferred Suppliers

To the extent authorized by the Constitution and laws of the State of Texas, the successful Proposer(s) will be designated as a Preferred Supplier(s) to provide athletic charter bus services for The University of Texas at San Antonio for the duration of the contract. This preferred supplier status means to the greatest extent possible that no other supplier should be contracted to provide similar services during the term of this agreement. The contractor must ensure the availability of sufficient resources to meet all transportation needs as outlined in this RFP. Should any Texas laws, orders, or decrees directly impact the successful Proposer's Preferred Supplier rights as defined in this Section 1.5, the successful Proposer's Preferred Supplier designation will be modified to comply with such state laws, orders, or decrees.

The successful Proposer's preferred supplier rights will be limited only to athletic charter bus services. Examples of specific exceptions to such preferred supplier rights include, but are not limited to, the following:

- (a) Emergency Transportation: Any transportation services required in emergency situations that cannot be fulfilled by the Proposer.
- (b) Special Events: Transportation services for special events that require unique or specialized vehicles not covered under this agreement.

## **SECTION 2 - NOTICE TO PROPOSER**

### **2.1 Submittal Deadline**

University will accept proposals until 2:30p.m. Central Time, on Monday, July 20, 2026 (**Submittal Deadline**).

### **2.2 RFP Contact Information and Questions**

Interested parties may direct questions about this RFP to:

Sheila Darcey, CTCD  
 Senior Procurement Specialist  
 Email to: [Sheila.darcey@utsa.edu](mailto:Sheila.darcey@utsa.edu)  
 Subject Line: RFP No. 743-2026-RFP-1506

University instructs interested parties to restrict all contact and questions regarding this RFP to written communications through the UTSA Sourcing Portal @ <https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=UTSA>, delivered (i) in accordance with this Section on or before **2:30p.m., on Monday, June 29, 2026 (Question Deadline)**, or (ii) if questions relate to Historically Underutilized Businesses, in accordance with **Section 2.5**. All questions, inquiries, and requests for clarification shall be submitted through the sourcing portal of the Q&A board within the sourcing event. In the interest of transparency, only written questions will be accepted. A Proposer that contacts someone other than the University Contact regarding the solicitation may be disqualified.

University will provide responses as soon as practicable following the Question Deadline. University intends to respond to all timely submitted questions. However, University reserves the right to decline to respond to any question.

### **2.3 Criteria for Selection**

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

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

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. University may consider additional information if University determines the information is relevant.

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

#### **2.3.1 Threshold Criteria Not Scored**

2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and

2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

## 2.3.2 Scored Criteria

## 2.3.2.1 Cost of goods and services (30%)

**Ref. Section 6** - Pricing and Delivery Schedule

## 2.3.2.2 Proposer's Reputation and Past Relationship with the University (10%)

- **Ref. Section 5.3.8.1** – Customer reference list
- **Ref. Section 5.3.8.2** – Key personnel qualifications and experience
- **Ref. Section 5.3.8.3** – Prior relationship and experience with similar entities

## 2.3.2.3 Quality of the Proposer's goods or services (25%)

- **Ref. Section 5.3.9.1** – Service support philosophy
- **Ref. Section 5.3.9.2** – Quality assurance program
- **Ref. Section 5.3.9.3** – Contingency/disaster recovery plan

## 2.3.2.4 Extent to which the goods or services meet the University's needs (30%)

- **Ref. Section 5.3.10.1** – Service approach and unique benefits
- **Ref. Section 5.3.10.2** – Earliest start date
- **Ref. Section 5.3.10.3** – Work plan and implementation strategy
- **Ref. Section 5.4** – Scope of Work alignment

2.3.2.5 Proposer's exceptions to the terms and conditions set forth in **Section 4** (5%)

- **Ref. Section 4** – Terms and Conditions

2.3.3 Supplemental Consideration. As a supplement to the above-described criteria, University may give consideration to any additional information and documentation submitted by a Proposer if University deems such information to be relevant, and to serve the best interests of, and provide the best value to, University.

## 2.4 Key Events Schedule

Date RFP Issued	June 18, 2026
Question Deadline (ref. <b>Section 2.2</b> )	June 29, 2026
Submittal Deadline	2:30p.m. Central Time on Monday, July 20, 2026 (ref. <b>Section 2.1</b> )

## 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 Work, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this **Section 2.5** will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any Work will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of Work by the Proposer is subject to review by University to ensure compliance with the HUB program.
- 2.5.2 University has reviewed this RFP in accordance with [34 TAC §20.285](#), and has determined that subcontracting opportunities are probable under this RFP.
- 2.5.3 A Subcontracting Plan (**SP**) is a required part of the proposal. The SP will be developed and administered in accordance with University's Policy on Utilization of Historically Underutilized Businesses, attached as **APPENDIX THREE**.

*Each Proposer must complete and return the SP in accordance with the terms and conditions of this RFP, including **APPENDIX THREE**. Proposers that fail to submit the SP will be considered non-responsive to this RFP as required by [§2161.252, Government Code](#).*

Questions regarding the SP may be directed to:

Contact: Miranda Martinez  
HUB Analyst  
Phone: 210-458-6491  
Email: [Miranda.martinez3@utsa.edu](mailto:Miranda.martinez3@utsa.edu)

Contractor will not be permitted to change its SP unless: (1) Contractor completes a new SP in accordance with the terms of **APPENDIX THREE**, setting forth all modifications requested by Contractor, (2) Contractor provides the modified SP to University, (3) University approves the modified SP *in writing*, and (4) all agreements resulting from this RFP are amended in writing to conform to the modified SP.

- 2.5.4 *At the same time Proposer submits its proposal (no later than the Submittal Deadline (ref. **Section 2.1**)), Proposer must submit the following Subcontracting Plan materials (**Subcontracting Plan Materials**):*

- (a) One (1) complete original copy of Proposer's SP

Proposer's Subcontracting Plan Materials must be submitted (as instructed in **Section 3.2**) in a separate PDF File (SP File) with the file name clearly indicating:

2.5.4.1 Sourcing Event No.

2.5.4.2 Company Name

2.5.4.3 Phrase "Subcontracting Plan."

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

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

- 2.5.5 University may offer Proposer an opportunity to seek informal review of its draft SP by University's HUB Office before the Submittal Deadline. Informal review is designed to help address questions Proposer may have about how to complete its SP properly. Concurrence or comment on Proposer's draft SP by University will *not* constitute formal approval of the SP and will *not* eliminate the need for Proposer to submit its final SP to University as instructed by **Section 2.5**.

## **SECTION 3 - SUBMISSION OF PROPOSAL**

### **3.1 Proposal Submission Requirements**

We have provided resources to support vendors submitting proposals. These resources include the Solicitation Submittal Assistance, Supplier Guide for Sourcing Events, and the Guide for Completing the HUB Plan, all of which are located in the Buyer's Attachments section of the sourcing event.

Proposer must submit one (1) complete electronic copy of its entire Proposal on or before the Submittal Deadline (ref. **Section 2.1** of this RFP) as follows:

- Proposal must be submitted online using the UTSA Sourcing Director portal currently found at <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=UTSA>. Submission by other methods will NOT be accepted.
- Submission must include one (1) complete electronic copy of each requested document using the Sourcing Director portal.
- An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. **Section 2 of APPENDIX ONE**).
- Submissions may be amended, but only before the Submission Deadline, Proposer wishing to amend their Proposal may amend before the Submission Deadline directly on the Sourcing Director portal.
- Proposer shall provide the documents in a non-modifiable form (e.g., Adobe Acrobat Document).
- Proposer shall acknowledge the attributes of the documents requested in **Section 3.5 (Submittal Checklist)** of this RFP.

### **3.2 Intentionally Omitted.**

### **3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for University's acceptance for a minimum of **one hundred eighty (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, including the Agreement (ref. **APPENDIX TWO**), the Notice to Proposer (ref. **Section 2**), Proposal Requirements (ref. **APPENDIX ONE**) and the Specifications and Additional Questions (ref. **Section 5**). 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**);
- 3.4.1.2 Agreement (ref. **APPENDIX TWO**);
- 3.4.1.3 Proposal Requirements (ref. **APPENDIX ONE**);
- 3.4.1.4 Notice to Proposers (ref. **Section 2**).



### 3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as part of its proposal. Refer to the questions in the sourcing event and upload all required documents as instructed. If the Proposer fails to return each of the following items with its proposal, the University may reject the proposal:

- 3.5.1 Signed and completed originals of the Subcontracting Plan or other applicable documents as referenced in **Question 1.1** of the sourcing event. (ref. **Section 2.5** and **APPENDIX THREE**).
- 3.5.2 Signed and Completed Execution of Offer as referenced in **Question 1.2** of the sourcing event. (ref. **Section 2** of **APPENDIX ONE**)
- 3.5.3 Signed and Completed Pricing and Delivery Schedule as referenced in **Question 1.3** of the sourcing event. (ref. **Section 6**)
- 3.5.4 Signed and Completed Addenda Checklist as referenced in **Question 1.4** of the sourcing event. (ref. **Section 3** of **APPENDIX ONE**)
- 3.5.5 Proposer shall respond to all questions and requests for information included in the Specifications and Additional Questions section (**ref. Section 5**). All responses and required documents must be uploaded in the Supplier Attachments section of the Sourcing Event.

#### **SECTION 4 - TERMS AND CONDITIONS**

The terms and conditions contained in the attached Sample Agreement (ref. **APPENDIX TWO**) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. **If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal, as referenced in Question 1.5 of the sourcing event. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP.** If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.

## **SECTION 5 - SPECIFICATIONS AND ADDITIONAL QUESTIONS**

### **5.1 General**

The requirements and specifications for Work, 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**, **Contractor** means the successful Proposer.

