

**TCM Contract # 2021-483****LOCALIST SUBSCRIPTION AGREEMENT**

Localist Corporation, a Delaware corporation, with a principal place of business at 8484 Georgia Ave, #675, Silver Spring, Maryland 20910 ("Localist") owns all right, title and interest in, or if applicable, licenses to, the Localist Technology (as hereinafter defined) that you have downloaded, installed, used, subscribed to or otherwise accessed from this website or otherwise obtained from Localist. In consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, covenant and agree as follows:

**IMPORTANT – READ THESE TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT CAREFULLY BEFORE PAYING A LOCALIST INVOICE, DOWNLOADING, INSTALLING, USING, SUBSCRIBING TO OR OTHERWISE ACCESSING THE LOCALIST TECHNOLOGY. BY PAYING A LOCALIST INVOICE, DOWNLOADING, INSTALLING, USING, SUBSCRIBING TO OR OTHERWISE ACCESSING THE LOCALIST TECHNOLOGY, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SUBSCRIPTION AGREEMENT, THAT YOU UNDERSTAND IT, THAT YOU OR THE COMPANY FOR WHOM YOU ARE AUTHORIZED TO EXECUTE THIS SUBSCRIPTION AGREEMENT ("CUSTOMER") AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS AND THAT YOU ARE AT LEAST 18 YEARS OF AGE. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SUBSCRIPTION AGREEMENT, PROMPTLY EXIT THIS PAGE WITHOUT DOWNLOADING, INSTALLING, USING, SUBSCRIBING TO OR OTHERWISE ACCESSING THE LOCALIST TECHNOLOGY.**

LOCALIST IS WILLING TO PROVIDE CUSTOMER WITH A LICENSE TO ACCESS THE LOCALIST TECHNOLOGY ONLY UPON THE CONDITION THAT CUSTOMER ACCEPTS ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON THE LOCALIST WEBSITE, ON ANY REGISTRATION OR CUSTOMIZATION FORM RECEIVED BY CUSTOMER FROM LOCALIST IN CONNECTION WITH THE LOCALIST TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, ANY ORDER FORMS (AS HEREINAFTER DEFINED) (COLLECTIVELY, "PRODUCT FORMS") AND ON ANY DOCUMENTS REFERENCED ON LOCALIST'S WEBSITE, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL TERMS AND CONDITIONS THAT CAN BE VIEWED ON, OR LINKED FROM, SUCH PAGES (COLLECTIVELY, THE "TERMS AND CONDITIONS" ALONG WITH PRODUCT FORMS, THE "AGREEMENT").

LOCALIST OWNS ALL INTELLECTUAL PROPERTY RIGHTS (AS HEREINAFTER DEFINED) IN THE LOCALIST TECHNOLOGY. THIS IS A LICENSE, NOT A SALE. LOCALIST PERMITS YOU TO DOWNLOAD, INSTALL, USE OR OTHERWISE ACCESS THE LOCALIST TECHNOLOGY ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. USE OF SOME THIRD PARTY MATERIALS INCLUDED IN THE LOCALIST TECHNOLOGY MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS FOUND IN SEPARATE LICENSE AGREEMENTS.

**1. DEFINITIONS**

1.1. "Customer Technology" means Customer's and/or its suppliers' proprietary technology, including, but not limited to, Customer's Internet operations design, hardware, content,



software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects, documentation (both printed and electronic), know-how, trade secrets and any related Intellectual Property Rights.

1.2. "Documentation" means Localist's guides, manuals and online help related to the Localist Technology and Services (as defined in Section 2), which Localist publishes specifically for its customers at <http://support.localist.com>.

1.3. "Intellectual Property Rights" shall mean any and all right, title, and interest (including, but not limited to, all patents, patent registrations, copyrights, trademarks, trade names, service marks, service names, trade secrets, or any other proprietary rights) now known or that hereinafter become known.

1.4. "Localist Technology" means Localist's and/or its suppliers' proprietary technology, including, but not limited to, Programs, Documentation, Internet operations design, hardware, content, software tools, hardware designs, algorithms, software (in source and object forms), application programming interface, user interface designs, architecture, class libraries, objects, documentation (both printed and electronic), know-how, trade secrets and any related Intellectual Property Rights.

1.5. "Losses" shall mean all losses, liabilities, damages and claims, and all related costs and expenses (including, but not limited to, reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).

1.6. "Order Form" means the ordering documents for the Localist Technology hereunder, including addenda thereto, that are entered into between Customer and Localist from time to time. Order Forms shall be deemed incorporated herein by reference. You agree that Order Forms may be entered into using solely or partially electronic signature and electronic contracting process and such electronic signatures or acceptances shall be valid as signed writings.

1.7. "Program(s)" means the computer software, in object code form owned, subscribed or licensed, by Localist for which Localist grants a license hereunder.

1.8. "User" shall mean the authorized users of Customer accessing the Localist Technology while using the Services through the Branded Site (as defined in Section 3) solely for Customer's internal business purposes, subject to the terms and conditions set forth herein.

1.9. "You" or "Your" or similar pronouns means you, individually, and the company or other legal entity for which you are accepting this Agreement.

