



155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA

tel: +1-818-230-9700  
fax: +1-818-230-9505

www.everb

**Prepared for:**

[REDACTED]  
University of North Texas  
Chestnut Ave.  
Denton TX 76203-1277  
United States  
Ph: (940) 369-5640  
Fax: (940)565-4466  
[REDACTED]

**Quote #:** Q-27602  
**Date:** 4/15/2019  
**Expires On:** 7/24/2019  
**Confidential**

**Salesperson:** [REDACTED]  
**Phone:** [REDACTED]  
**Email:** [REDACTED]

**Qu**

**Contract Summary Information:**

Contract Period: 60 Months

## Year 1

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,896.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 1 TOTAL:		

## Year 2

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 2 TOTAL:		

## Year 3

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 3 TOTAL:		

## Year 4

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00
Year 4 TOTAL:		

## Year 5

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	USD 56,349.37
51,000	Everbridge Community Engagement	USD 5,676.56
10	Additional CE/VE Keywords	USD 10,000.00
1	Everbridge Connector for Alertus	USD 0.00

**Pricing Summary:**

Year One Fees:	USD 72,572.93
One-time Implementation and Setup Fees:	USD 4,551.71
Professional Services:	USD 0.00
<b>Total Year One Fees Due:</b>	<b>USD 77,124.64</b>

**Ongoing Fees:**

Year Two Fees:	USD 72,025.93
Year Three Fees:	USD 72,025.93
Year Four Fees:	USD 72,025.93
Year Five Fees:	USD 72,025.93

**Terms & Conditions**

1. Additional rates apply for all international calls.
2. This Quote and the Service(s) provided are subject to the Master Service Agreement ("Service Agreement") entered between Everbridge and University of North Texas on or around June, 7 2019.
3. By signing this Quote you represent that you read, understand and agree to the terms of the Service Agreement and on behalf of the Client to execute the Quote and bind Client to the Service Agreement.
4. Subject to sales taxes where applicable.
5. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes only and are not intended to be legally binding or override the language of the Service Agreement (\*Year One Fees are the total of the subscription fees and any one-time fees, i.e., Professional Services.)

Authorized by Everbridge:

6/5/19

To accept this quote, sign, date and return:

Date:

Title:

155 North Lake Avenue, Suite 900  
Pasadena, CA 91101 USA  
Tel: +1-818-230-9700  
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!





**Everbridge, Inc.  
Master Services Agreement**

This Master Services Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**") and University of North Texas ("**Client**"), effective on the date of Client's signature below ("**Effective Date**"). Everbridge and Client are each sometimes referred to as a "**Party**" and collectively, the "**Parties**."

## **1. SERVICES.**

**1.1 Orders.** Everbridge shall provide Client access to its proprietary interactive communication solutions (the "**Solutions**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**") and the applicable Solution documentation (the "**Documentation**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

**1.2 Users; Contacts.** "**Users**" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or its Affiliates (as defined below). "**Contacts**" are individuals who Client designates as authorized to receive notifications or other communications through the Solutions and/or who provide their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

**1.3 Affiliates.** An Affiliate may purchase Services to the same extent as Client, provided that such purchases shall be on the same terms and conditions as this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliate. Solely as to the Agreement between Everbridge and such Affiliate, all terms and references to "Client" shall refer to such Affiliate upon execution of an applicable Quote. By executing a Quote each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition, means (i) the ownership of greater than 50% of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that becomes an Affiliate after the execution of this Agreement will be deemed to be an Affiliate under this section.

**2. PAYMENT TERMS.** Everbridge shall invoice Client annually in advance for all Solutions and Professional Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the

then applicable rate. All Professional Services may be billed within 12 months from date of purchase. Late payment interest at a rate of one and one-half percent (1.5%) of the highest rate allowed by applicable law, with the highest rate allowed by applicable law, with the highest rate allowed by applicable law. Such interest shall be in addition to any other right of Everbridge. Unless otherwise provided, the fees and charges do not include any local, state, federal taxes, levies or duties of any nature, all of which Client shall be responsible for paying, except for those relating to Everbridge property. If Everbridge is legally obligated to collect sales tax for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides an exemption certificate. If Client requires the use of a third party for invoice processing, Client shall bear the cost associated with such third party.

## **3. RESPONSIBILITIES.**

**3.1 Client Data.** Client shall retain all rights in all Contact data and all electronic data provided to Everbridge to or through the Solutions ("Client Data"). Client represents that it has the right to authorize Everbridge to collect, store and process Client Data, subject to the terms of this Agreement. Client shall provide to Everbridge all Contact data it provides to Everbridge.

**3.2 Use of Solutions.** Client is responsible for all data occurring under Client's account(s) and shall comply with applicable Privacy Laws (as defined below) and applicable laws and regulations in connection with the Services, including its provision of Client Data. Where applicable, Client shall obtain the necessary permissions from Contacts to send communications through the Solutions. Client shall use the Service in accordance with Everbridge's applicable Acceptable Use Policy posted on [www.everbridge.com](http://www.everbridge.com). Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that constitutes a breach or violation of this Agreement. Client acknowledges that the Solutions are a passive service and that Everbridge does not screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous or otherwise unlawful content in any Client Data, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise processed through the Solutions by Client, Users or Contacts.

**3.3 Data Privacy.** Everbridge shall abide by applicable Privacy Laws in connection with the operation of the Solutions. Everbridge is certified under the EU-US Privacy Shield and remains certified under Privacy Shield or an appropriate regime throughout the term of this Agreement. If Client is subject to a Privacy Shield regime, neither Privacy Shield nor a successor regime shall apply. Client and Everbridge shall enter into a data processing agreement incorporating the Standard Contractual Clauses for the processing of personal data to processors. "**Privacy Laws**" means applicable privacy laws in Canada, U.K., and European Union, laws, treaties, regulations, and other legal instruments regarding consumer and data protection and implemented by European Union Member States, including Directive 95/46 EC (the "**Directive**") and, from and after May 25, 2018, applicable data protection laws, including the General Data Protection Regulation 2016/679 (the "**GDPR**"). For the purposes of this Agreement, Client is the data controller and Everbridge is the data processor as such terms



Directive and the GDPR. Everbridge shall follow Client's reasonable instructions in relation to the processing of Client Data, and Client shall be responsible for any claim, loss, expense, or damage that arises or is incurred by Everbridge as a result of Everbridge following such instructions. Additional specific requirements with respect to the processing of Client Data subject to the GDPR are set forth in Exhibit B.

**3.4 Data Security.** Everbridge's IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18). Upon request, Everbridge shall provide Client with a copy of its current SSAE 18 SOC 2 report. Everbridge's security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

**4. TERM.** The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the contract period specified therein ("Initial Service Term"). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term ("Renewal Term"), unless otherwise agreed to by the parties. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term's expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

## **5. TERMINATION; SUSPENSION.**

**5.1 Termination by Either Party.** Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

**5.2 Termination or Suspension for Non-Payment.** If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days' prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including

payment) under this Agreement. In lieu of ten payment, Everbridge may suspend Client's Solutions upon written notice to Client.

**5.3 Suspension.** Everbridge may suspend access to the Solutions or any portion thereof in the event of (i) network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition of the Solution. Everbridge shall use its best efforts to reactivate any affected portion of the Solution as soon as possible.

## **6. PROPRIETARY RIGHTS.**

**6.1 Grant of License.** Subject to the conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-transferable, non-sublicensable right to use the Solutions.