### **5.2 Intentionally Omitted**

### **5.3 Additional Questions Specific to this RFP**

The following experience, qualifications, and technical approach elements are critical to the University's evaluation process and will be heavily weighted in scoring. Proposers are expected to provide detailed, specific responses demonstrating their experience and capabilities in these areas. Responses will be evaluated based on the depth, relevance, and quality of information provided.

Proposers shall submit detailed information addressing the following as part of their proposal:

#### **5.3.1 Intentionally Omitted**

5.3.2 By signing the Execution of Offer (ref. **Section 2** of **APPENDIX ONE**), Proposer agrees to comply with Certificate of Interested Parties laws (ref. [§2252.908, Government Code](#)) and [1 TAC §§46.1 through 46.5](#)) as implemented by the Texas Ethics Commission (**TEC**), including, among other things, providing TEC and University with information required on the form promulgated by TEC. *Proposer may learn more about these disclosure requirements, including applicable exceptions and use of the TEC electronic filing system, by reviewing [§2252.908, Government Code](#), and information on the TEC website at [https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php).* **The Certificate of Interested Parties must only be submitted by Contractor upon delivery to University of a signed Agreement.**

#### **5.3.3 Intentionally Omitted.**

#### **5.3.4 Intentionally Omitted.**

#### **5.3.5 Intentionally Omitted.**

#### **5.3.6 Intentionally Omitted.**

#### **5.3.7 Intentionally Omitted.**

#### **5.3.8 Proposer's Reputation and Past Relationship with the University**

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

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

5.3.8.3 Proposer's past relationship with University, and Proposer's experience performing the requested services for UT System, its component institutions, or other institutions, organizations, or entities similar in nature.

5.3.8.3.1 If Proposer is currently providing charter bus services to The University of Texas at San Antonio (UTSA), Proposer shall describe its ability to manage charter bus service requests without disruption to other University departments.  
Response should include:

- Approach to prioritizing and coordinating requests across multiple departments
- Processes in place to ensure equitable and reliable service delivery
- Capacity to support simultaneous requests without service degradation
- Any tools, systems, or staffing strategies used to manage demand

#### 5.3.9 Quality of Proposers Goods or services

5.3.9.1 Service Support - Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.\_

5.3.9.2 Quality Assurance - Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

5.3.9.3 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.

5.3.9.4 Proposer shall describe its experience delivering reliable charter transportation services. Include:

5.3.9.4.1 Experience providing local and regional charter services

5.3.9.4.2 Experience supporting same-day, multi-day, and overnight trips

5.3.9.4.3 Examples demonstrating reliability, on-time performance, and successful service execution

5.3.9.4.4 Any metrics, performance indicators, or client feedback supporting service quality (if available)

5.3.9.5 Proposer shall describe its safety program. Include:

5.3.9.5.1 Driver training and certification requirements

5.3.9.5.2 Ongoing safety monitoring practices

5.3.9.5.3 Compliance with applicable federal, state, and local regulations

5.3.9.6 Proposer shall describe its driver management and screening processes. Include:

5.3.9.6.1 Background check procedures

5.3.9.6.2 Drug and alcohol testing programs

5.3.9.6.3 Verification of licenses, certifications, and driving records

5.3.9.6.4 Frequency and standards for ongoing compliance and monitoring

5.3.9.7 Proposer shall describe how it measures and maintains service quality. Include:

5.3.9.7.1 On-time performance tracking and reporting

5.3.9.7.2 Customer satisfaction measurement methods

5.3.9.7.3 Internal performance standards and benchmarks

Proposer shall also describe its process for:

5.3.9.7.4 Identifying and reporting service issues

5.3.9.7.5 Escalating concerns

5.3.9.7.6 Implementing corrective actions and continuous improvement measures

5.3.9.8 Proposer shall describe its proposed account management and customer support structure. Include:

- 5.3.9.8.1 Dedicated account manager or account team structure
- 5.3.9.8.2 Roles and responsibilities of key personnel
- 5.3.9.8.3 Availability during evenings, weekends, and travel periods
- 5.3.9.8.4 Customer service, billing, and contract support functions

5.3.9.9 Proposer shall confirm compliance with applicable regulatory and University requirements. Include:

- 5.3.9.9.1 Acknowledgment and enforcement of University policies, including the UTSA Tobacco-Free and Vape-Free Campus Policy [9.36 Tobacco Free, and Vape Free Campus | Handbook of Operating Procedures | UTSA | The University of Texas at San Antonio](#)
- 5.3.9.9.2 Copies of all required licenses (city, state, and federal) necessary to perform services

5.3.10 Extent to which the goods or services meet the University's needs

5.3.10.1 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.

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

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

- 5.3.10.3.1 Identification of tasks to be performed;
- 5.3.10.3.2 Time frames to perform the identified tasks;
- 5.3.10.3.3 Project management methodology;
- 5.3.10.3.4 Implementation strategy; and
- 5.3.10.3.5 The expected time frame in which the services would be implemented.

5.3.10.4 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.

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

5.3.10.6 Proposer shall describe its firm's experience providing charter bus transportation services. At a minimum, include:

- 5.3.10.6.1 Total years in operation providing charter transportation services
- 5.3.10.6.2 Types of clients served (e.g., universities, athletic programs, corporate clients, government entities, etc.)
- 5.3.10.6.3 Scope and complexity of services performed, including any large-scale or multi-faceted engagements

5.3.10.7 Proposer shall describe its experience and approach to supporting NCAA Division I athletic programs or comparable large-scale organizations. At a minimum, include:

- 5.3.10.7.1 Types of teams, organizations, or groups supported
- 5.3.10.7.2 Typical and maximum size of travel groups
- 5.3.10.7.3 Types of trips provided (e.g., local, regional, multi-day, overnight, postseason, tournament travel, etc.)
- 5.3.10.7.4 Experience coordinating travel for athletes, coaching staff, and other associated personnel
- 5.3.10.7.5 Overall approach to coordinating Athletics travel operations
- 5.3.10.7.6 Approach to transportation of teams, staff, and equipment
- 5.3.10.7.7 Coordination processes with Athletics personnel and/or travel coordinators
- 5.3.10.7.8 Methods for managing complex or changing itineraries
- 5.3.10.7.9 Process for handling schedule changes, delays, cancellations, and last-minute adjustments
- 5.3.10.7.10 Communication protocols, including response times and escalation procedures

5.3.10.8 Proposer shall provide detailed information regarding its fleet and operational capacity. Include:

- 5.3.10.8.1 Total number and types of vehicles available (e.g., motorcoaches, minibuses, vans, etc.)
- 5.3.10.8.2 Vehicle age ranges and maintenance practices
- 5.3.10.8.3 Capacity to support multiple concurrent trips and peak demand periods
- 5.3.10.8.4 Examples of successfully managed high-demand or complex scheduling scenarios

5.3.11 Intentionally Omitted.

## 5.4 Scope of Work

The University of Texas at San Antonio (UTSA) is seeking proposals from qualified and vetted charter bus providers to provide local transportation services for UTSA Athletics only.

The selected Contractor(s) will provide safe, reliable, and timely transportation for student-athletes, coaches, and staff.

### 5.4.1 Local Charter Bus Services Definition

For the purposes of this RFP, “local charter bus services” are defined as transportation services originating from and returning to the San Antonio metropolitan area, including:

- Travel within the San Antonio metropolitan area and surrounding counties.
- Travel within approximately a 6–8 hour driving radius of San Antonio.

Transportation includes travel to and from:

- UTSA campuses
- Airports
- Hotels
- Athletic competition venues

Services may include:

- Same-day trips
- Multi-day trips
- Overnight travel
- The University reserves the right to request services beyond this defined local radius on a case-by-case basis.

### 5.4.2 Charter Bus Services and Operational Requirements

#### 5.4.2.1 Service Scope

Services will include transportation to and from:

- UTSA campuses
- San Antonio International Airport
- Local and regional hotels and Athletic competition venues
- Athletics-related events

Contractor(s) shall provide sufficient resources to support multiple simultaneous trips and ensure consistent service quality.

Buses shall be used solely for Athletic official University-related functions.

Services shall include:

- Local day trips within the San Antonio area
- Multi-day and overnight travel
- Out-of-state travel, as required

#### 5.4.2.2 Vehicle Requirements

All buses shall:

- Be clean and in good working condition
- Be no more than eight (8) years old
- Meet all applicable Federal Motor Vehicle Safety Standards and State of Texas regulatory requirements
- Be ADA compliant, including wheelchair accessibility features

- Be equipped with:
  - Air conditioning
  - Wi-Fi
  - Operable onboard lavatory
  - Cellular telephones or two-way radios capable of communication with dispatch

#### 5.4.2.3 Branding / Bus Wraps

The University may require the ability to incorporate custom bus wraps or branded vehicle graphics featuring UTSA Athletics marks and logos. All bus wrap and vehicle branding initiatives will be coordinated through Playfly, the University's designated multimedia rights partner.

Proposers shall describe their capability to support:

- Design coordination, including collaboration with Playfly and University stakeholders to ensure brand compliance and approval.
- Installation of bus wraps and vehicle graphics, including scheduling and logistics coordination through Playfly.
- Ongoing maintenance, repair, and replacement of wraps as needed to maintain quality and brand standards.
- Associated costs, timelines, specifications, and any requirements related to coordination with Playfly.

#### 5.4.2.4 Inspection and Compliance

- The University reserves the right to inspect Contractor vehicles at any time during the term of the contract.
- All vehicles must comply with Federal, State, and University requirements.
- Noncompliant vehicles may be removed from service until deficiencies are corrected and approved by the University.