## 2. SERVICES



2.1. Services. Subject to the payment by Customer of any and all applicable fees and expenses set forth herein and the other terms and conditions of this Agreement, Localist shall provide to Customer the services (collectively, the "Services") described below:

2.1.1. Hosting Services. Localist shall host and operate the Localist Technology on designated computer servers in accordance with the terms and conditions set forth herein ("Hosting Services").

2.1.2. Product Support. Localist shall provide Customer with implementation, training or other deployment services ("Product Support") set forth in the Order Form.

2.1.3. Supplemental Services. If Localist provides Customer with certain limited services and equipment outside the scope of Services or on an emergency basis ("Supplemental Services"), Localist shall notify Customer of the fees for any Supplemental Services requested by Customer and obtain Customer's approval prior to providing such services. In the event Localist reasonably determines that Supplemental Services are required on an emergency basis, Localist may provide such services without the consent of Customer, at Customer's expense.

2.1.4. Maintenance Support Services. Subject to the payment of any and all applicable fees, Localist shall provide customer with the support services (the "Support Services") set forth in its then current Service Level Agreement (the "SLA") which is available at <http://www.localist.com/sla> and incorporated herein by reference.

2.3. Data Retention. Localist's current data retention policy is set forth in the SLA. Localist, in its sole discretion, may amend, modify or alter the data retention policy with or without notice to Customer. During the term hereof, Customer may request in writing that Localist modify its data retention policy as applied to Customer. If Localist, in its sole discretion, approves of such request, prior to providing such Services to Customer, the parties shall agree, in writing, to the terms and conditions on which Localist will provide such Services to Customer including, but not limited to, the payment of any additional fees.

2.4. Terms of Service and Privacy Policy. Upon "clicking-through" the account creation screen on Customer's platform, Customer's end-users shall comply with the Terms of Service (the "Terms of Service") and Privacy Policy (the "Privacy Policy") as made available at <http://www.localist.com/terms> and <http://www.localist.com/privacy>, respectively, and as amended from time to time by Localist in its sole discretion with or without notice to Customer.

2.6. Service Level Agreement. Localist shall use commercially reasonable efforts to provide Customer with the Services in accordance with its then current SLA. The SLA is subject to change at Localist's discretion upon ninety (90) days written notice to Customer, provided that



any such changes shall not substantially or materially lower the quality or level of which the Customer enjoys immediately prior to such change.

### 3. LICENSE

3.1. Grant of License by Localist. During the term hereof and subject to the payment of any and all applicable fees and expenses set forth herein and other terms and conditions of this Agreement, Localist hereby grants to Customer a nonexclusive, non-transferable, non-sublicenseable license to display the Localist Technology branded with Customer's brand on the Services website as mutually agreed upon in writing by the parties (the "Branded Site") solely for the purposes of using the Services for its internal business purposes. Customer shall have no right to use the Localist Technology and/or Services for any purpose other than as set forth herein. All rights not expressly granted by Localist to Customer are hereby reserved by Localist and all implied licenses are hereby disclaimed.

3.2. Grant of License by Customer. Customer agrees that if, in the course of performing the Services, it is necessary for Localist to use the Customer Technology, Customer hereby grants Localist and its subcontractors, if any, a nonexclusive, royalty-free license, during the term of this Agreement, to use the Customer Technology solely for the purposes of delivering the Localist Technology and Services to Customer. Localist shall have no right to use the Customer Technology for any purpose other than as set forth herein.

3.3. Ownership. Localist and its suppliers shall retain all right, title, and interest in and to the Localist Technology and/or Services and any modifications thereto, and any related Intellectual Property Rights. All software modifications, interface development and report development performed by Localist in connection with the performance of the Services hereunder shall be the exclusive property of Localist and shall be deemed Localist Technology. Customer does not acquire any right, title or interest, express or implied, in the Localist Technology and/or Services, other than those expressly set forth in this Agreement. Subject to the confidentiality provisions of this Agreement, Localist retains the right to use its skill and the knowledge, experience and know-how, including, but not limited to, the ideas, concepts and techniques, whether developed prior to, independently of, or in the course of performing any services hereunder.

3.4. Restrictions. Except as otherwise expressly provided hereunder, Customer shall not assign, modify, create derivative works of, sublicense, market, copy, private label, co-brand, rebrand, grant third parties the right to use, resell, rebroadcast, frame or link to the Localist Technology or Services, sell, lease, loan, rent, distribute, convey, publish, transmit, publicly display or otherwise transfer, or pledge as security or otherwise encumber, the rights and licenses granted hereunder with respect to the Localist Technology or Services, or any portion thereof. Customer shall not store, copy, reproduce, modify, upload, post, translate, scrape, reverse engineer, decompile, adapt or disassemble, or in any way attempt to reconstruct or discover any source code or algorithms of the Localist Technology or Services, or any portion thereof, by any means whatsoever. Customer shall not use the Localist Technology or Services, or any portion thereof, in any manner to provide service bureau, time-sharing or





other computer software or database services to third parties or for the benefit of third parties or monitor the availability, performance or functionality of the Localist Technology or Services, or any portion thereof, or for any similar benchmarking purposes. Customer shall not cause or permit any third party to, and shall prevent Users from doing any of the foregoing. Customer agrees to notify Localist immediately of any unauthorized use of the Localist Technology or Services.