**6.2 Restrictions.** Client shall use the Solutions for its internal business purposes. In particular, Client shall not include service bureau or subcontractors in the Solutions; rent, lease, license, sublicense, sell, transfer, assign, distribute or otherwise convey the Solutions or make the Solution available to any third party not expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer, decompile, remove, obscure or alter any proprietary notice or any materials made available by Everbridge; (iv) post, transmit or introduce any device, software or code (including viruses, worms or other harmful code) or attempts to interfere with the operation of the Solutions; or (v) defeat or attempt to defeat any security measures of the Solution.

**6.3 Reservation of Rights.** The Solutions include associated computer software (whether in source code, or other form), databases, indexing, search methods and routines, HTML, active server pages and similar materials) and all intellectual property rights therein, and interest therein (collectively, "IP Rights"). IP Rights conceived by Everbridge alone or in conjunction with others constitute Confidential Information and the value thereof is property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable laws of the United States and other countries. Everbridge reserves the right to use the Solutions and all feedback (except for the Client Data) provided by Client and its Users, Client and Contacts in conjunction with the Solutions; (ii) all transactional, performance, derivative data generated in connection with the Solutions, will be used to improve the functionality and performance of the Solutions. Except for the rights expressly granted to Client, all rights in and to the Solutions and all of the fruits thereof (including the rights to any work product, Professional Services and to any modifications, configuration or derivative work of the Solutions) remain solely owned by Everbridge and its licensors. Everbridge may use and provide Solutions, Professional Services to others that are similar to those provided hereunder, and Everbridge may use in the provision of any knowledge, skills, experience, ideas, concepts, techniques used or gained in the provision of Professional Services to Client, provided that, Client Data or Client Confidential Information is not disclosed.

## **7. CONFIDENTIAL INFORMATION.**

**7.1 Definition.** "Confidential Inform

information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

**7.2 Protection.** Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

**7.3 Upon Termination.** Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

## **8. WARRANTIES; DISCLAIMER.**

### **8.1 Everbridge Warranty and Support Services.**

a. General Warranty and Support Services. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the applicable Solution Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards.

b. Visual Command Center Warranty and Support Services. For the sale of Visual Command Center ("VCC") only and notwithstanding anything in this Section 8.1 to the contrary, Everbridge shall maintain a hosted VCC service uptime of at least 99% in a calendar month. Periods in which scheduled maintenance occurs or in which data feed availability, performance (speed of response), and general Internet issues occur shall not be used for purposes of calculating downtime. Everbridge shall provide customer support in accordance with its current software

support services policy |  
<https://www.everbridge.com/vcc-support-policy/>.

**8.3 Disclaimer.** THE FOREGOING RI ONLY WARRANTIES MADE BY EVERBRIDGE AND EVERBRIDGE EXPRESSLY DISCLAIM WARRANTIES OF ANY KIND, WHETHER EXP STATUTORY, OR OTHERWISE, WAF MERCHANTABILITY OR FITNESS FOR / PURPOSE, TO THE MAXIMUM EXTENT I APPLICABLE LAW. EVERBRIDGE DOES NOT I THE SOLUTION WILL OPERATE ERROR FRE INTERRUPTION. WITHOUT LIMITING THE FOI EVENT SHALL EVERBRIDGE HAVE ANY PERSONAL INJURY (INCLUDING DEATH) DAMAGE ARISING FROM FAILURE OF THE DELIVER AN ELECTRONIC COMMUNICATI CAUSED AND UNDER ANY THEORY OF LIA EVERBRIDGE HAS BEEN ADVISED OF THE SUCH DAMAGE.

**8.4 SMS Transmission.** CLIENT A THAT THE USE OF SHORT MESSAGING SE ALSO KNOWN AS TEXT MESSAGING, AS SENDING MESSAGES INVOLVES A REASI POSSIBILITY FROM TIME TO TIME UNDELIVERED, OR INCOMPLETE MESSAGE! PROCESS OF TRANSMITTING SMS MESS UNRELIABLE AND INCLUDE MULTIPLE THIRI PARTICIPATE IN THE TRANSMISSION PROCI MOBILE NETWORK OPERATORS AND TRANSMISSION COMPANIES. ACCORDINGL RECOMMENDS THAT SMS MESSAGING NC THE SOLE MEANS OF COMMUNICATION IN / SITUATION.

## **9. INDEMNIFICATION.**

**9.1 By Client.** To the extent auth Constitution and the laws of the State of Texas, C indemnify and hold Everbridge harmless ag; damage (including reasonable attorneys' fi connection with any third party claim, suit or pro arising out of any data sent, posted or otherwi the Solution by Client or Contacts, or any br Sections 3 or 6.

**9.2 By Everbridge.** Everbridge shall and hold Client harmless from and against a Client alleging that the Solution as provided he an issued patent or other IP Right. If (x) any asp is found or, in Everbridge's reasonable opinion is to infringe upon the IP Right of a third party or use of the Solution is enjoined, then Everbridge at its own cost and expense at its option: (i) ok right to continue using the Solution; (ii) modify : Solution so that it is non-infringing; or (iii) repla the Solution with a non-infringing functional equ commercially reasonable efforts, Everbridge di faith that options (i) - (iii) are not feasible, Everl the infringing items from the Solution and refund rata basis any prepaid unused fees paid fr element. The remedies set forth in this Sectic exclusive remedy for Claims for infringemen Everbridge shall have no obligation or liabil pursuant to this Section to the extent aris combinations, operation, or use of the Solution s Agreement with any product, device, or softwa

Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

**9.3 Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

**10. LIABILITY LIMITS.** To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

**11. INSURANCE.** Everbridge will maintain during the term of this Agreement the following coverages: (i) General Liability insurance, with liability limits of at least \$5,000,000; (ii) Professional Liability coverage with limits of at least \$5,000,000; and (iii) workers' compensation insurance as required by the state or local law in which the work is performed. Upon request by Client, Everbridge shall provide Client a certificate of insurance evidencing such coverages.

## **12. MISCELLANEOUS.**

**12.1 Non-Solicitation.** As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

**12.2 Force Majeure; Limitations.** Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

**12.3 Waiver; Severability.** The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such

provisions. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, that provision shall, to the extent deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible to give effect to the intent of the parties.

**12.4 Assignment.** Neither party may assign this Agreement to any third party except upon the prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliate or to a successor to the business of the assigning Party resulting from a reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party may assign this Agreement to any third party which is a competitor of the Party.

**12.5 Notices.** Legal notices (e.g., notices of termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified mail. Legal notices shall be deemed to have been given if under (c), three (3) business days after being mailed. Either party may change its address by giving written notice of its new address to the other party pursuant to this Section, identifying the effective date of such change. All other notices to Client's billing contact shall be provided to the Registration Form or, with respect to availability of the Solutions, to the Everbridge Client Portal.

**12.6 Marketing.** Client consents to Everbridge using Client's name as an Everbridge Client in Everbridge's marketing materials, and other marketing materials.

**12.7 Export Compliant.** Neither Party shall export directly or indirectly, any technical data acquired pursuant to this Agreement or any product utilizing such data to any country for which the U.S. Government requires an export license at the time of export requires an export license or governmental approval without first obtaining approval. Client shall not permit Users to send data to or from a U.S. embargoed country or in violation of export law or regulation.