#### 5.4.2.5 Maintenance and Records

- Contractor shall maintain current maintenance and cleaning records for all vehicles.
- Records must be made available to the University upon request.

#### 5.4.2.6 Operational and Security Requirements

- The driver must remain with the bus at all times.
- If the driver leaves the vehicle, the bus must be secured and locked.
- Only the driver and authorized passengers shall be permitted access to the bus during the charter.

### 5.4.3 **Service Requirements**

The Contractor shall:

- Provide a dedicated point of contact for Athletics transportation.
- Ensure availability during travel periods, including evenings and weekends.
- Maintain sufficient personnel and fleet availability to support demand.
- Demonstrate knowledge of the charter transportation industry.
- Provide clear and timely communication regarding delays, changes, or disruptions.
- Maintain sufficient fleet capacity and operational controls to ensure reliable service delivery and to effectively manage concurrent service commitments without disruption.

### 5.4.4 **Driver Requirements**

All drivers shall:

- Be properly licensed and certified in accordance with all applicable federal, state, and local laws and regulations.
- Have a minimum of three (3) years of experience operating charter buses.



- Maintain a safe driving record
- Not have been convicted of a felony offense under Title 5, Texas Penal Code, an offense requiring registration as a sex offender under Chapter 62, Texas Code of Criminal Procedure, or any equivalent offense under federal or other state laws.
- Comply with all federal and state laws regarding hours of service and required rest periods.
- Be trained and knowledgeable in applicable safety procedures and emergency protocols.
- Not engage in activities that may distract from the safe operation of the vehicle, including but not limited to use of mobile devices, texting, or other non-essential activities while operating the vehicle.
- Be subject to background checks and drug testing in compliance with applicable laws and regulations.
- Carry all required licenses and certifications on their person at all times while performing services.
- Be appropriately dressed in uniform and wear identification, including a visible name badge.
- Be prepared with all necessary routing and trip information prior to departure.

Contractor shall:

- Ensure all drivers meet all legal, safety, and contractual requirements.
- Retain responsibility for ongoing compliance with driver qualifications and background requirements.
- Ensure drivers operate trips exactly as scheduled and do not alter routes or schedules without prior approval from the University.

The University reserves the right to:

- Approve or reject any driver assigned to perform services under this contract.
- Request replacement of any driver at its sole discretion.

#### **5.4.5 Safety Requirements**

The Contractor shall:

- Immediately report all accidents involving Contractor equipment or personnel while operating on behalf of the University.
- Provide a written incident report within twenty-four (24) hours of any accident or injury involving passengers or personnel.
- Submit a detailed written investigation report within five (5) calendar days following the date of the incident.
- Immediately notify designated University contacts, including the Departments of Public Safety and Transportation, in the event of an accident, injury, or safety-related incident.
- Preserve all relevant data and documentation related to accidents or incidents, including recordings from onboard systems such as Drivecam or equivalent technology.
- Ensure all passengers are seated and secured in accordance with applicable laws and safety regulations.
- Perform visual and operational inspections of assigned vehicles prior to each trip, in compliance with all Federal and State requirements.
- Maintain records in accordance with Section 5.4.1.5.
- Ensure compliance with all applicable federal, state, and local safety laws and regulations.

#### **5.4.6 Scheduling and Flexibility**

Athletics schedules are dynamic and subject to change. Contractor shall:

- Accommodate schedule changes, additions, and cancellations as required by the University.
- Provide services on any day of the week, including evenings, weekends, and holidays.
- Support both single-day and multi-day trips, including overnight travel.
- Provide flexibility for last-minute adjustments.

- Support multiple teams or programs simultaneously, including multiple trips occurring on the same day.
- Trips to the same destinations may occur multiple times throughout the year based on Athletics schedules.
- Provide flexibility to adjust trip itineraries, including up to 20 miles or 4 hours, without significant disruption or additional charges unless approved.
- The University does not guarantee a minimum number of trips or volume of services under this agreement.

Additional Requirements:

- Contractor(s) will be considered for inclusion on the University's Preferred Supplier list for Athletics charter transportation services.

#### **5.4.7 Replacement Vehicles**

Contractor shall:

- Provide immediate replacement transportation in the event of mechanical malfunction, breakdown, or service failure to ensure timely arrival at the scheduled destination.
- Ensure no disruption to scheduled travel and maintain continuity of services as outlined in this RFP.
- Be fully responsible for all costs associated with replacement transportation, including but not limited to mechanical repairs, towing, and any related expenses. The University will only pay the original contracted price for the scheduled charter.
- Maintain emergency and critical incident response procedures, including personnel and resources necessary to protect passengers and minimize service disruptions in the event of vehicle, equipment, or system failures.
- Maintain the ability to support services outside of the San Antonio area, including access to out-of-area maintenance, repair, or backup transportation resources for out-of-city and out-of-state travel.

#### **5.4.8 Pricing**

Pricing shall:

- All rates listed in Section 6 shall be all-inclusive rates, including but not limited to certified driver(s), driver lodging, driver meals, equipment, supplies, insurance, and all other expenses necessary to fulfill the requirements of each trip.
- Departments of UTSA will contact selected Contractor(s) to determine the best value for each event or season.
- Pricing shall be provided on an as-needed basis in accordance with the pricing, terms, and conditions outlined in this RFP.
- The purchase order shall be issued based on the pricing model and all applicable terms and conditions outlined herein.
- Rates shall be considered ceiling rates and shall not be increased during the term of the contract; however, Contractor(s) may offer lower pricing when available.
- No price increases shall be permitted during the initial contract term unless expressly approved by the University in writing.
- Any requested pricing adjustments must be supported by documented justification and approved by the University prior to implementation.
- No additional fees or charges shall be applied unless specifically identified in the proposal and approved by the University.
- The University will not pay for any mileage or time incurred while the Contractor is traveling to or from the pickup location unless expressly approved.
- All invoices must include detailed supporting documentation, including trip dates, locations, services provided, applicable rates, and any reimbursable expenses.
- Any wait time or idle time charges must be clearly defined in the proposal and aligned with the agreed pricing structure.

#### **5.4.9 Hourly Rate**

- The hourly rate is defined as each hour the University is in possession of the charter, including time when the bus is unoccupied but held for University use.
- Proposer shall specify the number of hours to which the hourly rate applies.

#### **5.4.10 Daily Rate**

- The daily rate (flat fee) would replace the hourly rate when services exceed the defined hourly rate period but remain less than twenty-four (24) hours.

#### **5.4.11 Mileage Rate**

- Proposer shall indicate the charge per mile and the conditions under which mileage rates apply.
- Mileage shall be defined as miles incurred while the University is in possession of the charter.
- Mileage shall begin at the designated pickup location and end at the designated drop-off location.
- The University will not pay for mileage incurred while the Contractor is en route to the pickup location or returning to its base.
- Mileage charges shall be based solely on actual miles traveled during the charter.

#### **5.4.12 Second Driver Fee**

- Proposer shall indicate the fee for a second driver and specify the conditions under which this fee applies.

#### **5.4.13 Overnight Rates (Flat Fee)**

- Overnight service is defined as any service exceeding twenty-four (24) consecutive hours.

#### **5.4.14 Fuel Surcharge**

- If applicable, any fuel surcharge must be clearly identified in the proposal in order to be eligible for payment.

#### **5.4.15 Minimum Trip Charge**

- The minimum trip charge shall represent the lowest total amount the University will be invoiced for a single trip, regardless of duration, mileage, or actual usage.

#### **5.4.16 Additional Fees**

- The University will reimburse tolls, parking, and special event fees based on actual costs incurred.
- Contractor shall pay such fees at the time of occurrence and include receipts with the invoice for reimbursement.
- Tips or gratuities are at the sole discretion of the University and are not required.

#### **5.4.17 Pricing Escalation**

- No price increases shall be permitted during the initial contract term unless expressly approved by the University in writing.
- Any request for price adjustments must be submitted in writing and supported by appropriate documentation, including reference to the Consumer Price Index (CPI) for the San Antonio region:  
[https://www.bls.gov/regions/southwest/tx\\_sanantonio\\_msa.htm](https://www.bls.gov/regions/southwest/tx_sanantonio_msa.htm)
- Any approved price increase shall not exceed the percentage change in the CPI and under no circumstances shall exceed five percent (5%) annually.
- If a requested price increase is not sufficiently justified or exceeds acceptable limits, the University reserves the right to reject the increase or decline renewal of the contract.

#### **5.4.18 Additional Requirements**

Contractor shall:

- Comply with all applicable federal, state, and local laws, rules, and regulations.
- Maintain all required licenses, permits, and insurance necessary to perform services under this Agreement.

- Ensure all services are performed in accordance with industry standards and at a level of quality consistent with experienced and qualified providers.
- Maintain effective and ongoing communication with University personnel, including timely notification of any issues impacting service delivery.
- Immediately notify the University of any delays or potential delays, and provide updated status and estimated arrival times as soon as information becomes available.
- Demonstrate the ability to respond to schedule changes, cancellations, and disruptions, including emergency transportation needs.
- Coordinate schedules and service delivery with the University's designated representative.
- Represent and warrant that it has the authority to enter into and perform under this Agreement, and that all necessary corporate approvals have been obtained.
- Ensure that no subcontracting occurs without prior written approval from the University Procurement and HUB Office.
- Ensure that any approved subcontractors meet or exceed the requirements of this Agreement and that the Contractor remains fully responsible for their performance.
- Maintain professional standards of conduct and ensure all personnel interact appropriately with University staff, students, and affiliated parties.
- Document and communicate any changes to scope, schedule, or service requirements, including associated impacts to cost or timeline, and obtain prior written approval from the University before implementation.
- Identify and promptly report any risks, issues, or dependencies that may affect performance, along with proposed mitigation strategies.
- Maintain accurate records related to services performed under this Agreement and provide such documentation to the University upon request.
- Cooperate with any audits, reviews, or performance evaluations conducted by the University.