3.5. Proper Use. Customer agrees to and will ensure that its Users (i) obtain a USER ID and agree to (by "clicking through" twice on-line or other suitable means determined by Localist at its sole discretion) the Terms of Service and Privacy Policy, (ii) will implement and comply with Localist's Documentation and any other standards established by Localist from time to time with respect to the use of the Localist Technology and Services and with respect to the completeness, timeliness and accuracy of the data submitted by Customer to the Localist Technology and Services, (iii) will not attempt to or actually access the Localist Technology or Services by any means other than through the interfaces provided by Localist, including, but not limited to, accessing or attempting to access the Localist Technology or Services using any third party services, including, but not limited to, software as a service platforms, mobile device aggregation services or platform as a service systems that aggregate access to multiple services, (iv) do not use the Localist Technology or Services to impersonate, defame or harass any other person or entity, (v) do not insert or upload any virus, time bomb, bug or similar type of software or otherwise undermine the security of the Localist Technology or Services or any data or information stored or transmitted using the Localist Technology or Services, (vi) do not intercept any communication not intended for the applicable User and/or (vii) do not engage in any deceptive, illegal or similar type of conduct. Localist reserves the right to immediately suspend and/or terminate access to the Localist Technology and Services by any User at Localist's sole discretion.

3.6. User Data. Between the parties and subject to any applicable laws, Customer shall be the sole and exclusive owner of all information and data inputted by Users accessing the Localist Technology (collectively, "User Data") and such data shall be deemed Customer's Confidential Information (as defined in Section 5). Customer hereby grants to Localist, and its subcontractors and agents, a worldwide, non-exclusive right and license to use the User Data during the term hereof to provide the Services to Customer and the perpetual right to aggregate the User Data in a manner which does not disclose any individual identifiable information and to use such aggregated data for any legal purposes whatsoever. Notwithstanding anything to the contrary herein, Localist is the sole and exclusive owner of information other than User Data collected by the Localist servers including, but not limited to, usage statistics of the Localist Technology.

3.7. Branding & Notices. Customer shall affix the following proprietary rights notice to any marketing materials and products or services used in connection with the Localist Technology or Services: "Powered by Localist." Customer shall prominently display a Localist logo on its website when content is accessed by Users which logo shall be provided to Customer by Localist from time to time and Localist may display a textual or logo with "Powered by



Localist” on the footer of each page of the Services. Localist shall approve in writing the appearance of its logo before each use by Customer.

3.8. Third Party Products and Services. From time to time, Localist may offer third party applications, data and services integrated with the Localist Technology. In addition, the Localist Technology may be integrated into a third party service or platform. Localist is only responsible for the Localist Technology and Customer agrees that Localist shall not be liable, or otherwise responsible, for the accuracy, performance, reliability, availability or any other feature, failure or damage caused by any third party service, plugin, software, platform or other functionality that is not directly supplied by Localist. Each such third party service, platform, software or plugin may contain additional terms and conditions. Customer agrees that if it is damaged or has any issue with such third party service, platform, software or plugin, it will contact the vendor/supplier of that third party service, platform, software or plugin directly and will seek all remedies directly with such third party vendor/supplier.

#### 4. FEES AND PAYMENT TERMS

4.1. Fees and Payment Terms. Customer shall pay all fees and expenses specified in all Order Forms in accordance with the terms set forth in the Order Forms. During the term hereof, Localist shall invoice Customer (as specified in the Order Forms) for Hosting Services and any related expenses (i.e. telecommunications, software license fees, software maintenance and support fees, other expenses, etc.) after the Customer obtains connectivity through the Branded Site to the Localist Technology (“Connection Date”), and such fees and related expenses are due and payable thirty (30) days from the date of such invoice. For all fees and related expenses other than Hosting Services fees for other services performed after the Connection Date, Localist shall invoice Customer at such time it performs such services, and such fees and expenses are due thirty (30) days from the date of each applicable Localist invoice. All payments will be made in United States dollars. Late payments of any fees and expenses owing to Localist hereunder shall accrue interest at a rate of one and one-half percent (1.5%) per month from the due date until such payment is made. If Customer fails to pay any undisputed fees within thirty (30) days of the due date, Localist may, at its sole discretion, and without limiting any other remedy, cease providing Customer all or part of the Localist Technology and Services upon five (5) days written notice to Customer. If any fee is disputed by Customer, and such dispute cannot be resolved promptly, Customer shall pay the amounts due under this Agreement, less the disputed amount, and shall advise Localist in reasonable detail of the reason for the dispute. If the disputed amount is later determined to have been payable, Customer shall pay Localist (i) interest on such amount from the 35th day after the disputed invoice was originally received by Customer, at the interest rate described herein, and (ii) reimbursement for all reasonable costs incurred by Localist in collecting past due amounts, including, but not limited to, attorneys’ fees.

4.2. Taxes. All payments required by this Agreement exclude all applicable sales, value-added, use, or other taxes and obligations, all of which Customer shall pay in full, except for taxes based on Localist’s net income.



4.3. Annual Adjustment Fee. The Annual License Fee set forth in the Order Form (excluding telecommunications fees, third party software license fees or maintenance fees) shall be adjusted annually on each anniversary of the Connection Date in an amount equal to 5% of the previous year's Annual License Fee. All other fees including, but not limited to, telecommunications fees, third party software license fees or maintenance fees shall be directly passed through to Customer and related annual cost increase within thirty (30) days of Localist's receipt of such fees.