**12.8 General.** This Agreement, including any Quote, constitutes the entire agreement between the Parties, oral or written, with respect to the matter hereof, including any confidentiality obligations. This Agreement shall not be modified or amended except by a written agreement signed by both Parties. ANY NEW TERMS INTRODUCED IN A PURCHASE ORDER OR ORDER CONFIRMATION DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT TO THE EXTENT OF EVERBRIDGE'S ACKNOWLEDGEMENT OF SUCH DOCUMENT OR ACCEPTANCE OF IT. THIS AGREEMENT SHALL CONSTITUTE AGREEMENT TO ANY OTHER TERMS SET FORTH IN THIS AGREEMENT. No third party beneficiaries to this Agreement. Any condition that, by its express terms or natural construction, is intended to survive the termination or expiration of this Agreement shall survive any such termination or expiration of this Agreement, and any other document referencing this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to execute its digital or electronic signature, whether by

machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized repres

**EVERBRIDGE, INC.**

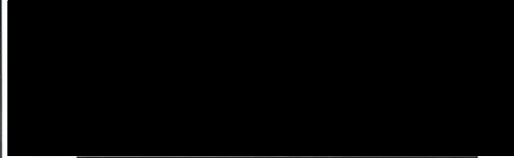


Date: May 5, 2019

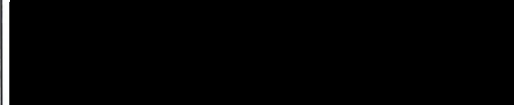
Address:  
25 Corporate Drive  
Burlington, Massachusetts 01803

**For legal notice:**  
Attention: Legal Department

**CLIENT:** University of North Texas



**Client's Address:**



**Address for Legal Notice:**

1112 Dallas Dr., Ste. 4000  
Denton, TX 76205





EXHIBIT A  
Additional Business Terms

*The following additional business terms are incorporated by reference into the Agreement as applicable to particular products and services described on the Quote.*

**If Client Is Ordering Nixle® Branded Products or Community Engagement:**

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative communications Client sends through the Solutions for public facing communications to citizens, other contacts and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Communications**"), (b) use and display Client's trademarks, service marks and logos, solely as part of the Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client's website to drive Contact opt-in registrations. Client further acknowledges and agrees that all personal information from registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

**If Client Is Ordering Everbridge Branded Products:**

1. **Types of Notifications. "Emergency Notifications"** are communications sent by Client through the Solution to Contacts via one or multiple communication paths to advise Contacts of an immediate or expected emergency threatening condition or critical circumstance, but excluding any Contact responses thereto. Emergency Notifications also include a reasonable number of test messages sent on a periodic basis during an annual period. "**Non-Emergency Notifications**" are communications sent by Client through the Solution to multiple Contacts via one or more communication paths which are not characterized as Emergency Notifications, and any Contact responses to such communications or to any Emergency Notifications.
2. **Messaging Minutes.** For the Mass Notification Solution, unless Client has purchased "Unlimited Use" minutes, Client must purchase units of usage ("**Messaging Minutes**") to send Non-Emergency Notifications. No Messaging Minutes shall be required to send domestic Emergency Notifications, push notifications or email messages. The duration of use is considered to be the country of the Client's registered office address in this Agreement. Unused Messaging Minutes expire at the end of the annual billing period under the applicable Quote, and are not refundable. If Client has purchased "Unlimited Use" as identified on the applicable Quote, such unlimited use does not include conference minutes, or usage, which must be purchased separately.
3. **Usage.** Messaging Minutes shall be calculated as follows:
  - For text messages, one Message Minute for each 146 characters or portion thereof.
  - For voice messages, one Message Minute per minute or portion of a minute of the voice message.
  - For conference minutes, one Message Minute per minute or portion of a minute of the voice call or meeting.
  - Additional charges may apply for international notifications.
4. **Emergency Notification Review.** For Clients purchasing the Mass Notification Solution, Everbridge may, at its discretion, review message content to verify that messages have been appropriately characterized as Emergency Notifications. If Client has not characterized a message appropriately, then Everbridge may recharacterize the message in its reasonable judgment, and apply Messaging Minutes in accordance with the above Usage allocation. Intentional mischaracterization of Emergency Notifications, or mischaracterization of more than three Emergency Notifications in a twelve-month period, shall constitute a material default under this Agreement.
5. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has access to Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feeds shall be to terminate the Data Feed with no further payments due. "**Data Feed**" means data content licensed by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather information and warnings, 911 data, third party maps, and situational intelligence). Client further agrees that the Data Feed Terms and Conditions found at <https://www.everbridge.com/wp-content/uploads/2014/01/A1-A2-and-A3.pdf>.
6. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Solution, Client shall designate as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such Users shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage IT alerts as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided

of incident templates purchased pursuant to the Quote. **"Incident Administrator"** means an individual who by Client as an organizational administrator for the Incident Management or IT Alerting Solution. **"Incident Operator"** means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.

7. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions (**"Secure Messaging"**) shall comply with all applicable privacy laws, including the Health Insurance Portability and Accountability Act (**"HIPAA"**), the Health Information Technology for Economic and Clinical Health Act (**"HITECH Act"**), the Gramm-Leach-Bliley Act, and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-urgent messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided by the services could lead to death, personal injury or property damage.

#### **Non-Critical Messaging**

1. If Client is using the solution to send non-emergency calls, text messages or emails to consumers, Client expects to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, **"Consumer Protection Law"**). Client shall ensure that these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages violate these Consumer Protection Laws. To the extent authorized under applicable law, Client shall defend, indemnify and hold Everbridge harmless from any violation by Client of Consumer Protection Law. Client further agrees that all advertising or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association at <http://mmaglobal.com/policies/code-of-conduct>.



EXHIBIT B  
GDPR Requirements

*The following terms are incorporated by reference into the Agreement as applicable to the extent that any Data is subject to the requirements of the GDPR.*

1. **Confidentiality of Processing.** Everbridge shall ensure that any person that it authorizes to process Data (including Everbridge's staff, agents and subcontractors) (an "**Authorized Person**") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to disclose the Client Data who is not under such a duty of confidentiality. Everbridge shall ensure that all Authorized Persons process the Client Data only as necessary for the purposes permitted under the Agreement.
2. **Security.** Everbridge shall implement appropriate technical and organizational measures to protect the Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to (a "**Security Incident**"). Such measures shall have regard to the state of the art, the costs of implementing the measures, the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity of the impact on the rights and freedoms of natural persons. Such measures shall include, as appropriate:
  - (a) the pseudonymization and encryption of personal data;
  - (b) the ability to ensure the ongoing confidentiality, integrity, availability, and resilience of processing services;
  - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a technical incident; and
  - (d) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
3. **Subprocessing.** Everbridge shall not subcontract any processing of the Data to a third party subprocessor without the prior written consent of Customer, except as set forth in this Section 3. Customer consents to Everbridge engaging third party subprocessors to process the Client Data provided that: (i) Everbridge provides (30) days' prior notice of the addition or removal of any subprocessor (including details of the processing to be performed or will perform), which may be given by posting details of such addition or removal at the following URL: <https://www.everbridge.com/wp-content/uploads/2018/02/Everbridge-Sub-Processor-List-for-GDPR-2-Final.pdf>; (ii) Everbridge imposes data protection terms on any subprocessor it appoints that protect the Data to the same standard provided for by these terms; and (iii) Everbridge remains fully liable for any breach of the terms that is caused by an act, error or omission of its subprocessor. If Client refuses to consent to the appointment of a third party subprocessor on reasonable grounds relating to the protection of the Client Data, either Everbridge will not appoint the subprocessor or Client may elect to suspend or terminate the Agreement without penalty.
4. **Cooperation and Data Subjects' Rights.** Everbridge shall provide all reasonable and timely assistance (at Client's expense) to enable Client to respond to: (i) any request from a data subject to exercise any rights under applicable Privacy Laws (including its rights of access, correction, objection, erasure and data portability); and (ii) any other correspondence, enquiry or complaint received from a data subject, regardless of whether the third party in connection with the processing of the Client Data. If any such request, correspondence or complaint is made directly to Everbridge, Everbridge shall promptly inform Client providing full details of the request, correspondence or complaint.
5. **Data Protection Impact Assessment.** If Everbridge believes or becomes aware that its processing of the Data is likely to result in a high risk to the data protection rights and freedoms of data subjects, it shall inform Client and (at Client's expense) provide Client with all such reasonable and timely assistance as may be required in order to conduct a data protection impact assessment and, if necessary, consult with its competent supervisory authority.
6. **Security incidents.** Upon becoming aware of a Security Incident, Everbridge shall inform Client without delay and shall provide all such timely information and cooperation as Client may reasonably require to enable Client to fulfil its data breach reporting obligations under (and in accordance with the timescales set forth in) applicable Privacy Laws. Everbridge shall further take all such measures and actions as are necessary to prevent or mitigate the effects of the Security Incident for which Everbridge is responsible and shall keep Client informed of all developments in connection with the Security Incident.
7. **Audit.** Client acknowledges that Everbridge is regularly audited against SSAE 18 SOC 2 standards by third party auditors. Upon request, Everbridge shall provide a summary copy of its audit reports to Client. Everbridge shall also provide to Client a completed security questionnaire. Such information shall be subject to the confidentiality provisions of the Agreement. To the extent expressly required in writing by a competent data protection authority in connection with a Security Incident involving Client Data, Everbridge shall permit Client (or its appointed third party auditor) to audit Everbridge's compliance with these terms and the data privacy provisions of the Agreement, and shall make available to Client such information, systems, and staff as may be reasonably necessary for Client (or