#### **5.4.19 Cancellation**

In the event it becomes necessary for the University to cancel a scheduled trip due to unforeseen circumstances, University personnel will make every effort to notify the Contractor as soon as possible.

- Cancellations made at least two (2) hours prior to scheduled departure or prior to driver dispatch shall not incur any trip charges or penalties.
- For cancellations made less than two (2) hours prior to departure, any applicable charges shall be limited to reasonable costs incurred by the Contractor and shall not equal the full cost of the scheduled trip.
- Charges associated with late cancellations shall be limited to actual, documented expenses necessary to defray Contractor costs.
- The University reserves the right to review and approve any cancellation charges prior to payment.

Additional terms:

- A maximum of three (3) schedule changes per department per event may be made without penalty.
- Cancellations made twenty-four (24) hours or more prior to the scheduled trip shall not incur any fees.
- Cancellations due to inclement weather or other unforeseen events shall not be subject to penalty.
- University-mandated cancellations or schedule changes shall not incur penalties if made within forty-eight (48) hours of scheduling the charter.

## **SECTION 6 - PRICING AND DELIVERY SCHEDULE**

**Proposal of:** \_\_\_\_\_  
(Proposer Name)

**To:** University

**RFP No.:** 743-2026-RFP-1506

Ladies and Gentlemen:

Having examined specifications and requirements of this RFP (including attachments), the undersigned proposes to furnish Work upon the pricing terms quoted below:

### **6.1 Term of Agreement**

The term (**Initial Term**) of this Agreement will begin on the Effective Date and expire on August 31, 2027. University will have the option to renew this Agreement for three (3) additional one (1) year terms (each a **Renewal Term**). The Initial Term and each Renewal Term are collectively referred to as the **Term**.

### **6.2 Engagement of Services**

Contractor shall submit a trip/itinerary confirmation document to the University for each occasion services are required under this Agreement. This trip/itinerary confirmation document will reference and be governed by this Agreement and will not include any terms and/or conditions.

Should the University allow the Contractor to use a form on any occasion that does not conform to the requirements stated above, and the form includes terms and/or conditions, those terms and/or conditions are deemed stricken and of no force and effect. This Agreement shall govern, whether or not it is referenced in the form.

### **6.3 Pricing for Services Offered:**

Description	Pricing for Peak Time of Year					
	57 Seat Bus	55 Seat Bus	47 Seat Bus	40 Seat Bus	33 Seat Bus	25 Seat Bus
Indicate fleet inventory.						
Hourly Rate. Ref. <b>Section 5.4.9</b> of RFP						
Daily Rate. Ref. <b>Section 5.4.10</b> of RFP						
Mileage Rate. Ref. <b>Section 5.4.11</b> of RFP						
Overnight Rate. Ref. <b>Section 5.4.13</b> of RFP						
Fuel Surcharge. Ref. <b>Section 5.4.14</b> of RFP						
Second Driver Fee. Ref. <b>Section 5.4.12</b> of RFP						
Airport transfer rate.						
Other charges that may apply (must provide description).						

	Pricing for Off-Peak Time of Year					
Description	57 Seat Bus	55 Seat Bus	47 Seat Bus	40 Seat Bus	33 Seat Bus	25 Seat Bus
Hourly Rate. Ref. <b>Section 5.4.9</b> of RFP						
Daily Rate. Ref. <b>Section 5.4.10</b> of RFP						
Mileage Rate. Ref. <b>Section 5.4.11</b> of RFP						
Overnight Rate. Ref. <b>Section 5.4.13</b> of RFP						
Fuel Surcharge. Ref. <b>Section 5.4.14</b> of RFP						
Second Driver Fee. Ref. <b>Section 5.4.12</b> of RFP						
Airport transfer rate.						
Other charges that may apply (must provide description).						
Description	Response					
Damage Deposit.						
Cancellation fee. Ref. <b>Section 5.4.18</b> of RFP						
Fee for canceling trip with less than a 24-hour notice.						
Fee for canceling trip with less than a 48-hour notice.						
Minimum Trip Charge.						
Proposer's Peak Time of Year.						
Does Proposer offer a discount for trips scheduled Monday - Thursday? If so, what is the discount %?						

#### 6.4 Evaluation of Pricing

For evaluation purposes, the University will apply two standardized scenarios to ensure an equitable, apples-to-apples comparison of all proposals.

The first scenario will utilize both hourly and mileage rates for a 400-mile trip and a total of 8 billable service hours.

The second scenario will utilize overnight and mileage rates for an 800-mile trip and a second driver. Proposers must clearly define and consistently apply all rates, fees, minimums, and conditions as listed above.

## 6.5 Discounts

Describe all discounts that may be available to University, including educational, federal, state and local discounts.

## 6.6 Payment Terms

University's standard payment terms are "net 30 days" as mandated by the *Texas Prompt Payment Act* (ref. [Chapter 2251, Government Code](#)).

Indicate below the prompt payment discount that Proposer offers:

Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_days/net 30 days.

[Section 51.012, Education Code](#), authorizes University to make payments through electronic funds transfer methods. Respondent agrees to accept payments from University through those methods, including the automated clearing house system (ACH). Respondent agrees to provide Respondent's banking information to University in writing on Respondent letterhead signed by an authorized representative of Respondent. Prior to the first payment, University will confirm Respondent's banking information. Changes to Respondent's bank information must be communicated to University in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Respondent.

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on goods and services in accordance with [§151.309, Tax Code](#), and [Title 34 TAC §3.322](#). Pursuant to [34 TAC §3.322\(c\)\(4\)](#), University is not required to provide a tax exemption certificate to establish its tax exempt status.

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX ONE - PROPOSAL REQUIREMENTS**

**TABLE OF CONTENTS**

**SECTION 1: GENERAL INFORMATION ..... 25**

**SECTION 2: EXECUTION OF OFFER ..... 28**

**SECTION 3: ADDENDA CHECKLIST ..... 32**



## **SECTION 1 - GENERAL INFORMATION**

### **1.1 Purpose**

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

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

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

### **1.2 Inquiries and Interpretations**

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

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. **Section 3 of APPENDIX ONE**). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer's proposal.

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

### **1.3 Public Information**

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act* (ref. [Chapter 552, Government Code](#)). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under §§[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 substantially similar to the Agreement between University and Contractor attached to this RFP as **APPENDIX TWO**, and otherwise acceptable to University in all respects (**Agreement**).

### **1.5 Proposal Evaluation Process**

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

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

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

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

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

## 1.6 Proposer's Acceptance of RFP Terms

Proposer (1) accepts [a] Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] Criteria for Selection (ref. **Section 2.3**), [c] Specifications and Additional Questions (ref. **Section 5**), [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 University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for Work, and University has made no representation, written or oral, that any particular scope of work will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

## 1.8 Proposal Requirements and General Instructions

- 1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.
- 1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.
- 1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.
- 1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.
- 1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.
- 1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.
- 1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.

## 1.9 Preparation and Submittal Instructions

### 1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. **Section 5**). 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 University, in its sole discretion.

### 1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. **Section 6**), 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 Work; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

University will not recognize or accept any charges or fees to perform Work 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 Work to University, and the time period within which Proposer proposes to be able to complete each such phase.

### 1.9.4 Addenda Checklist

Proposer should acknowledge all Addenda to this RFP (if any) by completing, signing and returning the Addenda Checklist (ref. **Section 3 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.

#### 1.9.5 Submission

Proposer shall submit all proposal materials as instructed in **Section 3, Submission of Proposal**, and via the sourcing event platform specified in the solicitation.

Proposer must also submit the Subcontracting Plan (also called the SP) as required by **Section 2.5**.

University will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the SP as required by **Section 2.5**. 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 University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University's consent, which will be based on Proposer's written request explaining and documenting the reason for withdrawal, which is acceptable to University.

## **SECTION 2 - EXECUTION OF OFFER**

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

### **2.1 Representations and Warranties.**

Proposer represents, warrants, certifies, acknowledges, and agrees as follows:

- 2.1.1 Proposer will furnish Work to University and comply with all terms, conditions, requirements and specifications set forth in this RFP and any resulting Agreement.
- 2.1.2 This RFP is a solicitation for a proposal and is not a contract or an offer to contract. Submission of a proposal by Proposer in response to this RFP will not create a contract between University and Proposer. University has made no representation or warranty, written or oral, that one or more contracts with University will be awarded under this RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
- 2.1.3 Proposer is a reputable company that is lawfully and regularly engaged in providing Work.
- 2.1.4 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform Work.
- 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 Work.
- 2.1.6 Proposer understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Agreement under which Proposer will be required to operate.
- 2.1.7 Proposer will not delegate any of its duties or responsibilities under this RFP or the Agreement to any sub-contractor, except as expressly provided in the Agreement.
- 2.1.8 Proposer will maintain any insurance coverage required by the Agreement during the entire term.
- 2.1.9 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
- 2.1.10 PROPOSER WILL DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, INDEMNIFY, AND HOLD HARMLESS UNIVERSITY, UT SYSTEM, THE STATE OF TEXAS, AND ALL OF THEIR REGENTS, OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL ACTIONS, SUITS, DEMANDS, COSTS, DAMAGES, LIABILITIES AND OTHER CLAIMS OF ANY NATURE, KIND OR DESCRIPTION, INCLUDING REASONABLE ATTORNEYS' FEES INCURRED IN INVESTIGATING, DEFENDING OR SETTLING ANY OF THE FOREGOING, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM (1) ANY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF PROPOSER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PROPOSER IN THE PERFORMANCE, EXECUTION OR SUBMISSION OF THIS RFP OR (2) PROPOSER'S PERFORMANCE UNDER ANY CONTRACT OR AGREEMENT RESULTING FROM THIS RFP.
- 2.1.11 Pursuant to §§[2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Proposer under the Agreement may be applied directly to any debt or delinquency that Proposer owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until such debt or delinquency is paid in full.
- 2.1.12 Any terms, conditions, or documents attached to or referenced in Proposer's proposal are applicable to this procurement only to the extent that they (a) do not conflict with the laws of the State of Texas or this RFP, and (b) do not place any requirements on University that are not set forth in this RFP. Submission of a proposal is Proposer's good faith intent to enter into the Agreement with University as specified in this RFP and that Proposer's intent is not contingent upon University's acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.
- 2.1.13 Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate. **[Note: This provision should only be included in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has 10 or more full time employees. [Section 2271.002, Texas Government Code](#), requires inclusion of this section in contracts between a governmental entity and a "company". [Section 2271.001\(2\), Texas Government Code](#), defines "company" to have the meaning assigned by [Section 808.001, Texas Government Code](#), not including a sole proprietorship. [Section 808.001\(2\)](#) defines "company" as a for-profit entity.]**
- 2.1.14 Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Proposer certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.1.15 Pursuant to [Chapter 2274, Texas Government Code](#), Proposer verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of any contract or agreement resulting from this RFP against a firearm entity or firearm trade association. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.