4.4. Paid Registration Processing. If Customer uses Localist for processing payments for paid events, Customer must comply with the "Registration and Ticketing" section in the Terms of Service (the "Terms of Service") as made available at <http://www.localist.com/terms>. Localist's payment processing fee is assessed at 3.9% + \$1.30 per transaction.

## 5. CONFIDENTIAL INFORMATION

5.1. Confidential Information. Each party acknowledges that it will have access to certain confidential and proprietary information of the other party concerning the other party's business, plans, customers, technology, and products, including, without limitation, the Localist Technology and Documentation and the terms and conditions of this Agreement ("Confidential Information"). Each party shall not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the other party's Confidential Information and shall take reasonable precautions to protect the confidentiality of such information. The obligations set forth in this Section 5 shall survive termination or expiration of this Agreement.

5.2. Exceptions. Information will not be deemed Confidential Information if such information: (i) is known to the receiving party prior to its receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party without the reference or use of the other party's Confidential Information.

## 6. DISCLAIMER OF WARRANTY

THE LOCALIST TECHNOLOGY AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND ON AN "AS IS AVAILABLE" AND "WITH ALL FAULTS" BASIS AND ANY USE OF OR RELIANCE ON THE LOCALIST TECHNOLOGY AND SERVICES IS AT CUSTOMER'S OWN RISK. LOCALIST MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY OR ARISING FROM TRADE USAGE OR COURSE OF CONDUCT, WHETHER ORAL OR WRITTEN, AND LOCALIST EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, TITLE, SUITABILITY AND/OR FITNESS





FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING UNDER ANY APPLICABLE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, INCLUDING, BUT NOT LIMITED TO, SUBTITLE 4 OF TITLE 21 OF THE MARYLAND ANNOTATED CODE COMMERCIAL LAW ARTICLE. LOCALIST DOES NOT WARRANT THAT THE LOCALIST TECHNOLOGY OR SERVICES SHALL FULFILL ANY PARTICULAR PURPOSES OR NEEDS OF CUSTOMER OR THAT THE OPERATION OF THE LOCALIST TECHNOLOGY SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY ERRORS SHALL BE CORRECTED OR THAT THE LOCALIST TECHNOLOGY AND SERVICES SHALL BE COMPATIBLE WITH ANY PARTICULAR PLATFORM. LOCALIST SHALL NOT BE LIABLE FOR THE QUALITY OR ACCURACY OF INFORMATION PROVIDED BY USERS OR THIRD PARTIES FOR OR VIA THE LOCALIST TECHNOLOGY OR SERVICES NOR FOR ANY INACCURATE RESULTS DUE TO LOCALIST'S PROCESSING OF ANY SUCH DATA. LOCALIST MAKES NO WARRANTY OF TIMELINESS OF DELIVERY OF THE LOCALIST TECHNOLOGY AND SERVICES TO, OR PROCESSING OF ANY INFORMATION OR DATA PROVIDED BY, CUSTOMER. LOCALIST MAKES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE LOCALIST TECHNOLOGY OR SERVICES OR ANY OTHER MATERIALS, SOFTWARE, DATA, CONTENT OR OTHER TECHNOLOGY PROVIDED OR MADE AVAILABLE PURSUANT TO THIS AGREEMENT OR THAT THE LOCALIST TECHNOLOGY AND SERVICES ARE SECURE OR PREVENT THE DISTRIBUTION OF VIRUSES.

## 7. INDEMNITY

7.1. Indemnity. Customer hereby agrees to defend, indemnify and hold Localist and its licensors and suppliers (including, but not limited to, their assignees, subsidiaries, affiliated companies and their respective officers, directors, employees, shareholders, agents and representatives) harmless from and against any and all Losses incurred or asserted by any third party (i) arising out of or in connection with Customer's use of or access to the Licensed Technology; (ii) alleging that the User Data or Customer Technology or Customer's use of or access to the Localist Technology is in violation of this Agreement, infringes or misappropriates the Intellectual Property Rights of a third party or violates applicable law; and (iii) arising out of or in connection with Customer's (or its agents, representatives, affiliates or other persons who act on its behalf) negligent or intentional action or omission, breach of this Agreement or failure to comply with applicable law.

7.2. Injunction. In the event the Localist Technology is held or is believed by Localist to infringe upon a third party's U.S. Intellectual Property Right, Localist, at its sole discretion, shall have the option, at its expense, to (i) modify the Localist Technology to be non-infringing but maintaining substantially similar functionality; (ii) obtain for Customer a license to continue using the Localist Technology, or (iii) terminate the license for the infringing Localist Technology. This Section 7 states Localist's entire liability and Customer's exclusive remedy for infringement.