auditors) to conduct such audit. Everbridge acknowledges that Client (or its third party auditors) may access Client's premises for the purposes of conducting such audit, provided that Client gives Everbridge reasonable notice of its intention to audit, conducts its audit during normal business hours, and takes all reasonable steps to prevent unnecessary disruption to Everbridge's operations.

8. **Disclosure to Authorities.** Everbridge acknowledges that Client may disclose these terms and the provisions of the Agreement to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.

## EXHIBIT C

### UNT Terms

The following terms are incorporated by reference into the Agreement. In the event of a conflict between terms of the main body of the Agreement and the terms in this Exhibit C, the terms of this Exhibit C shall control.

1. Provision of Services. Everbridge shall provide all necessary personnel, equipment, supplies, and facilities in the performance of the Services. Everbridge shall perform the Services to the standard of professional care, skill, and diligence customarily and ordinarily provided in the performance of such services.

2. Term. The Initial Term of this Agreement shall begin upon signature by both parties and shall continue for five (5) years, with one (1) option to extend for an additional one (1) year increment.

3. Payment of Compensation. University shall pay the Compensation to Everbridge in accordance with the payment terms set forth in Section 2 above, provided that, if no payment terms are specified, payment shall be made in accordance with Chapter 2251 of the Texas Government Code. Everbridge must remain financially sound, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for the period of the Agreement. Invoices and any required supporting documents must be presented to:

University of North Texas System  
Business Service Center - Payment Services  
1112 Dallas Drive, Suite 4000  
Denton, TX 76205

4. No Assignment or Delegation. Subject to Section 12.4, this Agreement, and the obligations set forth herein, are for personal services and may not be assigned or delegated by either party without the express written consent of the other party.

5. Property Rights. University shall, at all times, retain ownership in and the rights to any inventions, works, research data, reports, designs, recordings, graphical representations, or works of similar nature that are produced in connection with this Agreement or the Services. Everbridge agrees that such works shall be "works for hire" and assigns all of Everbridge's right, title, and interest to University.

6. FERPA. If Everbridge has access to students' educational records, Everbridge shall ensure that its employees' access to the records is limited to those persons for whom access is essential to the performance of the Services. Everbridge shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

7. Public Information. University shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Everbridge shall make public information available to University in an electronic format.

8. Required Posting of Contracts on Website. Everbridge acknowledges and agrees that it is required by Section 2261.253 of the Texas Government Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions that are otherwise marked confidential and/or proprietary.

9. Relationship of Parties. Everbridge shall, at all times, act as an independent contractor and not as a partner, employee, or agent of University. Everbridge shall not act or hold himself out to third parties as a partner, employee, or agent of University in the provision of the Services. University shall not have such control over the manner in which the Services are provided as would jeopardize the status of Everbridge as an independent contractor. University will not withhold federal or state income tax or Social Security taxes from the compensation of Everbridge. In addition, Everbridge shall have no claim under this Agreement or otherwise against University for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, or employee benefits of any kind. Everbridge shall have the exclusive responsibility for the

all such taxes and arrangements for insurance coverage and shall discharge such responsibility fully. If the Internal Revenue Service or any other governmental agency should question or challenge the ir Everbridge status of Everbridge, the parties hereto mutually agree that both Everbridge and University the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of whom such discussion or negotiation is initiated.

10. Non-Waiver. No failure by either party to insist upon the strict performance of any agreement, term, or condition of this Agreement, or to exercise a right or remedy shall constitute a waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement, or term of this Agreement shall continue in full force and effect with respect to any other existing or future breach.

11. Breach of Contract Claims Against University. University is required by law to provide Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contract goods, services, and certain types of projects. If Chapter 2260 applies to this Agreement, then the dispute resolution process must be used by Everbridge to attempt to resolve all of its disputes arising from this Agreement.

12. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue for any suit filed against University shall be the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

13. Incorporation and Entire Agreement. This Agreement incorporates the usual and University purchase order and the terms, conditions, and notices contained therein are included for all purposes. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

## **SCOPE OF SERVICES**

Everbridge shall provide the following Services:

### **Specifications/Deliverables**

The solution must provide the ability to perform the following:

- A. Send real-time alerts via a variety of methods, including by phone, email, SMS text and push notifications, depending on the needs of the situation; and
- B. Activate real-time alerts remotely via mobile application; and
- C. Select a geographic area on a map and send alerts to contacts located within the selected area; and
- D. Sign up for alerts by texting a keyword for specific events with automatic expiration; and
- E. Provide a customer portal with full administrative control over initiated announcements, alerts to scripted messages and user contact data and access to subsets of data for coordination and message distribution; and
- F. Receive, query and archive delivery status; and
- G. Subject to Client assistance, import users and contact data directly from the UNT Employee Information Systems Database (PeopleSoft / Oracle); and
- H. Subject to (i) this agreement being executed on or before 7 June 2019; and (ii) UNT providing Everbridge with all required support, assistance, data and information, Product to be delivered and fully functional on or before July 31, 2019
- I. Access to the Everbridge platform with message sending capabilities and the ability to manage users and contact will be available within 72 hours of an executed agreement and completion of final paperwork.
- J. Solution must connect to Alertus.

### **Service Requirements**

Everbridge will meet the service level requirements in accordance with Exhibit D.

Everbridge will establish a provision for termination for failure to meet service level requirements for consecutive quarters.

#### Pricing

The University will be purchasing the Critical Event Management and Unified Communication from Everbridge.

This system will include 10 extra keywords at an additional charge, 5 keywords are included in the product Community Engagement. The University System is also purchasing Safety Connection and a connector to Alertus.

The cost for year one, including a one-time implementation fee, Safety Connection Mobile, Community Engagement, 10 extra Keywords, and one connector to Alertus will be \$77,124.64. The cost two through five will be \$72,025.93 per year. The five-year investment will be \$365,228.36. Training and professional services can be purchased at any time.

