Texas Higher Education Coordinating Board
REQUEST FOR PROPOSAL

Venue to Host College Readiness & Success (CRS) Counselor Professional Development Conference

Texas Higher Education Coordinating Board
1200 East Anderson Lane
Austin, TX 78752

RFP No. 781-7-18214

Proposal Due Date:
February 6, 2017

Time (Central Time):
3:00 p.m. CT
PART A: OVERVIEW, CONTENT, AND INSTRUCTIONS

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### A.1 DEFINITIONS

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Webster’s II New College Dictionary.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract</td>
<td>Any contract(s) resulting from this solicitation. Note: There is no guarantee that any contract will result from this solicitation.</td>
</tr>
<tr>
<td>Contractor or Awarded Contractor</td>
<td>The Respondent(s) awarded a Contract as a result of the RFQ.</td>
</tr>
<tr>
<td>ESBD</td>
<td>The Electronic State Business Daily, which is available online at <a href="http://esbd.cpa.state.tx.us/">http://esbd.cpa.state.tx.us/</a>.</td>
</tr>
<tr>
<td>HUB</td>
<td>Historically Underutilized Business (HUB)</td>
</tr>
<tr>
<td>Party / Parties</td>
<td>Either the THECB and Respondent separately or collectively</td>
</tr>
<tr>
<td>PIA</td>
<td>Texas Public Information Act, Chapter 552, Gov't Code is a series of legislative acts are intended to guarantee public access to governmental information in the interest of providing transparency in government. A link to the Act can be found: <a href="http://www.statutes.legis.state.tx.us/docs/GV/htm/GV.552.htm">http://www.statutes.legis.state.tx.us/docs/GV/htm/GV.552.htm</a></td>
</tr>
<tr>
<td>Proposal</td>
<td>The response submitted by a Respondent to the THECB as a result of this solicitation</td>
</tr>
<tr>
<td>Respondent</td>
<td>Any person or contractor who submits a Proposal in response to this solicitation.</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposals, which is the type of solicitation embodied in this document. The RFP consists of Part A, Overview, Content, and Instructions and Part B, the Anticipated Contract/Purchase Order and any exhibits or attachments thereto.</td>
</tr>
<tr>
<td>TAC</td>
<td>The Texas Administrative Code, which is the publication for administrative rules.</td>
</tr>
<tr>
<td>THECB/Agency</td>
<td>The Texas Higher Education Coordinating Board, the state agency issuing this solicitation.</td>
</tr>
</tbody>
</table>
A.2 DESCRIPTION AND OVERVIEW

A.2.1 Description of Services

The Texas Higher Education Coordinating Board (THECB) is seeking requests for proposals from qualified respondents to enter into a Contract for a venue to host our Counselor Professional Development Conference, in accordance with the requirements contained in this Request for Proposal (RFP).

The THECB’s annual Texas Higher Education Counselor Professional Development Conference brings together counselors to discuss critical higher education issues. This event is intended to bridge secondary and postsecondary education and support the THECB’s goal of the 60X30TX strategic plan. High school counselors, admissions advisors from two-year and four-year institutions, and other educators interested in learning more about college access and success across Texas are invited to attend.

The following is a preliminary summary conference agenda and is the preferred date:
June 28, 2017
1) Registration/Continental Breakfast 8:00 a.m. - 9:00 a.m.
2) General session 9:00 a.m. - 10:00 a.m.
3) 5 Breakout Sessions 10:15 a.m. - 11:00 a.m.
4) 5 Breakout Sessions 11:15 a.m. - 12:00 p.m.
5) Lunch and Panel Discussion 12:15 p.m. - 1:30 p.m.
6) 5 Breakout Sessions 1:45 p.m. - 2:30 p.m.
7) Closing Session 2:45 p.m. - 3:30 p.m.

We are willing to accept the following alternate date:
June 29, 2017

A.2.2 Eligibility Information

Proposers must be in the Greater Austin Area with experience providing services similar to those described in the Description of Service Requirements. Proposers who do not meet this requirement are not eligible for award.

A.2.3 Term of Contract

The Contract shall commence upon the execution of a Contract by the THECB with the Awarded Contractor and shall automatically expire on the last day of services provided.

Once a Contract is executed with the Contractor(s), this period will be referred to as the “Contract Term.”