## 8. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL LOCALIST BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR





EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, COSTS OF DELAY, COSTS OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY, COST OF CAPITAL, LOSS OF GOODWILL, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE EVEN IF LOCALIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR SUCH LOSSES RESULT FROM THE USE OF LOCALIST TECHNOLOGY OR SERVICES OR INABILITY TO USE THE LOCALIST TECHNOLOGY OR SERVICES, OR ANY PORTION THEREOF, OR THE RELIANCE ON ANY CONTENT OR OTHER INFORMATION PROVIDED HEREUNDER OR RESULTS FROM THE PERFORMANCE OF SERVICES OR IMPLEMENTATION OF ANY RECOMMENDATION MADE BY LOCALIST. THE AGGREGATE LIABILITY OF LOCALIST, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND ALL AGENTS AND OTHER PERSONS AND ENTITIES AFFILIATED OR ASSOCIATED WITH LOCALIST FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE LOCALIST TECHNOLOGY OR SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE PERSON OR ENTITY BRINGING SUCH ACTION, SHALL NOT EXCEED THE LESSER OF THE AMOUNT OF FEES PAID TO LOCALIST BY CUSTOMER DURING THE ONE YEAR PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LOSSES OR TEN THOUSAND DOLLARS (\$10,000.00). NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE FIRST TO OCCUR (I) THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR (II) THE EVENT GIVING RISE TO SUCH LOSSES. The foregoing limitation of liability and exclusion of certain damages shall apply without regard to whether other provisions of this Agreement have been breached or have been determined by a court of competent jurisdiction to be invalid, void or unenforceable.

## 9. TERM AND TERMINATION

9.1. Term. The term of this Agreement shall commence on the date You accept it (the "Effective Date" and shall continue for the term set forth in the Order Form ("Original Term"), and shall renew ~~automatically~~ thereafter for successive one (1) term periods (each, a "Renewal Term" and collectively, the "Term"), unless either party provides the other party with written notice of termination at least 30 days prior to the expiration of the Original Term or the then current Renewal Term.

9.2. Termination. Either party will have the right to terminate this Agreement, if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same. Without limiting the foregoing, it is agreed that (i) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts against a party which is not dismissed or withdrawn within sixty (60) days thereafter; (ii) a general assignment for the benefit of creditors; or (iii) such party's dissolution or ceasing to conduct business in the ordinary course shall constitute a material breach which entitles the other party the right to terminate this Agreement. Localist shall have the right to terminate this Agreement upon thirty (30) days written notice to Customer in the event that Customer exceeds the maximum



usage as set forth in the TRAFFIC ALLOWED section of this agreement for more than two (2) consecutive months and the parties are unable to negotiate new terms and conditions to account for the additional traffic.

9.3. Effect of Termination. Upon the effective termination date of this Agreement: (i) Localist shall immediately cease providing the Localist Technology and Services to Customer; (ii) all licenses granted to a party hereunder shall terminate, (iii) any and all payment obligations that have accrued or are otherwise owed by Customer under this Agreement will become due and payable immediately; and (iv) within ten (10) days after such expiration or termination, each party shall return, destroy or delete from operational systems and onsite storage all Confidential Information of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. Destruction or deletion of Confidential Information shall be confirmed in writing.

9.4. Transition Services Upon Termination. Should Customer elect to terminate this Agreement pursuant to the terms and conditions of this Section 9 and any and all payment obligations have been paid in full, Localist will provide the discontinuing services as set forth in the then current SLA.

9.5. Survival. Any provision that by its nature survives, including, but not limited to Sections 4, 5, 6, 7, 8, 9 and 10 shall survive any expiration or termination of the Agreement.

## 10. MISCELLANEOUS PROVISIONS

10.1. Force Majeure. Localist shall not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, any act of war, acts of God, earthquake, flood, fire, explosion, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet.

10.2. Government Regulations. Customer shall not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

10.3. Governing Law; Jurisdiction, Severability; Waiver. This Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with the internal laws of the State of Maryland, without regard to its conflict of laws principles and without application of the Maryland Uniform Computer Information Transactions Act (Md. Code Ann., Comm. Law, §§ 22-201, et seq. (2000)). The parties agree that the exclusive jurisdiction for any action or proceeding arising out of or otherwise relating to this Agreement, the Localist Technology or Services or any action or proceeding brought to enforce any breach of this Agreement shall be in any federal or state court situated in the State



of Maryland, in one or more actions or proceedings, and by execution and delivery of this Agreement, the parties irrevocably consent to such exclusive jurisdiction in such courts and to the proper venue therein. THE PARTIES HEREBY EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE LOCALIST TECHNOLOGY OR SERVICES OR ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE ANY BREACH OF THIS AGREEMENT. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless mutually agreed upon in writing by authorized representatives of both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly so provided in writing. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by either party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every such provision thereafter. It is the express intention of the parties that the agreements contained herein shall have the widest application possible. If any agreement contained herein is found by a court of competent jurisdiction to be invalid, void, unenforceable or unreasonable in scope or character, the agreement shall not be rendered unenforceable thereby, but rather the scope or character of such agreement shall be deemed reduced or modified with retroactive effect to render such agreement reasonable and such agreement shall be enforced as thus modified. If the court of competent jurisdiction will not review the agreement, then the parties shall mutually agree to a revision having an effect as close as permitted by law to the provision declared unenforceable. The parties further agree that in the event a court of competent jurisdiction determines, despite the express intent of the parties, that any portion of any covenant or agreement contained herein is not enforceable, the remaining portion of such covenant and agreement and all other provisions of this Agreement shall nonetheless remain valid and enforceable.

10.4. Assignment. Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Localist. Any attempted assignment or delegation without such consent will be void. Subject to the foregoing, this Agreement shall be binding on, and inure to the benefit of, each party's successors and permitted assigns.