#### Pricing Summary

QTY	DESCRIPTION	PRICE
51,000	Safety Connection Mobile	\$56,896.37
51,000	Everbridge Community Engagement	\$5,676.56
10	Additional CE/VE Keywords	\$10,000.00
1	Everbridge Connector for Alertus	
1	One-time Implementation and Setup Fees:	\$4,551.71
<b>Year 1 TOTAL:</b>		<b>\$77,124.64</b>

#### Pricing Summary for Years Two to Five

Year Two Fees:	\$72,025.93
Year Three Fees:	\$72,025.93
Year Four Fees:	\$72,025.93
Year Five Fees:	\$72,025.93

#### Pricing Over Five Years

Five Year Investment	\$365,228.36
----------------------	--------------



## EXHIBIT D

### Everbridge SLA

## 1. Everbridge Suite Service Level Agreement

### Overview

This Service Level Agreement ("SLA") is applicable only to the provision of modules of Everbridge consisting of Mass Notification, Safety Connection, Incident Communications, and IT Alerting (for purposes of this SLA, the "Services") that have been purchased by Client. Everbridge reserves the right to update this SLA from time to time, except that such changes shall not reduce the targets set forth herein. To the extent that there is any conflict between the terms of this SLA and the Agreement, the terms of the Agreement shall prevail.

### 2. Availability Target

Everbridge shall use commercially reasonable best efforts to achieve Availability of 99.99% or greater for each calendar quarter, with such quarters beginning as of 12:00 a.m. Pacific Standard Time on the first day of a given calendar quarter and ending at 11:59:59 p.m. Pacific Standard Time on the last day of the calendar quarter.

"Availability" shall mean the ability to access the Services and send a notification to one or more recipients by any methods per recipient.

### 3. Performance Target

During a 60-minute period, Everbridge shall send a minimum number of messages to the first available method for all Client notifications, using the standard configuration, per the table below. Messages shall include third party network delivery.

Delivery Method	Standard Message Configuration	Minimum Number of Messages in 60 Minutes
Everbridge smartphone application	500 characters	600,000
Voice	30 seconds	300,000
SMS	500 characters	600,000
Email	500 characters	600,000

Minimum numbers above do not apply when Client uses the delivery throttling feature or interval delivery methods.

### 4. Scheduled Maintenance

"Scheduled Maintenance" means maintenance scheduled in advance to implement updates and/or system maintenance. In general, the timing of Scheduled Maintenance will be posted at least 30 business days prior to the Scheduled Maintenance window. If Scheduled Maintenance is expected to interrupt Availability, then a Scheduled Maintenance service advisory will be posted to the Support Center website.

### 5. Confidentiality

Client acknowledges and agrees that this SLA and any information shared pertaining to this SLA constitute the Confidential Information of Everbridge. Client's unauthorized disclosure of Confidential Information shall constitute a material breach of the Agreement. In the event of such breach, Everbridge may exercise any rights provided in the Agreement or otherwise allowed by law.

confidentiality obligations with respect to the SLA shall survive termination of the Agreement.

## **6. Reporting**

---

Service level metrics will be provided quarterly upon request. Requests must be made in writing to Account Manager within fifteen (15) business days after the end of the applicable calendar quarter

## **7. Everbridge Testing Methodology**

---

For the purpose of establishing and measuring Availability, Everbridge regularly executes accessibility tests and measures success as an average percentage of uptime each quarter. The test utilizes an independent third-party solution to monitor the availability of Services from around the world. Availability is measured from multiple geographically distributed locations at multiple times per hour for all Services.

The Availability and Performance percentage is calculated by subtracting from 100% the percentage of Services determined not to be available or not performing in accordance with the target during each calendar quarter. The quarterly Availability percentage shall be calculated only on the basis of whole quarters.

## **8. SLA Exclusions**

---

The targets set forth in this SLA do not apply in the event of disruptions caused by any (i) suspected Services in accordance with the Agreement; (ii) factors outside of Everbridge's reasonable control, including force majeure event(s), or Internet access or related problems beyond the demarcation point of Everbridge; (iii) actions or inactions of the Client or any third party, or (iv) Scheduled Maintenance.



## **REQUEST FOR PROPOSAL**

*RFP No.: RFP769-19-120618DB*

*Title: Emergency Management and Safety Services*

Proposal Submittal Deadline: **January 25, 2019, 2:00 pm, local time**

Prepared by:

[REDACTED]  
University of North Texas System Procurement Services  
Business Service Center  
1112 Dallas Drive, Suite 4000  
Denton, Texas 76205  
Date Issued: December 10, 2018



## REQUEST FOR PROPOSAL

### Table of Contents

SECTION 1: INTRODUCTION .....	3
SECTION 2: NOTICE TO PROPOSER.....	3
SECTION 3: SUBMITTAL OF PROPOSAL.....	5
SECTION 4: GENERAL TERMS AND CONDITIONS.....	6
SECTION 5: SCOPE OF SERVICES.....	7
APPENDIX ONE .....	8
Section 1: Affirmations and Confirmations .....	8
Section 2: Execution of Offer .....	11
Section 3: Proposer's General Questionnaire .....	14
Section 4: Addenda Checklist .....	15

## SECTION 1: INTRODUCTION

### 1.1 UNTS System Description

The University of North Texas System (UNTS) is a University system that is composed of the University of North Texas in Denton (UNT), the University of North Texas Health Science Center (UNTHSC) in Fort Worth and the University of North Texas at Dallas (UNTD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of just over 42,000 students across five major teaching locations, including each main campus as well as Frisco and downtown Dallas. Proposals submitted in response to this RFP shall be for goods and/or services provided to UNTS, UNT, UNTHSC and/or UNTD, as agreed to in writing by the parties.

### 1.2 Background

The UNT Office of Emergency Management & Safety Services, in conjunction with the UNT Police Department and the UNT University Relations, Communications & Marketing Division is seeking to evaluate and identify a vendor solution providing mass emergency notification services. This solution will operate in support of the entire UNT System community (all campuses and system offices), rapidly disseminating emergency information through multiple delivery methods to the pertinent UNT System community (all campuses and system offices). This system must have sufficient redundancy to ensure it is available when required and be sufficiently flexible to assimilate technological advancements. (NIGP commodity code 550-14, 208-89, 990-29.

### 1.3 Group Purchase Authority

Texas law authorizes institutions of higher education to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer(s) under this Section. Should another institution exercise this option the resulting contract and obligations shall be between that institution and the vendor with UNTS incurring no obligation as a result thereof.

## SECTION 2: NOTICE TO PROPOSER

### 2.1 Submittal Deadline

UNTS will accept proposals submitted in response to this RFP until 2:00 p.m., local time, on January 25, 2019 (the "Submittal Deadline").

### 2.2 UNTS Contact Person

Proposers will direct all questions or concerns regarding this RFP to the following UNTS contact ("UNTS Contact"):



The University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to the UNTS Contact via the following link: <https://www.untsystem.edu/bid-inquiry>.

The UNTS Contact must receive all questions or concerns no later than 2:00 pm local time on January 11, 2019. It is UNTS' intent to respond to all appropriate questions and concerns; however, UNTS reserves the right to decline to respond to any question or concern.

Answers to questions will be posted via addendum to this RFP on UNTS Business Service Center Bid Opportunities web page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly advised to review this page at least four (4) business days prior to the due date for submissions or earlier to ensure that you have received all applicable addenda.