- 2.1.16 Pursuant to [Chapter 2276, Texas Government Code](#), Proposer verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of any contract or agreement resulting from this RFP. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this verification is inaccurate.
- 2.1.17 Pursuant to Section 161.0085, *Texas Health and Safety Code (enacted by SB 968, 87<sup>th</sup> Texas Legislature, Regular Session (2021))*, Proposer certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Proposer's business. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.
- 2.1.18 Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), Proposer certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:
- Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
  - Listed in Section 1260H of the 2021 NDAA; or
  - Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
  - Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

**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 [§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 [§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.
- Neither Proposer nor any of its employees have been or will have been employees of UT System or any member institution of UT System within the immediate twelve (12) months prior to (a) the Submittal Deadline or (b) if Proposer is awarded any Agreement resulting from this RFP, the date of execution of that Agreement. (Ref. Section [§2252.901, Government Code](#)).
- Proposer has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for University involving Proposer within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015. (Ref. Section [§572.069, Government Code](#)).
- 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. [§669.003, Government Code](#)).
- All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before University enters into any Agreement resulting from this RFP with Proposer.

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

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

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

**2.11 Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act Certification.** If Proposer will sell or lease computer equipment to University under any Agreement resulting from this RFP then, pursuant to [§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 §§328.131 through 328.155, §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 Television Equipment Recycling Program Certification.** If Proposer will sell or lease covered television equipment to University (as defined in [§361.971\(3\), Texas Health and Safety Code](#)) under any Agreement resulting from this RFP then, pursuant to [§361.991, Texas Health and Safety Code](#), Proposer is full compliance with the Television Equipment Recycling Program set forth in [Subchapter Z, Chapter 361, Texas Health and Safety Code](#) and [30 TAC Chapter 328, Subchapter J](#).

**2.13 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.

**2.14 Prohibited Activities.** Proposer represents, certifies, and warrants that Proposer and its employees, agents, representatives, and subcontractors (1) have not violated and will not violate Chapter 2261, Subchapter G of the *Texas Government Code* ("Subchapter G"), including engaging in any of the prohibited activities identified in Subchapter G and (2) will fully cooperate in any investigations conducted under Subchapter G. Proposer understands and agrees that violations of Subchapter G may result in enforcement actions, contract terminations (including, but not limited to, termination of any Agreement resulting from this RFP), liabilities, disqualifications, causes of action, lawsuits, damages, costs, and injunctive relief as provided by Subchapter G.

**2.15 Financial Advisor Disclosure**

**2.15.1** Proposer ☐ is / ☐ is not a Financial Advisor or service provider for purposes of [Chapter 2263, Government Code](#). If Proposer is a Financial Advisor, Proposer certifies that it has disclosed the following, in writing, to the administrative head of the University and the State Auditor's Office (SAO):

- any relationship Financial Advisor or Proposer has with any party to a transaction with the University, other than a relationship necessary to the investment or funds management services that the Financial Advisor or Proposer performs for University, if a reasonable person could expect the relationship to diminish the Financial Advisor's or Proposer's independence of judgment in the performance of responsibilities to University; and
- all direct or indirect pecuniary interests the Financial Advisor or Proposer has in any party to a transaction with University, if the transaction is connected with any financial device or service the Financial Advisor or Proposer provides to the entity or member, in connection with the management or investment of University funds.

**2.15.2** Proposer will:

- (a) disclose any relationship described in **Section 2.14.1**, without regard to whether the relationship is a direct, indirect, personal, private, commercial, or business relationship; and
- (b) file no later than April 15th (for the previous calendar year period) on a form prescribed by the entity, an annual statement with the administrative head of the University and with the SAO disclosing the relationships outlined in **Section 2.14.1**. If no relationship existed during the applicable disclosure period (previous calendar year), the statement will indicate this fact affirmatively,

**2.16. Critical Infrastructure.**

Pursuant to [Chapter 2275, Texas Government Code](#), Proposer certifies (A) it is neither owned by nor is the majority of stock or other ownership interest of the Proposer held or controlled by (i) individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2275.0103 of the *Texas Government Code* (a "designated country") or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country. Proposer understands that the prohibitions set forth in the preceding sentence apply regardless of whether (1) Proposer's or its parent company's securities are publicly traded or (2) Proposer or its parent company is listed on a public stock exchange as either (a) a Chinese, Iranian, North Korean, or Russian company or (b) a company of a designated country. Proposer acknowledges any contract or agreement resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), as Contractor will research, work on, or have access to critical infrastructure as defined in [Section 117.001\(2\), Texas Business and Commerce Code](#), Contractor represents and warrants that it and its Personnel will maintain the security or integrity of that infrastructure. Contractor and its Personnel must be routinely reviewed to determine whether or not their backgrounds, criminal history, or continuous connections to the government or political apparatus of a foreign adversary might prevent Contractor or its Personnel from being able to maintain the security or integrity of the infrastructure. **[OPTION 1: Use if Contractor will perform reviews:** Contractor will be responsible for performing such reviews and will provide University with a written report detailing the results of each review.] **[OPTION 2: Use if University will perform reviews:** University will conduct such reviews or, in the University's sole discretion, have such reviews performed by a cyber intelligence company or other similar third-party engaged by the Texas Department of Public Safety or by University. Contractor must fully cooperate in the conduct of such reviews.] Contractor must cooperate with the University and the State of Texas in any investigation into whether it and its Personnel are able to maintain the security or integrity of such critical infrastructure, including providing all information and documentation requested by the University or the State of Texas. Before commencing the performance of research or work on or any access to such critical infrastructure, Contractor will provide University with a list of all Personnel who may be assigned to perform that research or work or provided such access. Contractor will update that list each time there is a change in such Personnel. **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. Contractor acknowledges University may immediately terminate and withhold payment under any contract or agreement resulting from this RFP if Contractor does not comply with this Section, including but not limited to University's determination, in its sole discretion, that Contractor or any of its Personnel has (1) failed to maintain the security or integrity of critical infrastructure, (2) failed to perform or cooperate in the performance of required reviews or investigations, or (3) provided materially inaccurate or incomplete reports, information, or documentation as required by this Section.



**2.17 Proposer Compliance and Warranty Relating to Cloud Computing Services.** Pursuant to Section 2063.408 of the *Texas Government Code*, the Texas Cyber Command has established and implemented a state risk and authorization management program providing a standardized approach for security assessment, authorization, and continuous monitoring of cloud computing services (CCSs) that store, process, or transmit the data of Texas state agencies (TX-RAMP).

Proposer represents and warrants that throughout the term of any Agreement resulting from this RFP it will comply with the requirements of TX-RAMP and that all CCSs subject to TX-RAMP will comply with the requirements of and be certified under TX-RAMP. The CCSs subject to TX-RAMP include those provided by Proposer either through such an Agreement or in furtherance of such an Agreement, including CCSs provided through Proposer's subcontractors or third-party providers. A CCS used in furtherance of an Agreement includes a CCS that Proposer or its subcontractors or third-party providers use to store, process, or transmit University data, even if the University itself does not access or use that CCS.

Proposer's subcontractors or third-party providers responsible solely for servicing or supporting a CCS provided by Proposer or another Proposer subcontractor or third-party provider shall not be required to provide evidence of TX-RAMP certification; instead, Proposer will be responsible for providing such evidence.

Proposer understands and agrees that the University may not enter into or renew a contract with Proposer to purchase CCSs that are subject to TX-RAMP unless Proposer demonstrates compliance with TX-RAMP requirements. Proposer acknowledges that any Agreement resulting from this RFP may be terminated and payment withheld if Proposer does not comply with TX-RAMP or this Section.

Proposer's representations, warranties, and obligations under this **Section 2.17** include any CCSs that are identified by Proposer in its response to Option 2 in Section 5.3.11.1 of **SECTION 5 - Specifications And Additional Questions.**

**218 Option: Prohibition on Diversity, Equity, and Inclusion.** Proposer will perform all Work under any Agreement resulting from this RFP in full compliance with Section 51.3525, Texas Education Code. Specifically, in its performance of Work Proposer must not:

- (A) establish, maintain, use, or perform the duties of a diversity, equity, and inclusion office as defined in Section 51.3525;
- (B) compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of such a statement;
- (C) give preference on the basis of race, sex, color, ethnicity, or national origin to any applicant for University employment or for participation in any function of the University, including in the course of Proposer's identification of persons for University's consideration as a potential applicant, employee, or participant; or
- (D) require any person to participate in diversity, equity, and inclusion training.]