A.2.4 Description of Service Requirements

**Guest Room Accommodations:** Hotel rooms shall not exceed $141 per night. If during the Contract Term, THECB’s government per diem rate is higher than hotel’s proposed rate, the proposed rate will prevail.
<table>
<thead>
<tr>
<th>Dates</th>
<th># of rooms needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/27/2017</td>
<td>200</td>
</tr>
</tbody>
</table>

**Guest Room Release Date:** Hotel agrees to hold number of Guest Room Accommodations at proposed rate until two weeks before dates specified above and or alternate dates proposed.

**Meeting Rooms:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function</th>
<th>Seating Style</th>
<th># of People</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/28/2017</td>
<td>8:00 AM</td>
<td>9:00 AM</td>
<td>Registration</td>
<td>Classroom</td>
<td>4</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>8:00 AM</td>
<td>9:00 AM</td>
<td>Continental Breakfast Buffet</td>
<td>Rounds</td>
<td>250</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>9:00 AM</td>
<td>10:00 AM</td>
<td>General Session</td>
<td>Rounds &amp; Panel</td>
<td>250</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>10:15 AM</td>
<td>11:00 AM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>10:15 AM</td>
<td>11:00 AM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>10:15 AM</td>
<td>11:00 AM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>10:15 AM</td>
<td>11:00 AM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>10:15 AM</td>
<td>11:00 AM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>11:15 AM</td>
<td>12:00 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>11:15 AM</td>
<td>12:00 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>11:15 AM</td>
<td>12:00 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>11:15 AM</td>
<td>12:00 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>12:15 PM</td>
<td>1:30 PM</td>
<td>Working Lunch</td>
<td>Rounds &amp; Panel</td>
<td>250</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>1:45 PM</td>
<td>2:30 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>1:45 PM</td>
<td>2:30 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>1:45 PM</td>
<td>2:30 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>1:45 PM</td>
<td>2:30 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>1:45 PM</td>
<td>2:30 PM</td>
<td>Breakout</td>
<td>Rounds</td>
<td>50</td>
</tr>
<tr>
<td>6/28/2017</td>
<td>2:45 PM</td>
<td>3:30 PM</td>
<td>Closing Session</td>
<td>Rounds &amp; Panel</td>
<td>250</td>
</tr>
</tbody>
</table>

**A.2.5 Additional Requirements**

1. The Contractor shall provide complimentary water in all meeting rooms.
2. The Contractor’s amenities shall include access to a photocopier and on-site restaurant facilities and/or room service available that can accommodate training and non-training meals for all attendees in an expeditious manner.
3. Sleeping rooms shall be clean upon check in and receive daily maid service. Each sleeping room shall have a separate bathroom and bath/shower facilities.
4. One Complimentary Suite for the Duration of the Program.
5. Two Room Upgrades at Group Rate to Premium Accommodations.
6. Two complimentary welcome baskets.
7. Discounted rate or Complimentary on all Audio Visual Requirements.
8. Complimentary hard wired internet in breakout/meeting rooms for the duration of the program. Wireless internet beyond complimentary hard wired internet in breakout/meeting rooms for the duration of the program.
9. Extend group rate through June 28, 2017 and or alternate dates proposed.
(10) Hotel agrees to provide Group with one (1) complimentary room night for every fifty (50) revenue generating room nights produced.

(11) Complimentary self-parking.

(12) THECB to be mailed invoice after the event.

A.2.6 Deliverables

N/A

A.2.7 Contractor Responsibilities

The THECB shall look solely to the Contractor(s) for compliance with all the requirements of this RFP and the resulting Contract(s). Contractor(s) shall be the sole point of Contract responsibility and shall not be relieved of non-compliance of any subcontractor.

A.3 FINANCIAL MATTERS

A.3.1 Payment Terms and Award Summary

To the extent the Awarded Contractor is not a Texas state agency, payment for services will be made by THECB in accordance with the State of Texas Prompt Payment Law; Chapter 2251 of the Texas Government Code. If the Awarded Contractor is a Texas state agency, payment for services will be made by THECB in accordance with the Interagency Cooperation Act; Chapter 771 of the Texas Government Code.

The awarded Contractor shall not begin or provide any services until issuance of a Contract by THECB. THECB does not guarantee a specific compensation to the Contractor throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

A.3.2 Adding New Services to the Contract after Award

Following the Contract award, additional Services of the same general category that could have been encompassed in the award of this Contract, and that are not already on the Contract, may be added. A formal written request may be sent to Awarded Contractor(s) to provide a proposal on the additional services and Contractor(s) shall submit proposals to the THECB as instructed.