## 2.3 Criteria for Selection

The successful Proposer(s), if any, will be the Proposer(s) who submit a response to this RFP on or before the Submittal Deadline, and whose response is the best value UNTS, taking into consideration the evaluation criteria contained herein. Selection by UNTS will be in accordance with the requirements and specifications set forth in this RFP. The successful Proposer(s) is/are referred to as the "Contractor". UNTS reserves the right to make a single award from this solicitation or multiple awards, whatever is in the best interest of the University, with UNTS being the sole judge thereof.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to UNTS as outlined below. Proposers should describe all educational, state and local government discounts, as well as any other applicable discounts that may be available to UNTS in a contract for the services.

An evaluation team from UNTS will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. Proposers should address, within the response, each of the criteria listed in this section. Failure to respond to these criteria may result in your proposal receiving a negative rating or considered as non-responsive. Proposers should note that the awarded proposal may not be the lowest offer, but the offer(s) deemed most advantageous to UNTS as described in this section.

The criteria to be considered by UNTS in evaluating proposals and selecting awardee(s), will be the following factors:

- 2.3.1 Vendor meets minimum vendor requirements as outlined in section entitled "Vendor Qualifications"
- 2.3.2 Proposal meets requirements for specifications/deliverables criteria in the section entitled "Statement of Work/Scope of Services"
- 2.3.3 Company background, relevant experience, capacity
- 2.3.4 References
- 2.3.5 Pricing
- 2.3.6 Value added features and services over and above minimum specifications/deliverables

Furthermore, UNTS may consider information related to past contract performance of a respondent including, but not limited to, the Texas Comptroller of Public Accounts Vendor Performance Tracking System.

## 2.4 Schedule of Key Events

Issuance of RFP ..... 12/10/2018  
Deadline for Questions/Concerns ..... 1/11/2019, 2:00 pm Local Time  
(Ref. **Section 2.2** of this RFP)  
Answers to Questions posted ..... 1/18/2019, 2:00 pm Local Time  
Submittal Deadline ..... 1/25/2019, 2:00pm, local time  
(Ref. **Section 2.1** of this RFP)

**Note:** This events schedule is for planning purposes only and may be changed at the sole discretion of UNTS.

## 2.5 Historically Underutilized Businesses

In accordance with Texas Gov't Code §2161.252 and Texas Administrative Code §20.14, each state agency (including institutions of higher education) as defined by §2151.002 that considers entering into a contract with an expected value of \$100,000 or more shall, before agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

UNTSS has determined that subcontracting opportunities (check one) ☒ are probable ☐ are not probable under the agreement.

Accordingly, **all proposers must submit a HUB subcontracting plan (HSP)**. A copy of the HSP forms and related information is attached to this RFP. For questions regarding the HUB Program or submittal of your HSP, vendors may contact either [REDACTED]

**The HSP must be submitted in its own individual sealed package, and marked with “HSP” and the RFP # on the outside. This sealed package is to be included in the master container along with the sealed bid response.**

**FAILURE TO SUBMIT AN HSP WITH YOUR RESPONSE MAY RESULT IN THE DISQUALIFICATION OF YOUR PROPOSAL.**

### **SECTION 3: SUBMITTAL OF PROPOSAL**

#### **3.1 Number of Copies**

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* signature by an authorized officer must appear on the Execution of Offer (ref. Appendix One, Section 2) of submitted proposal. The Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal.

***The University does not consider electronic signatures to be valid for submittal of competitive solicitation responses. Therefore, the original signature must be a “wet signature.”***

In addition to the original proposal, Proposer must submit one (1) complete copy of the *entire* proposal electronically on a USB flash drive. The USB flash drive must include a protective cover and be labeled with Proposer’s name and the RFP number.

#### **3.2 Submittal**

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

University of North Texas System  
Procurement Services  
Business Service Center  
1112 Dallas Drive, Suite 4000  
Denton, TX 76205

Proposals must be typed on letter-size (8.5” x 11”) paper. Sections within the proposal are to be tabbed for ease of reference. Pre-printed material(s), if included, should be referenced in the proposal and included as labeled attachments.

Proposer should submit all proposal materials enclosed in a sealed envelope, box and/or container. The RFP No. and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

**Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.** Request for Proposal number and submittal date should be marked in the lower left-hand corner of sealed bid envelope (box/container). If an HSP is required (refer to Section 2.5), both the proposal and the completed HSP must be in individual sealed envelopes and both envelopes placed in one sealed master container.

**Note:** Electronic submittals via facsimile or other electronic means will not be accepted, unless otherwise specified within this RFP.

### **3.3 Proposal Validity Period**

Each proposal must state that it will remain valid for UNTS' acceptance for a minimum of one hundred and eighty (180) days after the Submittal Deadline, to allow time for evaluation, selection, and, any unforeseen delays. Should circumstances arise that require an extension to this period, UNTS reserves the right to provide extensions at its discretion.

### **3.4 Terms and Conditions**

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

- 3.4.1.1 Specification (ref. Section 5 of this RFP),
- 3.4.1.2 Proposal Requirements (ref. Appendix One),
- 3.4.1.3 Notice to Proposers (ref. Section 2 of this RFP).

3.4.2 UNTS intends to enter into an agreement with the Contractor in substantially the form of the attached Sample Agreement.(refer to Click to enter Attachment name). Award is contingent upon the successful execution of agreement.

### **3.5 Submittal Checklist**

Proposer is to complete, sign, and return the following documents as a part of its proposal. Failure to return each of these items with the proposal may result in rejection of the proposal.

- 3.5.1 Signed and Completed Execution of Offer (ref. Appendix One, Section 2).
- 3.5.2 Signed and Completed HUB Subcontracting Plan. (ref. Section 2.5 of this RFP). **PLEASE SUBMIT THIS INFORMATION IN A SEPARATE ENVELOPE AS SPECIFIED IN SECTION 2.5.**
- 3.5.3 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).
- 3.5.4 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).
- 3.5.5 Responses to evaluation criteria.
- 3.5.6 Three references from institutions of higher education.
- 3.5.7 Concise description of ability to meet the requirements and specifications as listed in RFP.
- 3.5.8 Copy of standard service level agreement.
- 3.5.9 Pricing and delivery schedule.

## **SECTION 4: GENERAL TERMS AND CONDITIONS**

UNTS' standard purchase order terms and conditions can be found at [https://www.untsystem.edu/sites/default/files/bsc\\_po\\_terms\\_12.19.2017.pdf](https://www.untsystem.edu/sites/default/files/bsc_po_terms_12.19.2017.pdf). Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

### **4.1 Term.**

The initial term of the contract resulting from this RFP shall be for five (5) years, with one (1) option to extend for an additional one (1) year increment. Options to extend are by mutual consent and in writing. Either party may terminate after year one without penalty by giving at least one-hundred eighty (180) days' notice to the other party.

### **4.2 Exceptions**

Any exceptions to the terms in either our standard purchase order terms and conditions or those included in the sample agreement should be clearly stated and included in a separate section of the Proposer's response and marked "exceptions". Proposers are advised that should UNTS not accept a stated exception, the result might be in the disqualification of the proposal.

## **SECTION 5: SCOPE OF SERVICES**

### **5.1 Vendor Minimum Requirements/Qualifications**

- A. Proven track record providing services to institutions of higher education
- B. Minimum of five (5) years in business with verifiable success in providing a high level of customer satisfaction
- C. Vendor must provide three (3) references from institutions of higher education

### **5.2 Specifications/Deliverables**

The solution must provide the ability to perform the following:

- A. Send real-time alerts via a variety of methods, including by phone, email, SMS text and others depending on the needs of the situation; and
- B. Activate real-time alerts remotely via mobile application; and
- C. Select a geographic area on a map and send alerts to contacts located within the selected area; and
- D. Sign up for alerts by texting a keyword for specific events with automatic expiration; and
- E. Provide a customer portal with full administrative control over initiated announcements and alerts to scripted messages and user contact data and access to subsets of data for group coordination and message distribution; and
- F. Receive, query and archive delivery status; and
- G. Import users and contact data directly from the UNT Enterprise Information Systems Database (PeopleSoft / Oracle); and
- H. Product to be installed and fully functional by June 1, 2019.