10.5. Notices. Customer agrees to transact business with Localist using electronic communications, either via web forms or via email. Electronic communications will be deemed received by Customer when its electronic communication system reports that any electronic communication that Localist sends has been received by Customer's system, regardless of whether Customer ever actually opens or reads such electronic communication. Localist may, but is not required, to use return receipt requests. Unless specifically required by applicable law or as otherwise provided herein, Customer consents to receive all notices, information and other communications from Localist concerning any subject matter, via electronic communication. It is Customer's responsibility to maintain valid electronic





communication addresses, and Localist may terminate Customer's access to the Localist Technology and Services without liability to Customer if, after reasonable prior notice, Customer fails to update and maintain its electronic communication addresses.

10.6. Relationship of Parties. Localist and Customer are independent contractors and this Agreement shall not establish any relationship or partnership, joint venture, employment, franchise or agency between Localist and Customer. Neither Localist nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

10.7. Entire Agreement; Counterparts. This Agreement along with the Order Forms incorporated herein by reference (including all other documents incorporated herein by reference), constitute the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

10.8. Covenants. During the term and for a period of no less than two (2) years thereafter, Customer agrees that, without the prior written consent of Localist, it shall not, directly or indirectly, on its own behalf or as a partner, affiliate, officer, director, stockholder, principal, owner, employee, agent or consultant of any other person or entity: (i) contract with any party other than Localist to substantially replicate products or services offered by Localist; (ii) interfere with the business of Localist by suggesting to, inducing or persuading any customer or supplier to discontinue his or its business relationship with Localist; (iii) take any action or make any statements that are intended or should reasonably be expected to discredit, demean, or have a material adverse effect on the business of Localist; and (iv) solicit, hire, induce, persuade, aid or cooperate with others in soliciting, hiring, inducing or persuading any employee of Localist to leave the employ of Localist.

10.9. Cumulative Remedies. All rights, remedies and powers of Localist hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereby or any laws now existing or hereafter enacted. Customer acknowledges and agrees that if it breaches any obligations hereunder, Localist may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy, and that, in addition to all other remedies that Localist may have, Localist shall be entitled to seek injunctive relief, specific performance or any other form of relief, including but not limited to equitable relief, to remedy a breach or threatened breach hereof by Customer and to enforce this Agreement, and Customer hereby waives any and all defenses and objections it may have on grounds of jurisdiction and venue, including but not limited to lack of personal jurisdiction and improper venue, and waives any requirement for the securing or posting of any bond in connection with such remedy.

10.10. Litigation Holds. With respect to any original records of Customer retained by Localist, Localist, at Customer's expense, shall use commercially reasonable efforts to preserve any





records in its possession that fall within the scope of any litigation hold request made by Customer from time to time in writing.

10.11. Breach Notification Requirement. Localist shall take reasonable security precautions to prevent unauthorized access to personally identifiable information. Such precautions shall in no event be less stringent than those used to safeguard Localist's own property and computer systems. In the event of a security breach, Localist shall notify Customer of such breach within a reasonable period of time following the discovery of the breach and after identifying that the intruder had reasonable access to the Customer Confidential Information. Unless otherwise mutually agreed upon by the parties in writing, Customer shall be obligated to comply with all applicable state and federal breach notifications and shall immediately notify Localist in writing of such event. Customer shall keep Localist reasonably informed of its compliance with such requirements.

10.12. Additional Fees. Customer shall immediately notify Localist if Customer knows or has reason to believe that Localist has been or will be required, as a result of activity arising out of or related to this Agreement or the services contemplated hereunder by any court or administrative agency of the United States or any state or by any legal process to respond to any subpoena, search warrant, discovery or other directive under the authority of such court, administrative agency, governmental inquiry or process in connection with any proceeding or investigation in which Customer or any of its affiliates, officers, directors, agents, employees, or subcontractors is involved. Whether or not such notice is given by Customer, Customer shall directly assist Localist in Localist's attempt to reduce the burdens of compliance with any such directives, and Customer shall reimburse any and all reasonable expenses incurred by Localist and its affiliates in complying with any such directive, including, but not limited to, attorneys' fees for representation and advice, travel and lodging expenses and Localist's then current hourly rate for all time spent by Localist in responding to such matters.

10.13. Restricted Rights. If Customer is a U.S. government entity or U.S. government contractor, the Localist Technology and Services are furnished with "RESTRICTED RIGHTS" as defined in the Federal Acquisition Regulation ("FAR") 52.227-19(c)(2) and the Defense Federal Acquisition Regulation ("DFAR") 252.227-7013 to 7019, as applicable. Use, duplication or disclosure of the Localist Technology or Services by the U.S. government and parties acting on its behalf is governed by and subject to the restrictions set forth in FAR 52.227-19(c)(1) and (2) or DFAR 252.227-7013 to 7019, as applicable.

10.14. Further Assurances. Each party agrees that it shall, from and after the Effective Date of this Agreement, execute and deliver such other documents and take such other actions as may reasonably be requested to effect the transactions contemplated hereunder.

10.15. Expenses. Except as otherwise set forth herein, each party shall bear its own expenses, costs and fees (including, but not limited to, attorneys' fees) in connection with the transactions contemplated hereby, including compliance with this Agreement.



10.16. No Adverse Construction. Customer and Localist have had the opportunity to consult with, review and negotiate the terms and provisions of this Agreement and neither party shall therefore be subject to any adverse construction rule as a draftsman of this Agreement.