All prices are subject to negotiation with a Best and Final Offer (BAFO). THECB may accept or reject any or all proposals, and may issue a separate RFP for the services after rejecting some or all of the proposals. The services covered under this provision shall conform to the terms, conditions, specifications and requirements as outlined in the request. Any resulting contract may be amended only upon the issuance of a written amendment showing the revision(s) prior to the services being provided as agreed, approved and signed by both parties.
A.4  ANTICIPATED SCHEDULE OF ACTIVITIES

A.4.1  Due Date for Proposals

Respondents shall submit Proposals to the THECB in time for the THECB to verify and confirm that each Proposal is received and documented with a date and time no later than the Proposal Due Date indicated in the Calendar of Events section below. Proposals submitted late will be rejected and will not be considered for evaluation.

A.4.2  Calendar of Events

The solicitation process for this RFP will proceed according to the schedule below. The THECB reserves the right to revise this schedule or any portion of this RFP by published Addendum on ESBD and the THECB’s website.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publication of RFP on the ESBD</td>
<td>January 13, 2017</td>
</tr>
<tr>
<td>Last day to submit written questions regarding the RFP</td>
<td>February 1, 2017</td>
</tr>
<tr>
<td>Proposal Due Date and Time</td>
<td>February 6, 2017 @ 3:00pm CT</td>
</tr>
<tr>
<td>Expected Award of Contract</td>
<td>Upon Execution</td>
</tr>
</tbody>
</table>

The THECB will accept only written questions and requests for clarification e-mail to the attention of the personnel below.

Inquiries and comments must reference RFP No 781-7-18214

Direct written questions to:

Theresa Lopez, CTPM, CTCM  
Senior Purchaser VI  
Texas Higher Education Coordinating Board  
Office of General Counsel  
Theresa.lopez@thecb.state.tx.us

Questions submitted to the THECB will be answered within two business days after receipt. The THECB will post additional information, responses to written questions, RFP modifications, and addenda on the THECB website and the Electronic State Business Daily (ESBD). It is the responsibility of interested parties to periodically check the ESBD and THECB’s website for updates to the procurement prior to submitting a response. The Respondent’s failure to periodically check the ESBD and the THECB’s website will in no way release the selected contractor from “addenda or additional information” resulting in additional costs to meet the requirements of the RFP.

A.4.3  Point of Contact Prior to Award

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact listed below.  
Theresa Lopez, CTPM, CTCM
A.4.4 Pre-Proposal Conference

Not Applicable

A.4.5 Notice of Intent Guidelines

Not Applicable

A.5 PROPOSAL CONTENTS (REQUIRED)

A.5.1 Attachments Included with this RFP

This RFP also includes the following Attachments, which are posted on the ESBD:

A  Execution of Proposal (Required)
B  Respondent Information Form (Required)
C  Preferences (Required)
D  Anticipated Standard Service Contract (For Reference Only)

A.5.2 Organization of the Proposal for Submission

Proposals shall include all required attachments and certifications. The THECB will not accept attachments and certifications submitted after the deadline. Failure to provide all required information shall make the proposal non-responsive and thus disqualified from consideration. The THECB may reject a proposal that fails to include required contents.

Respondents shall submit:
1. One (1) electronic copy of the complete RFP response via email in Microsoft Word or PDF. Email your response and required attachments above to Theresa.Lopez@thecb.state.tx.us

2. Responses should include the following:

<table>
<thead>
<tr>
<th>RFP Response</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Description of Service Requirements under A.2.4</td>
</tr>
<tr>
<td>Additional Requirements A.2.5</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td></td>
</tr>
<tr>
<td>Transmittal Letter</td>
<td></td>
</tr>
</tbody>
</table>
| The Transmittal Letter must be signed by a person legally authorized to bind the Respondent. The letter must specifically identify that the Proposal is in reference to **Venue to Host CRS Counselor Professional Development Conference.**  

The letter must state, *"The Proposal enclosed is binding and valid at the discretion of THECB."*

Additionally, the Transmittal Letter shall indicate that the Proposal is good for 90 days. The letter must also include "*full acceptance of the terms and conditions described in this Request for Proposal, including as detailed in the Anticipate Contract.*"

Any exceptions to this RFP and the Anticipated Contract must be specifically noted in the letter. However, any exceptions may disqualify the Proposal from further consideration. If Respondent takes any exceptions to any provision of this RFP or the Anticipated Contract, these exceptions must be specifically and clearly identified by Section and Respondent’s proposed alternative must also be provided. Respondent cannot take a “blanket exception” to the entire RFP or the Anticipated Contract. If any Respondent takes a “blanket exception” to this entire RFP or the Anticipated Contract or does not provide proposed alternative language, the Proposal may be disqualified from further consideration.