**2.19 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. 743-2026-RFP-1506

**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 §§552.021 AND 552.023, *GOVERNMENT CODE*, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER §559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

**Submitted and Certified By:**

\_\_\_\_\_  
(Proposer Institution's Name)

\_\_\_\_\_  
(Signature of Duly Authorized Representative)

\_\_\_\_\_  
(Printed Name/Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Proposer's Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(FAX Number)

### **SECTION 3 - ADDENDA CHECKLIST**

**Proposal of:** \_\_\_\_\_  
(Proposer Name)

**To:** University

**RFP No.:** 743-2026-RFP-1506

Ladies and Gentlemen:

The undersigned Proposer hereby acknowledges receipt of the following Addenda to the captioned RFP (*initial blanks for any Addenda issued*).

No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_ No. 5 \_\_\_\_\_

Respectfully submitted,

**Proposer:** \_\_\_\_\_

**By:** \_\_\_\_\_  
(Authorized Signature for Proposer)

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## **APPENDIX TWO – SAMPLE AGREEMENT**

### **SERVICE AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR**

This Service Agreement ("**Agreement**") is made and entered into effective as of \_\_\_\_\_ (the "**Effective Date**"), by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO, an agency and institution of higher education established under the laws of the State of Texas ("**University**"), and \_\_\_\_\_ ("**Contractor**").

University and Contractor hereby agree as follows:

#### **1. Scope of Work.**

**1.1 The Work.** Contractor will provide \_\_\_\_\_ as more particularly described in the attached and incorporated **Exhibit A** (collectively, the "**Work**" or "**Services**"), in accordance with the terms and conditions of this Agreement.

**1.2 Applicable Laws.** Contractor will obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local, laws, statutes, regulations and ordinances (collectively, **Applicable Laws**), for the performance of Work.

#### **2. Term; Work Schedules.**

**2.1 Term of Agreement.** The initial term of this Agreement ("**Initial Term**") will begin on the Effective Date and expire on \_\_\_\_\_, 20\_\_\_\_. University will have the option to renew this Agreement for \_\_\_\_\_ ( ) additional renewal terms of \_\_\_\_\_ ( ) year each (each a "**Renewal Term**"). The Initial Term and each Renewal Term are collectively referred to as the "**Term**". The term "**Contract Year**" means that period beginning on the Effective Date and ending \_\_\_\_\_, 20\_\_\_\_, and each twelve-month (12-month) period thereafter during the Term of this Agreement.

#### **3. Representations and Warranties**

**3.1 Applicable Laws; University Rules.** Contractor will perform its obligations under the Agreement in compliance with all Applicable Laws. Contractor will perform the Work and conduct all its operations on University's premises in conformity with all University Rules that are applicable to contracted parties, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "**University Rules**" means (i) the Rules and Regulations of the Board of Regents of The University of Texas System (the "**Board**") (found at <https://www.utsystem.edu/offices/board-regents/regents-rules-and-regulations> and referred to herein as the ("**Regents' Rules**"); (ii) the policies of The University of Texas System (found at <https://www.utsystem.edu/sites/policy-library/uts-policies>); (iii) the institutional rules and regulations and policies of University (which may be found at <https://www.utsa.edu/hop/index.html>). In completion of the Work, Contractor agrees that it will comply with all reasonable direction (within the reasonable scope and framework of the Work) that the \_\_\_\_\_ or his/her designees (collectively, the ("**University Representative**") may provide to Contractor.

**3.2 Anti-Trust Laws.** Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for Contractor or any such firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, [Chapter 15, Texas Business and Commerce Code](#), or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor's response to University's procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

**3.2 Performance of Work.** Contractor represents, warrants and agrees that (a) it will use commercially reasonable efforts to perform the Work in a good and workmanlike manner and in accordance with commercially reasonable standards of Contractor's profession or business, and (b) all Work 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.

University at all times is relying on Contractor's skill and knowledge in performing Work. Contractor represents and warrants that Work will be accurate and free from any material defects. Contractor's duties and obligations under this Agreement will not be in any way diminished by reason of any approval by University. Contractor will not be released from any liability by reason of any approval by University.

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

**3.3 Trained Personnel; Business Administration.** 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 Work to be duly registered and licensed under all Applicable Laws. Contractor will furnish efficient business administration and coordination and perform the Work in an expeditious and economical manner consistent with the interests of University. Contractor will assign to the Work a designated representative who will be responsible for administration and coordination of Work. Contractor will ensure all individuals assigned by Contractor to complete the Work will maintain the highest standards of courtesy, service, and professionalism in the performance and completion of Work. Contractor will furnish efficient business administration and coordination and perform Work in an expeditious and economical manner consistent with the interests of University

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

**3.6 Good Standing.** Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the state of its organization and that it is duly organized and in good standing to conduct business in the State of Texas. Contractor represents that 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.

- 3.7 Performance.** 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 of its organizational documents; (b) result in the violation of any provision of any agreement by which it is bound; or (c) conflict with any order or decree of any court or other body or authority having jurisdiction.
- 3.8 Premises.** If this Agreement requires Contractor's presence on University's premises or in University's facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University Rules, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

#### **4. Fees**

- 4.1 Service Fees.** So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for the performance of the Work in accordance with the rate schedule set forth in **Exhibit B**, which is attached and incorporated for all purposes.
- 4.2 Inclusion of Taxes; Statutory Exemption.** The Service Fees include all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement. University (a State agency) is exempt from Texas Sales & Use Tax on Work in accordance with [§151.309, Texas Tax Code](#) and [34 Texas Administrative Code \(TAC\) §3.322](#). Pursuant to 34 TAC §§3.322(c)(4) and (g)(3), this Agreement is sufficient proof of University's tax exempt status and University is not required to provide further evidence of its exempt status.

#### **5. Payment Terms.**

- 5.1** At least ten (10) days before the end of each month during the Term, Contractor will submit to University an invoice covering any Work performed for University to that date, in compliance with **Exhibit B**, Payment for Services. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will pay Contractor for Work in accordance with the *Texas Prompt Payment Act*, [Chapter 2251, Texas Government Code](#). Contractor will submit invoices that include the dates of the Work for which payment is invoiced and details of such Work provided. Payment for Work rendered will not be unreasonably withheld or delayed. If University disapproves any amount submitted for payment by Contractor, University will give Contractor specific reasonable reasons for disapproval in writing. Disputed payments will be addressed in compliance with the Texas Prompt Payment Act.
- 5.2** Within thirty (30) days after final completion and acceptance of Work by University or as soon thereafter as possible, Contractor will submit a final invoice ("**Final Invoice**") setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University, University will pay ("**Final Payment**") to Contractor the amount due under the Final Invoice.
- 5.3** Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a progress payment or Final Payment) to Contractor if Contractor is in default under this Agreement.

- 5.4 The cumulative amount of all progress Payments and the Final Payment (defined above) will not exceed the Contract Amount in **Exhibit B**, Payment for Services.
- 5.5 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.
- 5.6 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.
- 5.7 University will have the right to verify the details 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.
- 5.8 [Section 51.012, Texas Education Code](#), authorizes University to make payments through electronic funds transfer methods. Contractor agrees to accept payments from University through those methods, including the automated clearing house system ("ACH"). Contractor agrees to provide Contractor's banking information to University in writing on Contractor letterhead signed by an authorized representative of Contractor. Prior to the first payment, University will confirm Contractor's banking information. Changes to Contractor's bank information must be communicated to University in accordance with Section 13.8 in writing at least thirty (30) days before the effective date of the change and must include an [IRS Form W-9](#) signed by an authorized representative of Contractor.

## **6. Responsibility for Individuals Performing Work; Criminal Background Checks.**

Each individual who is assigned to perform Work 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 any of the Work under this Agreement. Prior to commencing Work, Contractor will (1) provide University with a list of all individuals who may be assigned to perform Work, and (2) have an appropriate criminal background check ("CBC") performed on all the individuals. If there is any change in the individuals providing the Work, Contractor will notify University and ensure a CBC is performed on any new individual providing Work. CBC shall include verification of such individual's address(es) and social security number. Contractor will determine on a case-by-case basis whether each individual assigned to perform Work is qualified to provide the Work. Contractor will not knowingly assign any individual to provide the Work who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses or identity or personal property theft offenses.

Prior to commencing performance of Work under this Agreement, Contractor will provide University a letter signed by an authorized representative of Contractor certifying compliance with this Section.

## **7. Default and Termination.**

- 7.1 Material Failure.** 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) 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.
- 7.2 Without Cause.** University may terminate this Agreement without cause upon ninety (90) days prior written notice to the Contractor. Upon such termination, University will pay Contractor, at the rate set out in Exhibit B, for all Services performed in accordance with this Agreement through the date of termination. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any Services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
- 7.3 No Release of Liability** Termination under Sections 7.1 or 7.2 will not relieve (i) Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor, nor (ii) University from responsibility to pay for Work performed in accordance with the terms and conditions of this Agreement.

## **8. Relationship of the Parties.**

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

## **9. Indemnification**

- 9.1** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, 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 (1) CONTRACTOR’S PERFORMANCE UNDER OR BREACH OF THIS AGREEMENT AND/OR (2) IN WHOLE OR IN PART FROM 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.