10.17. Interpretation. Unless the context requires otherwise, all words used in this Agreement in the singular number shall extend to and include the plural, all words in the plural number shall extend to and include the singular and all words in any gender shall extend to and include all genders. The captions and headings used in this Agreement are used for convenience only and are not to be given any legal effect.

10.18. Traffic Allowed. The license fee and other terms of this Agreement are based on the following usage: (i) five hundred thousand (500,000) unique page views per month, (ii) one million (1,000,000) unique widget views and (iii) one hundred thousand (100,000) unique application programming interface (API) calls ("Traffic Allowed"). In the event that Customer exceeds any one of these limits for more than two (2) consecutive months, Localist reserves the right to negotiate the terms and conditions on which Localist will provide the Localist Technology and Services to Customer, including, but not limited to, the payment of additional fees. In the event that the parties are unable to negotiate such terms and conditions, then Localist shall have the right to terminate this Agreement in accordance with Section 9.2 hereof.

10.19 Other Eligible Entities. The provisions of this contract shall be made available to other entities in the University of North Texas System, including but not limited to UNT at Frisco, UNT Health Science Center, UNT Dallas, UNT Dallas College of Law. Each entity shall contract with Localist individually through a unique order form referencing these shared "system" terms.



## ORDER FORM for UNIVERSITY OF NORTH TEXAS

Product	Description	Length	Term	Total Price for UNT
Enterprise License	Higher Ed - Software License	12 months	9/1/2021-8/31/2022	\$15,000
Support Bold	Advanced Support	12 months	9/1/2021-8/31/2022	\$4,500
Feed Sync Upgrade	Twice Daily Update of all Feeds	-	-	\$2,500

Total: \$22,000

The term of this Order Form is twelve (12) months from the start date upon signature. Customer (University of North Texas) may not terminate for convenience.

All payments are due upon receipt.

**IN WITNESS WHEREOF**, Localist and Customer each have caused this Agreement to be executed and delivered by their duly authorized representatives as of the effective date.

### For Localist:

Full Name:

Signature:

Title:

Date: 8/16/2021

### For UNIVERSITY OF NORTH TEXAS:

Full Name:

Signature:

Title:

Date: 8/16/2021

## STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

**Payment.** In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

**Eligibility to Receive Payment.** By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

**Tax Exempt.** UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

**Breach of Contract Claims Against UNT.** Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

**Governing Law and Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

**No Excess Obligations.** In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

**Travel Expenses.** Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

**Delivery.** Delivery shall be FOB Destination.

**Insurance.** UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

**Public Information.** UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.



Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't 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 otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Localist Corp.

By:

Name:

Title:

Date:

8/16/2021

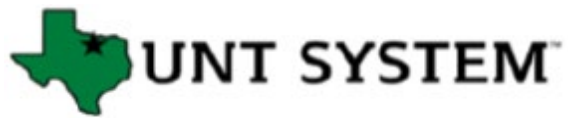
UNIVERSITY OF NORTH TEXAS

By:

Title:

Date:

8/16/2021



# REQUEST FOR PROPOSAL

*RFP No.: RFP752-21-247963-BS*

*Title: University Calendar*

Proposal Submittal Deadline: **April 16, 2021, 2:00 pm, local time**

Prepared by:

Barry Sullenberger, Strategic Sourcing Coordinator

University of North Texas System Procurement Services

Business Service Center

1112 Dallas Drive, Suite 4000

Denton, Texas 76205

Date Issued: March 26, 2021

## REQUEST FOR PROPOSAL

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#### ATTACHMENT(S) *(as separate files)*

Attachment A: University of North Texas System Reference Page

Attachment B: Sample Service Agreement

## **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 (UNTDD). The UNT System Administration is based in downtown Dallas. The three independent universities of the UNT System have combined enrollment of more than 45,000 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 UNTDD, as agreed to in writing by the parties.

### **1.2 Background**

UNTS is seeking proposals for University Calendar (NIGP commodity code 920-04). It is the university's objective to select and purchase a calendar platform to funnel and manage all existing UNT event planning and calendar formats and platforms into one product. The product will provide a robust public-facing event calendar format to promote and communicate about all UNT-sanctioned events, as well as provide behind-the-scene management. A strong calendar platform is needed to help the university streamline its event-promotion approaches and campaigns and will provide a more user-friendly, visually appealing and comprehensive experience for current and prospective students, faculty, staff, alumni, visitors and community members.

### **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 April 16, 2021 (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"):

**Barry Sullenberger, Strategic Sourcing Coordinator**

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 email: [barry.sullenberger@untsystem.edu](mailto:barry.sullenberger@untsystem.edu)

The UNTS Contact must receive all questions or concerns no later than 2:00PM on April 2, 2021. 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/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, in accordance with Texas Education Code Sections 51.9335, b) 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 Financial Considerations: Including, but not limited to cost, discounts, services and other charges/fees
- 2.3.2 The overall quality of the proposal, specifically responsiveness to the requirements and adequacy of the information provided
- 2.3.3 Meets minimum vendor requirements/qualifications
- 2.3.4 Bidder's references as outlined in this RFP
- 2.3.5 Development, Installation and Training Schedule

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. UNTS also considers "best value" in the award process in accordance with Texas Education Code Sections 51.9335, b) In determining what is the best value to an institution of higher education,

## 2.4 Schedule of Key Events

Issuance of RFP.....3/26/2021  
Deadline for Questions/Concerns .....4/2/2021, 2:00 p.m. local time  
(Ref. **Section 2.2** of this RFP)  
Answers to Questions posted .....4/9/2021, 5:00p.m. local time  
Submittal Deadline .....4/16/2021, 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.