Any terms and conditions attached to a Proposal will not be considered unless specifically referred to in this RFP and Respondent’s attachment of such terms and conditions to a Proposal may disqualify the Proposal.

The Respondent shall provide a Transmittal Letter addressed to the Point of Contact that identifies the person or entity submitting the Proposal and includes a commitment by that person or entity to provide the services required by THECB through this RFP and the Anticipated Contract.

Respondents are strongly encouraged to submit written questions during the inquiry period regarding any terms and conditions of this RFP or the Anticipated Contract.
<table>
<thead>
<tr>
<th>Conflict of Interest Disclosure Statement</th>
<th>Statement is <strong>REQUIRED</strong> and <strong>MUST</strong> be <strong>NOTARIZED</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondents shall be neutral and impartial, shall not advocate specific positions to the THECB. Respondents shall identify the extent, nature, and length of these relationships or engagements. Entities having a conflict of interest, as determined by the THECB, will not be eligible for contract award. If a respondent does not have any known or potential conflict of interest, the proposal should include such a statement. Failure to provide either a statement on potential conflicts of interest or a statement that no potential conflicts exist shall automatically disqualify the respondent. <strong>This statement shall be signed before a notary public by the highest-ranking officer of respondent’s entity having responsibility for vetting corporate conflicts of interest, e.g. a corporate Executive Vice President rather than the head of an operating or regional unit of the firm.</strong> The THECB will determine whether a conflict of interest or the perception of a conflict of interest exists from the perspective of a reasonable person uninvolved in the matters covered by the resulting contract. The THECB is the sole arbiter of whether a conflict or the appearance of a conflict of interests exists. The THECB encourages respondents to provide complete disclosure of matters that might be considered a conflict of interest. Completeness of disclosure may be a factor in evaluating proposals. Each respondent also must address how the respondent intends to ensure that no interest arising or potentially arising as a result of its activities or those of its parent, affiliate, or other related entity shall conflict with respondent’s duty should it be selected to provide these services. The THECB may not enter into a contract with a person who has been employed by the THECB within the past 12 months. Persons who have been employed by the THECB or by another state agency in Texas more than 12 months but fewer than 24 months ago shall disclose in the proposal the nature of previous employment with the state agency and the date the employment ended.</td>
<td></td>
</tr>
</tbody>
</table>
NOTE: The THECB, as a state agency, is prevented by the Texas Constitution from indemnifying Respondents. The Respondent is discouraged from including a term in its Proposal that requires the THECB to indemnify it. Such a term may result in the Proposal being deemed non-responsive.

<table>
<thead>
<tr>
<th>Attachment A</th>
<th>Execution of Proposal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachment B</td>
<td>Respondent Information Form</td>
</tr>
<tr>
<td>Attachment C</td>
<td>Preferences</td>
</tr>
</tbody>
</table>

The Proposal shall include all information required in this RFP. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Questions should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Part A. The Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal. The Respondent is solely responsible for its Proposal and all documentation submitted.

The Respondent shall be as precise, accurate, and succinct as possible. The Respondent shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by the THECB evaluators.

A.6 EVALUATION OF THE PROPOSAL

A.6.1 Evaluation and Award of Contract

A Contract will be awarded by THECB to the Awarded Contractor(s) in response to this RFP.

The THECB reserves the right to award Contract(s) without any negotiations and reserves the right to not make awards. Submission of a Proposal confers no rights on Respondent to an award or to a subsequent Contract, if there is one. The issuance of this RFP does not guarantee that a Contract will ever be awarded. THECB reserves the right to withdraw the RFP entirely for any reason solely at THECB’s discretion. An individual Proposal may be rejected if it fails to meet any requirements of this RFP. THECB may seek clarification from Respondent at any time during the evaluation period, and failure to respond may be cause for rejection of a Proposal. Upon execution of a Contract resulting from this RFP, the term “Respondent” shall have the same meaning as “Contractor”.

The Contractor shall not begin or provide services until issuance of a Contract by THECB.

The Respondent is strongly encouraged to provide its best price in its Proposal.
THECB shall award a Contract(s) to the Respondent(s) whose proposal is considered to be the best value to the state, as defined in §2155.074, Gov’t Code. Part B of this RFP represents the Anticipated Contract (along with its incorporated exhibits) which will be entered into with the Contractor(s) and lists the additional terms and conditions governing this RFP. The THECB may make its award to Respondent(s) based on any combination, including, but not limited to line item that provides best value to the State.