**9.2** IN ADDITION, CONTRACTOR WILL AND DOES HEREBY AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY UNIVERSITY, AND HOLD HARMLESS INDEMNITEES FROM AND AGAINST ALL CLAIMS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY INTEREST ARISING BY OR OUT OF THE PERFORMANCE OF SERVICES OR THE PROVISION OF GOODS BY CONTRACTOR, OR THE USE BY INDEMNITEES, AT THE DIRECTION OF CONTRACTOR, OF ANY ARTICLE OR MATERIAL; PROVIDED, THAT, UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR INFRINGEMENT, UNIVERSITY WILL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR WILL BE GIVEN THE OPPORTUNITY TO NEGOTIATE A SETTLEMENT. IN THE EVENT OF LITIGATION, UNIVERSITY AGREES TO REASONABLY COOPERATE WITH CONTRACTOR. ALL PARTIES WILL BE ENTITLED TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

## **10. Insurance.**

### **10.1 Insurance.**

10.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the [Texas Insurance Code](#), having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits for each coverage. The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's obligations (including Contractor's indemnity obligations) contained in this Agreement. Contractor is solely responsible for procuring insurance in addition to that set forth in this Section 10 as Contractor determines is necessary to protect the Contractor or its agents, representatives, employees, or subcontractors.

10.1.1 Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

Employers Liability - Each Accident	\$1,000,000
Employers Liability - Each Employee	\$1,000,000
Employers Liability - Policy Limit	\$1,000,000

Workers' Compensation policy must include identification of the U.S. states where Contractor is to perform Work for University.

10.1.2 Commercial General Liability Insurance with limits of not less than:

Each Occurrence Limit	\$1,000,000
Damage to Rented Premises	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000

Contractor's Commercial General Liability Insurance policy must be on an ISO CG 00 01 or a substitute form providing equivalent coverage that includes bodily injury, property damage and liability assumed under an insured contract, including defense costs with respect to liability arising out of activities performed by or on behalf of Contractor.

10.1.3 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles used on University's property, with limits of not less than \$1,000,000 single limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

10.1.4 Sexual Abuse and Molestation Liability.

Contractor shall maintain insurance covering liability arising from actual or alleged sexual abuse, sexual assault, molestation, exploitation, or misconduct in connection with Services performed under this Agreement.

Not less than \$1,000,000 per occurrence (or claim)  
\$1,000,000 annual aggregate

Additional Requirements

- Coverage shall apply to acts of employees, agents, volunteers, and subcontractors.
- Coverage may be provided by separate policy or endorsement to General Liability or Professional Liability.
- Any sublimit shall not be less than the required limits stated above.
- Coverage shall not contain exclusions that materially limit claims arising from supervision, hiring, retention, reporting, or institutional liability.
- If written on a claims-made basis, retroactive and extended reporting requirements shall match those required for Professional Liability.

10.1.5 Umbrella/Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate. The Umbrella/Excess Liability policy will be excess over and at least as broad as the underlying coverage as required under sections 10.1.1 Employer's Liability; 10.1.2 Commercial General Liability; 10.1.3 Business Auto Liability; and 10.1.4 Sexual Abuse and Molestation Liability. Inception and expiration dates will be the same as the underlying policies. Drop down coverage will be provided for reduction or exhaustion of underlying aggregate limits and will provide a duty to defend for any insured.

10.2 Contractor will deliver to University:

10.2.1 After the execution and delivery of this Agreement and prior to the performance of any Work by Contractor, evidence of insurance on a Texas Department of Insurance ("TDI") approved certificate form (the Acord form is a TDI-approved form) verifying the existence and actual limits of all required insurance policies; and, if the coverage period shown on the current certificate form ends during the Term, then prior to the end of the coverage period, a new certificate form verifying the continued existence of all required insurance policies. Certificates of Insurance shall reflect applicable limits, sub-limits, self-insured retentions, and deductibles provided by Contractor. The certificate of insurance must confirm the required coverages in the "Description of Operations" or "Additional Remarks" section or Contractor must provide a copy of the declarations page. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, University requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to University.



- 10.2.1.1 **All insurance policies** (with the exception of workers' compensation, employer's liability and professional liability) will be endorsed and name the Board of Regents of The University of Texas System, The University of Texas System, and University as Additional Insureds 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 ongoing 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.
- 10.2.1.2 Contractor hereby waives all rights of subrogation against the Board of Regents of The University of Texas System, The University of Texas System, and University. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of the Board of Regents of The University of Texas System, The University of Texas System, and University. No policy will be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy required in this Section 10.
- 10.2.1.3 Contractor will pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by University prior to the performance of any Work by Contractor under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
- 10.2.1.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

UT San Antonio Risk Management  
One UTSA Circle  
San Antonio, TX 78249  
Email Address: [riskmgmt@utsa.edu](mailto:riskmgmt@utsa.edu)

- 10.3 Contractor's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by University or The University of Texas System. Contractor's or subcontractor's insurance will be kept in force until all Work has been fully performed and accepted by University in writing.
- 10.4 Nothing in this Agreement shall be deemed to limit Contractor's liability under this Agreement to the insurance coverages required by this Section 10. No limitation of liability provided to Contractor under this Agreement, if any, is intended nor shall run to the benefit of any insurance company or in any way prejudice, alter, diminish, abridge or reduce, in any respect, the amount of proceeds of insurance otherwise payable to University under the insurance coverages required to be carried by Contractor under this Agreement, it being the intent of the Parties that the full amount of insurance coverage bargained for be actually available notwithstanding any limitation of liability contained in this Agreement.



## **11. Confidentiality of University Records; Press Releases; Public Information.**

- 11.1.1 Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “**University Records**”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by Applicable Laws. Additional mandatory confidentiality and security compliance requirements with respect to University Records subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”) are addressed in Section 11.2. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by Applicable Laws, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by the National Institute of Standards and Technology and the Center for Internet Security) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all Applicable Laws and the terms of this Agreement; and (4) comply with University Rules regarding access to and use of University’s computer systems, including UTS 165 at <http://www.utsystem.edu/bor/procedures/policy/policies/uts165.html>. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.
- 11.1.2 Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
- 11.1.3 Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.
- 11.1.4 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 11.
- 11.1.5 Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.
- 11.1.6 Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* (“**TPIA**”), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

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

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

11.2 **FERPA Compliance.** Some of the University Records Contractor receives, creates or maintains for or on behalf of University constitute “**Education Records**” (as defined by FERPA), or “Personally Identifiable Information from Education Records” (as defined by FERPA) (collectively “**FERPA Data**”). Before Contractor may access, create or maintain any of University’s FERPA Data, Contractor must execute the FERPA compliance contract addendum (“**FERPA Confidentiality and Security Addendum**”), attached as **EXHIBIT D**, FERPA Confidentiality and Security Addendum, and incorporated for all purposes. The FERPA Confidentiality and Security Addendum contains terms required by University to ensure that Contractor complies with FERPA (including the requirements of 34 CFR § 99.33(a)) and University Rules related to FERPA, including (i) a description of all FERPA Data subject to this Agreement, and (ii) recognition that University retains the right to control Contractor’s access, use, and disclosure of all FERPA Data. Except to the extent Section 11 conflicts with the FERPA Confidentiality and Security Addendum, Contractor will comply with Section 11 in connection with all FERPA Data. To the extent that the FERPA Confidentiality and Security Addendum conflicts with any term contained in this Agreement, the terms of the FERPA Confidentiality and Security Addendum will control.

## **12. Additional Statutory and Regulatory Provisions.**

12.1 **Governing Law.** Bexar County, Texas, will 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 to this Agreement, and all claims arising out of or relating to this Agreement, and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

12.2 **Breach of Contract Claims.** To the extent that [Chapter 2260, Texas Government Code](#), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims. The parties specifically agree (i) neither execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University’s or the state’s sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

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

12.4 **Payment of Debt or Delinquency to the State.** Pursuant to §§[2107.008](#) and [2252.903](#), *Texas Government Code*, Contractor agrees any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency Contractor owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

- 12.5 Texas Family Code Child Support Certification.** Pursuant to [§231.006, Texas Family Code](#), Contractor certifies it is not ineligible to receive the award of or payments under the Agreement, and acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.6 HUB Subcontracting Plan.** Contractor will comply with and use good faith efforts to subcontract work performed under the Agreement in accordance with the Historically Underutilized Business Subcontracting Plan (“HSP”) as submitted University and signed by Contractor on \_\_\_\_\_, 20\_\_\_\_, which is attached and incorporated as **Exhibit C**. Except as specifically provided in the HSP, Contractor will not subcontract any of its duties or obligations under this Agreement, in whole or in part. This Agreement is subject to [34 TAC §20.285](#). Contractor will comply with all of its duties and obligations under [34 TAC §20.285](#). In addition to other rights and remedies, University may exercise all rights and remedies authorized by [34 TAC §20.285](#).
- 12.7 State Auditor’s Office.** Contractor understands acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (“**Auditor**”), to conduct an audit or investigation in connection with those funds (ref. §§[51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Texas Education Code*). Contractor agrees to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
- 12.8 Ethics Matters; No Financial Interest.** Contractor and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy available at <https://www.utsa.edu/hop/chapter1/1-33.html> , University’s Standards of Conduct Guide available at <http://www.utsa.edu/acrs/Compliance/eguide/home.html> , and applicable state ethics laws and rules available at <https://www.utsystem.edu/offices/systemwide-compliance/ethics>. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
- 12.9 Contractor Certification Regarding COVID-19 Vaccination.** Pursuant to Section 161.0085, *Texas Health and Safety Code (enacted by SB 968, 87<sup>th</sup> Texas Legislature, Regular Session (2021))*, Contractor certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Contractor’s business. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.10 Certification regarding Business with Certain Countries and Organizations.** Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Contractor certifies Contractor (1) is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.11 Certification regarding Boycotting Israel.** Pursuant to [Chapter 2271, Texas Government Code](#), Contractor certifies Contractor (1) does not currently boycott Israel; and (b) will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 12.12 Contractor Verification Regarding Discrimination Against Firearm Entities or Trade Associations.** Pursuant to [Chapter 2274, Texas Government Code](#), Contractor verifies (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