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

### SECTION 3: SUBMITTAL OF PROPOSAL

#### 3.1 Number of Copies

Proposer must submit one (1) complete original copy of its *entire* proposal. An *original* or electronic 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 or electronic signature should contain the mark "original" on the front cover of the proposal.

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.

**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 Responses to Proposer's General Questionnaire (ref. Appendix One, Section 3).
- 3.5.3 Signed and Completed Addenda Checklist (ref. Appendix One, Section 4).
- 3.5.4 Responses to evaluation criteria.

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

UNTS' standard purchase order terms and conditions can be found at [https://www.untsystem.edu/sites/default/files/documents/bsc\\_po\\_terms\\_2019.pdf](https://www.untsystem.edu/sites/default/files/documents/bsc_po_terms_2019.pdf). Additionally, attached is a sample Services Agreement (refer to Section 3.4.2 of this RFP).

### **4.1 Term.**

The term of the contract resulting from this RFP shall be until the completion of development elements described in this RFP.

### **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**

- 5.1.1 Vendors must demonstrate a capability to produce a quality product.
- 5.1.2 Vendors must have at least three years' experience in the industry, serving higher education clients.
- 5.1.3 Vendors must provide a dedicated customer service representative to this project.

### **5.2 Specifications/Deliverables**

- 5.2.1 Import and integrate multiple data feeds, specifically from UNT's current Ad Astra (classroom scheduling) and EMS (Student Affairs scheduling) platforms, as well as other platforms
- 5.2.2 Sync multiple times a day to ensure that all calendar feeds' visible content is up to date
- 5.2.3 Provide a centralized calendar format for public viewing and event submissions
- 5.2.4 Allow for administrative review of submissions and approval prior to publishing in the public-facing format
- 5.2.5 Remove deleted items simultaneously from all calendar feeds
- 5.2.6 Provide a variety of administrative and management permission levels
- 5.2.7 Deliver a format that's simple to use, and easy to understand from both an administrative and end user point of view — with extensive training and "how to" documentation provided
- 5.2.8 Include the addition of customizable fields within event registration forms
- 5.2.9 Web accessible; administrative interface and the public-facing interface will have to be Section 508 Revised / WCAG 2.0 compliant for digital accessibility

5.2.10 In addition, the platform should, if possible, be able to:

- Receive and review data on the back end in a dashboard format
- Include workflow and approvals processes
- Include the option to receive payments within event registration forms
- Create regular and ad hoc reports
- Import events already posted within calendar.unt.edu
- Provide a 30-day grid calendar view
- Tag events for security and risk management purposes (such as whether alcohol will be served, or if minors are involved, etc.)
- Integrate with UNT's Org Sync organization platform
- Include the ability for users to subscribe to and customize calendars they want to follow and import events into their personal calendars (google or iCal)
- Provide an interface for administrators to manage events (view registrations, email notifications and reminders, process a wait list, etc.)

### **5.3 Service Requirement**

5.3.1 Vendor must provide dedicated customer service representative.

5.3.2 Vendor must provide project and change management services throughout the project lifecycle.

5.3.3 Vendor must provide communications to team when issues arise.

5.3.4 Vendor must be responsive to team inquiries and within 48 hours.

5.3.5 Customer service provided for initial start-up of calendar as well as continued ongoing service as needed

### **5.4 Proposal Submittal**

5.4.1 Suggested staff resources for this project (role, experience)

5.4.2 Three contacts for past clients from projects of similar nature and scope; higher education clients, preferred (Ref Attachment: UNTS Reference Page)

5.4.3 At least one case study showing the results from a similar project with a higher education client

5.4.4 Any company experience, processes or methodologies that would set the company apart from other companies or peers

### **5.5 Pricing/Fees**

A financial proposal that identifies the overall costs and proportion of the cost for each phase of the project with total cost for all services and segmented by each service including, but not limited to discounts, services and other charges/fees

## **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.untssystem.edu/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**

The successful offer will be the offer that is submitted in response to this bid by the submittal deadline and is the most advantageous to UNTS, in its sole discretion. Offers will be evaluated by an evaluation committee that will include employees of UNTS or its component institutions and other persons invited by UNTS to participate. The evaluation of offers and the selection of the successful offer by the respondent in response to the specifications section of this bid.

UNTS also considers "best value" in the award process in accordance with Texas Education Code Sections 51.9335,

b) In determining what is the best value to an institution of higher education, the institution shall consider:

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the institution's needs;
- (5) the vendor's past relationship with the institution;
- (6) the impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities;
- (7) the total long-term cost to the institution of acquiring the vendor's goods or services;
- (8) any other relevant factor that a private business entity would consider in selecting a vendor; and
- (9) the use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified.

UNTS may consider information related to past contract performance of a Respondent including, but not limited to, Texas Comptroller of Public Account's Vendor Performance Tracking System. Consideration may also be given for such information or comments increase the benefits to UNTS. The successful respondent will be required to enter into a contract acceptable to 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.
- 2.9 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.