### **5.3 Service Requirements**

Selected company will meet the minimum service level requirements as follows:

- A. Provide direct access to live customer service representative 24/7; and
- B. Announce planned service interruptions at least 24 hours in advance and provide appropriate alternative for sending emergency notifications prior to interruption; and
- C. Provide method for sending emergency notifications in the event a web browser or mobile application is not available to send an emergency notification; and
- D. Provide training to all authorized users of product.

- 5.3.1** Selected company will establish a provision for immediate termination for failure to meet service level requirements as agreed upon by both parties and documented in final service level agreement.

### **5.4 Pricing/Fees**

Pricing submitted should include all fees associated with system and services.

## APPENDIX ONE

### Section 1: Affirmations and Confirmations

#### 1.1 Purpose

UNTS 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 UNTS.

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

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

#### 1.2 Inquiries and Interpretations

UNTS 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 UNTS as having received a copy of this RFP. Only UNTS's responses that are made by formal written Addenda will be binding on UNTS. Any verbal responses, written interpretations or clarifications other than Addenda to this RFP will be without legal effect. All Addenda issued by UNTS prior to the Submittal Deadline will be and are hereby incorporated as a part of this RFP for all purposes. This addenda shall be posted to UNTS' Bid Opportunities Web Page located at: <https://www.untsystem.edu/hr-it-business-services/procurement/purchasing/bid-opportunities>. Vendors are strongly encouraged to visit this page at least four (4) business days prior to submitting your response to ensure that you have received all applicable addenda.

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 in Section 4 of this appendix. The Addenda Checklist should accompany the Proposer's proposal.

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

#### 1.3 Public Information

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

All information, documentation, and other materials submitted in response to this RFP is subject to public disclosure under the *Texas Public Information Act (Government Code, Chapter 552.001, et seq.)*. Proposer will be advised of a request for public information that implicates their materials if those materials are marked "Confidential and Proprietary" and will have the opportunity to raise any objections to disclosure to the Texas Attorney General.

#### 1.4 Type of Agreement

Refer to the attached Sample Service Agreement

#### 1.5 Proposal Evaluation Process

UNTS will select Contractor by using the competitive sealed proposal process described in this Section.

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

At UNTS' sole option and discretion, UNTS may discuss and negotiate elements of proposals submitted with any or all proposers. Furthermore, UNTS may request presentations or system demonstrations from any or all proposers at no cost or obligation to UNTS.

After submission of a proposal but before final selection of Contractor is made, UNTS may permit a 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. UNTS is not obligated to select the Proposer offering the most attractive economic terms if that Proposer is not the most advantageous to UNTS overall, as determined by UNTS according to the evaluation criteria contained herein.

UNTS 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 UNTS. Proposer is hereby notified that UNTS will maintain in its files concerning this RFP a written record of the basis upon which a selection, if any, is made by UNTS.

#### 1.6 Proposer's Acceptance of Evaluation Methodology

By submitting a proposal, Proposer acknowledges (1) Proposer's acceptance of [a] the Proposal Evaluation Process (ref. **Section 1.5 of APPENDIX ONE**), [b] the Criteria for Selection (ref. **2.3** of this RFP), [c] the Specifications and, [d] the terms and all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by UNTS 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 UNTS has made no representation written or oral that one or more agreements with UNTS will be awarded under this RFP; (2) UNTS issues this RFP predicated on UNTS's anticipated requirements for the Services, and UNTS has made no representation, written or oral, that any particular scope of services will actually be required by UNTS; 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 UNTS.
- 1.8.3 UNTS 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 UNTS, at UNTS'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. Proposers are encouraged to completely address the evaluation criteria
- 1.8.6 UNTS makes no warranty or guarantee that an award will be made as a result of this RFP. UNTS 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 UNTS's best interest. UNTS 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 UNTS, at UNTS'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 UNTS, in UNTS' sole discretion.
- 1.8.8 Should a vendor wish to protest or dispute determinations or awards made in connection with this RFP, it shall be done by submitting a Letter of Protest/Dispute to UNTS Senior Director for Procurement Services outlining the issue to be considered.

**1.9 Execution of Offer**

Proposer must complete, sign and return the attached Execution of Offer (ref. Appendix One, Section 2) 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 UNTS, in its sole discretion.

**1.10 Pricing and Delivery Schedule.**

Proposer must complete and return the Pricing Schedule (ref. Section 5 of this RFP), as part of its proposal. In the Pricing and Delivery Schedule, the Proposer should describe in detail (a) the total fees for the entire scope of the Services; and (b) the method by which the fees are calculated. The fees must be inclusive of all associated costs for delivery, labor, insurance, taxes, overhead, and profit.

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

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

**1.11 Proposer's General Questionnaire**

Proposals must include responses to the questions in Section 3 of Appendix 1. 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.

**1.12 Addenda Checklist**

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



### 1.13 Submittal

Proposer should submit all proposal materials enclosed in a sealed envelope, box, or container. The RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP) should be clearly shown in the lower left-hand corner on the top surface of the container. In addition, the name and the return address of the Proposer should be clearly visible.

Proposer must also submit the number of originals of the HUB Subcontracting Plan (also called the HSP), if required, as directed by this RFP (ref. Section 2.5 of the RFP.)

**Note: If proposal requires the submittal of an HSP, the completed HSP documents and the proposal response documents must be in separate sealed envelopes. Both envelopes are to be placed in a master container, and such master container should be marked in the lower left-hand corner with the RFP number and name and Submittal Deadline, as stated above.**

Upon Proposer's request and at Proposer's expense, UNTS will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. UNTS will not under any circumstances consider a proposal that is received after the Submittal Deadline or which is not accompanied by the number of completed and signed originals of the HSP that are required by this RFP.

UNTS will not accept proposals submitted by telephone, proposals submitted by facsimile ("fax") transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to UNTS. 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 UNTS's consent, which will be based on Proposer's submittal of a written explanation and documentation evidencing a reason acceptable to UNTS, in UNTS's sole discretion.

By signing the Execution of Offer (ref. Appendix One, Section 2) and submitting a proposal, Proposer certifies that any terms, conditions, or documents attached to or referenced in its 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 UNTS that are not set forth in this RFP or in the Appendices to this RFP. Proposer further certifies that the submission of a proposal is Proposer's good faith intent to enter into the Agreement with UNTS as specified herein and that such intent is not contingent upon UNTS' acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer's proposal.

### 1.14 Page Size, Binders, and Dividers

Proposals must be typed on letter-size (8-1/2" x 11") paper, and must be submitted in a binder. Preprinted material should be referenced in the proposal and included as labeled attachments. Sections within a proposal should be divided by tabs for ease of reference.

### 1.15 Table of Contents

Proposals must include a Table of Contents with page number references. The Table of Contents must contain sufficient detail and be organized according to the same format as presented in this RFP, to allow easy reference to the sections of the proposal as well as to any separate attachments (which should be identified in the main Table of Contents). If a Proposer includes supplemental information or non-required attachments with its proposal, this material should be clearly identified in the Table of Contents and organized as a separate section of the proposal.

### 1.16 Pagination

All pages of the proposal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.