- 12.13 Contractor Verification Regarding Boycotting Energy Companies.** Pursuant to [Chapter 2276, Texas Government Code](#), Contractor verifies (1) it does not boycott energy companies and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.
- 12.14 Certification Required by Texas Governor Executive Order GA-48.** Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), Contractor certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:
- Listed in Section 889 of the 2019 National Defense Authorization Act (“**NDAA**”);
  - Listed in Section 1260H of the 2021 NDAA;
  - Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
  - Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.
- 12.15 Loss of Funding.** Performance by University under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (“**Legislature**”) and/or allocation of funds by the Board of Regents of The University of Texas System (“**Board**”). If Legislature fails to appropriate or allot necessary funds, or Board fails to allocate necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond University's control.
- 12.16 Prohibited Activities.** Contractor represents, certifies, and warrants that Contractor and its employees, agents, representatives, and subcontractors (1) have not violated and will not violate [Chapter 2261, Subchapter G of the Texas Government Code](#) (“**Subchapter G**”), including engaging in any of the prohibited activities identified in Subchapter G and (2) will fully cooperate in any investigations conducted under Subchapter G. Contractor understands and agrees that violations of Subchapter G may result in enforcement actions, contract terminations (including, but not limited to, termination of this Agreement), liabilities, disqualifications, causes of action, lawsuits, damages, costs, and injunctive relief as provided by Subchapter G.
- 12.17 Prohibition on Diversity, Equity, and Inclusion.** Contractor must perform all Work under this Agreement in full compliance with Section [51.3525, Texas Education Code](#). Specifically, in its performance of Work Contractor must not:
- establish, maintain, use, or perform the duties of a diversity, equity, and inclusion office as defined in Section 51.3525;
  - compel, require, induce, or solicit any person to provide a diversity, equity, and inclusion statement or give preferential consideration to any person based on the provision of such a statement;
  - give preference on the basis of race, sex, color, ethnicity, or national origin to any applicant for University employment or for participation in any function of the University, including in the course of Contractor's identification of persons for University's consideration as a potential applicant, employee, or participant; or
  - require any person to participate in diversity, equity, and inclusion training.
- 12.18 Limitations.** THE PARTIES ARE AWARE THAT THERE MAY BE CONSTITUTIONAL AND STATUTORY LIMITATIONS ON THE AUTHORITY OF UNIVERSITY (A STATE AGENCY) TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THOSE TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR



OMISSIONS OF THIRD PARTIES; ARBITRATION; PAYMENT OF ATTORNEYS' FEES; 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.

**12.19 Texas Public Information Act.** Notwithstanding any term or condition herein to the contrary, Contractor understands and acknowledges that University is an agency of the State of Texas and subject to the provisions of the Texas Public Information Act, Chapter 552, *Texas Government Code*. Nothing in this Agreement will be construed to prevent or restrict University from full compliance with such Act.

**12.20 Undocumented Workers.** The *Immigration and Nationality Act* ([8 USC §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 CFR §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 Applicable Laws. 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 Applicable Laws, University may terminate this Agreement in accordance with Section 7. 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.

**12.21 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.

**12.22 Board of Regents Approval.** This Agreement is not effective for amounts exceeding Five Million Dollars (\$5,000,000.00) in the aggregate unless approved by the Board of Regents of The University of Texas System.

### **13. Miscellaneous**

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

**13.2 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, fire, sabotage, or any other circumstances of like character (force majeure occurrence). Provided, however, in the event of a force majeure occurrence, Contractor agrees to use its best efforts to mitigate the impact of the occurrence so that University may continue to provide mission critical

services during the occurrence. Taxes, tariffs, or other charges imposed by a governmental entity do not constitute a force majeure occurrence.

- 13.3 Assignment and Subcontracting; Binding Effect.** Contractor's interest in this Agreement, and the fees due to Contractor under this Agreement, delegated, or otherwise transferred to a third party, in whole or in part. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
- 13.4 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.
- 13.5 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.
- 13.6 Audit; Records.** University reserves the right to audit Contractor's compliance with this Agreement related to Service Fees, invoicing, and any other payments made by University to Contractor under this Agreement. Records and documentation of Service Fees, invoicing and any other payments made to Contractor under this Agreement will be made available to University or its authorized representative during business hours and will be retained for four (4) years after final payment or termination or expiration of this Agreement, unless University otherwise instructs Contractor in writing.
- 13.7 Severability.** In case any provision of this Agreement is, for any reason, 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.
- 13.8 Notices.** Any notices required under this Agreement will be in writing and sent via certified mail, hand delivery, overnight courier, or e-mail as provided below, and notice will be deemed given if delivered by (i) certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) hand, overnight courier, or (iii) e-mail, when fully transmitted with reasonable confirmation of receipt:

If to University:       The University of Texas at San Antonio  
One UTSA Circle  
San Antonio, Texas 78249  
Attention:  
Email:

*With copy to:*       The University of Texas at San Antonio  
One UTSA Circle  
San Antonio, Texas 78249  
Attention: Senior Executive Vice President and Chief Operating Officer  
Email: [vpbaoffice@utsa.edu](mailto:vpbaoffice@utsa.edu)

If to Contractor:       \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

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

**13.9 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 expiration or termination.

University and Contractor have executed and delivered this Agreement to be effective as of the Effective Date.

**UNIVERSITY:**

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**Attach:**

**EXHIBIT A** – Scope of Work

**EXHIBIT B** – Service Fees

**EXHIBIT C** – HUB Subcontracting Plans

**EXHIBIT D** – FERPA Confidentiality and Security Addendum

**EXHIBIT A**  
**SCOPE OF WORK**

*To be inserted*

**EXHIBIT B**  
**SERVICE FEES**

*To be inserted*

**EXHIBIT C**  
**HUB Subcontracting Plan**

*To be inserted*

**EXHIBIT D**  
**FERPA Confidentiality and Security Addendum**

**FERPA CONFIDENTIALITY AND SECURITY ADDENDUM**

This FERPA Confidentiality and Security Addendum (“**Addendum**”) is made and entered into effective as of \_\_\_\_\_ (the “**Effective Date**”), by and between THE UNIVERSITY OF TEXAS AT SAN ANTONIO, a state agency and institution of higher education established under the laws of the State of Texas (“**University**”) and \_\_\_\_\_ (“**Contractor**”) (collectively, “**Parties**”). The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records, subject to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“**FERPA**”), which Contractor may create, receive, or maintain on behalf of University pursuant to the \_\_\_\_\_ Agreement entered into between University and Contractor and dated effective \_\_\_\_\_ (“**Underlying Agreement**”).

1. **FERPA.** The Parties understand and agree that:
  - 1.1 As part of the work (“**Work**”) Contractor will provide pursuant to the Underlying Agreement, Contractor is expected to create, receive or maintain records or record systems from or on behalf of University that (i) are subject to FERPA or (ii) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, “**FERPA Records**”), such as \_\_\_\_\_. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.
  - 1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received or maintained by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.
2. **FERPA Compliance.** In connection with all FERPA Records that Contractor may create, receive or maintain on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (i) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement and (ii) understands and agrees to all of the following terms and conditions *without reservation*:
  - 2.1 **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor will hold University FERPA Records in strict confidence. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.
  - 2.2 **Maintenance of the Security of FERPA Records:** Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use and Security Policy, UTS 165 at <http://www.utsystem.edu/bor/procedures/policy/policies/uts165.html>, to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.
  - 2.3 **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Contractor, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Contractor’s report will identify: (i) the nature of the unauthorized use or disclosure; (ii) the FERPA Records used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what



Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an "Education Record" (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

2.4 **Right to Audit:** If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, then University may audit Contractor's compliance with FERPA as Contractor's compliance relates to University's FERPA Records maintained by Contractor.

2.5 **Five Year Exclusion for Improper Disclosure of Education Records:** Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University's "Education Records" (as defined by FERPA) by Contractor or its employees or agents may result in Contractor's complete exclusion from eligibility to contract with University for at least five (5) years.

3. **Return of FERPA Records.** Contractor agrees that no later than thirty (30) days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University's written request, Contractor will halt all access, use, creation, or processing of FERPA Records and will return to University all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University.

4. **Disclosure.** Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing

5. **Termination.** This Addendum will remain in effect until the earlier of (i) expiration or termination of the Underlying Agreement or (ii) the date University terminates this Addendum by giving Contractor sixty (60) days' written notice of University's intent to terminate. **Sections 2, 3, 4, and 6** of this Addendum will survive expiration or termination of the Underlying Agreement and this Addendum.

6. **Breach.** In the event of a breach, threatened breach or intended breach of this Addendum by Contractor, University (in addition to any other rights and remedies available to University at law or in equity) will be entitled to preliminary and final injunctions, enjoining and restraining such breach, threatened breach or intended breach.

7. **Governing Law.** The validity, construction, and performance of this Addendum are governed by the laws of the State of Texas, and suit may be brought in Bexar County, Texas, to enforce the terms of this Addendum.

8. **Non-Assignment.** The rights and obligations of the Parties under this Addendum may not be sold, assigned or otherwise transferred.

**AGREED TO AND SIGNED BY THE PARTIES.**

**UNIVERSITY:**

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

### **APPENDIX THREE - SUBCONTRACTING PLAN**

See Buyer Attachments in the Sourcing Event

## **APPENDIX FOUR - CAMPUS MAP**

<https://www.utsa.edu/about/campuses/>