## Section 2: Execution of Offer

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

- 2.1 By signature hereon, Proposer represents and warrants the following:
- 2.1.1 Proposer acknowledges and agrees that (1) this RFP is a solicitation for a proposal and is not a contract or an offer to contract; (2) the submission of a proposal by Proposer in response to this RFP will not create a contract between UNTS and Proposer; (3) UNTS has made no representation or warranty, written or oral, that one or more contracts with UNTS will be awarded under this RFP; and (4) Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of a response to this RFP.
  - 2.1.2 Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.
  - 2.1.3 Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
  - 2.1.4 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.
  - 2.1.5 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.
  - 2.1.6 If selected by UNTS, 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.
  - 2.1.7 If selected by UNTS, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.
  - 2.1.8 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that UNTS will rely on such statements, information and representations in selecting Contractor. If selected by UNTS, Proposer will notify UNTS immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
  - 2.1.9 Proposer will defend with counsel approved by UNTS, indemnify, and hold harmless UNTS, The University of North Texas System, the State of Texas, and all of their regents, officers, agents and employees, from and against all actions, suits, demands, costs, damages, liabilities and other claims of any nature, kind or description, including reasonable attorneys' fees incurred in investigating, defending or settling any of the foregoing, arising out of, connected with, or resulting from any negligent acts or omissions or willful misconduct of Proposer or any agent, employee, subcontractor, or supplier of Proposer in the execution or performance of any contract or agreement resulting from this RFP.
  - 2.1.10 Pursuant to Sections 2107.008 and 2252.903, *Government Code*, any payments owing to Proposer under any contract or agreement resulting from this RFP 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.
- 2.2 By signature hereon, Proposer offers and agrees to furnish the services to UNTS and comply with all terms, conditions, requirements and specifications set forth in this RFP.
- 2.3 By signature hereon, Proposer affirms that it 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 submitted proposal. Failure to sign this Execution of Offer, or signing with a false statement, may void the submitted proposal or any resulting contracts, and the Proposer may be removed from all proposal lists at UNTS.
- 2.4 By signature hereon, Proposer certifies that it is not currently delinquent in the payment of any taxes due under Chapter 171, *Tax Code*, or that Proposer is exempt from the payment of those taxes, or that 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 UNTS's option, may result in termination of any resulting contract or agreement.
- 2.5 By signature hereon, Proposer hereby certifies that neither Proposer nor any firm, corporation, partnership or institution represented by Proposer, or anyone acting for such firm, corporation or institution, has violated the antitrust laws of the State of Texas, codified in Section 15.01, et seq., *Business and Commerce Code*, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- 2.6 By signature hereon, Proposer certifies that the individual signing this document and the documents made a part of this RFP, is authorized to sign such documents on behalf of Proposer and to bind Proposer under any agreements and other contractual arrangements that may result from the submission of Proposer's proposal.
- 2.7 By signature hereon, Proposer certifies as follows:
- "Under Section 231.006, *Family Code*, relating to child support, Proposer certifies that the individual or business entity named in the Proposer's proposal is not ineligible to receive the specified contract award and acknowledges that any agreements or other contractual arrangements resulting from this RFP may be terminated if this certification is inaccurate."
- 2.8 By signature hereon, Proposer certifies that (i) 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 ventures 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 component of UNTS of North Texas System, on the other hand, other than the relationships which have been previously disclosed to UNTS in writing; (ii) Proposer has not been an employee of any component institution of the University of North Texas System within the immediate twelve (12) months prior to the Submittal Deadline; and (iii) no person who, in the past four (4) years served as an executive of a state agency was involved with or has any interest in Proposer's proposal or any contract resulting from this RFP (ref. Section 669.003, *Government Code*). All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before UNTS enters into a contract or agreement with Proposer.

- 29** By signature hereon, Proposer certifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.10** By signature hereon, Proposer affirmatively states that it does not boycott Israel, pursuant to Texas Gov't Code Section 2270.001. Additionally, Proposer shall not engage in a boycott of Israel during the term of this Agreement.
- 2.11** By signature hereon, Proposer affirms its compliance with Texas Administrative Code Title 1, Part 10, Chapter 213, Subchapter C, Rule §213.38, Electronic and Information Resources Accessibility Standards for Institutions of Higher Education.
- 2.12** By signature hereon, Proposer represents and warrants that all products and services offered to UNTS 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.
- 2.13** By signature hereon, Respondent will comply with and agree to use e-Verify in accordance with State of Texas Executive Order RP-80.
- 2.14** Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer. All such disclosures will be subject to administrative review and approval prior to the time UNTS makes an award or enters into any contract or agreement with Proposer.
- 2.15** If Proposer will sell or lease computer equipment to UNTS under any agreements or other contractual arrangements that may result from the submission of Proposer's proposal then, pursuant to Section 361.965(c), *Health & Safety Code*, Proposer certifies that it 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 Title 30, Chapter 328, Subchapter I, *Texas Administrative Code*. Section 361.952(2), *Health & Safety Code*, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term "computer equipment" means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.
- 2.16 Proposer should complete the following information:**
- If Proposer is a Corporation, then list the State of Incorporation: \_\_\_\_\_
- If Proposer is a Corporation, then list the Proposer's corporate charter number: \_\_\_\_\_
- RFP No.: \_\_\_\_\_, Title: \_\_\_\_\_

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

**Submitted and Certified By:**

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

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

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

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

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

---

*(City, State, Zip Code)*

---

*(Telephone Number)*

---

*(FAX Number)*

---

*(Email Address)*

### Section 3: Proposer's General Questionnaire

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

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

#### 3.1 Proposer Profile

Company's Legal Name:

---

Address of principal place of business:

---

---

---

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

---

---

---

Number of years in Business: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Revenues Volume: \_\_\_\_\_

Name of Parent Corporation, if any (mark "N/A" if not applicable) \_\_\_\_\_

Are you a certified Historically Underutilized Business (HUB)? (check one) ☐ YES ☐ NO

If "Yes", please indicate the issuing authority \_\_\_\_\_  
and include copy of your certificate in your bid response package.

#### Section 4: Addenda Checklist

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

**To:** The University of North Texas System

**RFP Title** \_\_\_\_\_

**RFP No.:** \_\_\_\_\_

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

**Note: Only check the boxes that apply.** For example, if there was only one addendum, initial just the first blank after "No. 1", not all 5 blanks below.

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

Respectfully submitted,

**Proposer:** \_\_\_\_\_  
(Company Name)

**By:** \_\_\_\_\_  
(Authorized Signature Name, print or type)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
Signature (authorized signature)

**-END-**



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

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

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract<sup>\*</sup> in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract<sup>\*</sup> in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☐ Section 3 - Self Performing Justification
  - ☐ Section 4 - Affirmation

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



# HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

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

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

## SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: \_\_\_\_\_ State of Texas VID #: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_ Fax #: \_\_\_\_\_
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: \_\_\_\_\_ Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)



Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <b>do not</b> have a <b>continuous contract*</b> in place for <b>more than five (5) years</b>	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for <b>more than five (5) years</b>	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract\*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

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

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

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

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

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

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

#### **SECTION 4: AFFIRMATION**

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

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date  
(mm/dd/yyyy)

#### **Reminder:**

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

## Rev. 2/17

Page 1 of 1  
(Attachment A)

# HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**IMPORTANT:** If you responded "No" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

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

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No



# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 2/17

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

## SECTION B-4: SUBCONTRACTOR SELECTION

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

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

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

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

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



# HUB Subcontracting Opportunity Notification Form

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

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

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

## SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

## SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
Requisition #: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

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

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).*

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

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

☐ - Not Applicable

### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

### 5. Location to review plans/specifications:

☐ - Not Applicable