The State of Texas may consider, at its option, alternative services for award which may not meet the full specifications, however, represent a best value to the State of Texas within the listed service classification.

Each evaluated Proposal will be reviewed and scored according to the table set out below.

**Evaluation Criteria for each of the Proposal Components:**

<table>
<thead>
<tr>
<th></th>
<th>Description of Service Requirements</th>
<th>40%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Additional Requirements</td>
<td>30%</td>
</tr>
<tr>
<td>3</td>
<td>Compensation</td>
<td>30%</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

The THECB will assemble an evaluation team that will begin proposal evaluation as soon as practicable after the submission deadline. Evaluation team members will score each proposal individually using the criteria stated above. After individual scoring, the evaluation team will meet and discuss the proposals and will make a recommendation for selection or a recommendation to take further action.

After the evaluation team ranks each proposal based on individual scores, the evaluation team may pose clarifying questions of, or ask for best and final proposals from, the highest ranking proposals. The evaluation team may also hold discussion sessions with the highest ranked respondents. The team may rate proposals again following questions, requests for best and final proposals, or oral presentations/discussion sessions.

The THECB will begin contract negotiations shortly after notification. The successful respondent may offer changes to these terms or additional terms in their proposal, but the THECB may reject them. The parties will negotiate a final schedule for performance that will be incorporated into the final contract.

The THECB will notify each respondent of the final action taken upon execution of contract with the selected respondent. THECB reserves the right to conduct studies and other investigations as necessary to evaluate any Proposal. THECB reserves the right to waive any minor or immaterial Proposal requirements noted in the submission process. Submission of Proposals confers no legal rights upon any Respondent. The THECB will determine whether negotiations or Best and Final Offers (BAFOs) are necessary and may invite selected Respondents to provide oral presentations of their Proposals.
As THECB is awarding Contract(s) to Respondent(s) pursuant to Competitive Sealed Proposals as authorized by Government Code §2156.121, THECB may evaluate Respondent’s Proposals on a variety of factors. As such, THECB is not authorized to conduct bid/proposal openings or bid/proposal tabulations prior to award of Contract(s). Respondent(s) should be aware that such information cannot and will not be provided prior to award of Contract(s).

**Past Performance:** A Respondent’s past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, §2155.075, §2156.007, §2157.003, and §2157.125, Gov't Code. Respondents may fail this selection criterion for the following conditions:

1. Currently under a Corrective Action Plan through the THECB,
2. Having repeated negative Vendor Performance Reports for the same reason,
3. Having a record of repeated non-responsiveness to Vendor Performance issues
4. Having purchase orders or other contracts that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

THECB may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), THECB may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of Contract. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, THECB may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of THECB, and any negative findings, as determined by THECB, may result in non-award to the Respondent.

**A.6.2 Multiple Awards**

The THECB may award multiple Contracts from this solicitation. The Respondent(s) providing the best value to the State may be chosen as the State’s primary or “best value contractor”. Additional Respondents may be awarded Contract at the sole discretion of THECB in order to provide alternate resources for meeting the requirements of the requested services.

**A.7 SUBMITTING THE PROPOSAL TO THE THECB**

**Faxed Proposals are not allowed by THECB.**

Soft Copy proposal via email submission shall include an information sheet that clearly states the name of the respondent; the name, address, and telephone number of the respondent’s point of contact, and the RFP title and number. The information sheet is the first page before the proposal submission.

The Proposal must be sent to the THECB Purchasing Department at the following email address:
A.8 ADDITIONAL INSTRUCTIONS

A.8.1 Accuracy of the Proposal

The Respondent’s Proposal shall be true and correct and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing at any time prior to the submittal deadline.

A.8.2 Cost of Submitting the Proposal

The THECB will not reimburse the Respondent for any cost related to its Proposal. The Respondent is responsible for any expense related to the preparation and submission of its Proposal.

A.8.3 Public Information Act Disclosures

The THECB is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Gov't Code. The Proposal and other information submitted to the THECB by the Respondent are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA. Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and shall make the entire Proposal subject to disclosure under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

The Respondent, by submitting a Proposal, shall thereby be irrevocably deemed to have fully indemnified and agreed to defend the THECB from any claim of infringement in the intellectual rights of Respondent or any third party for any materials appearing in the Proposal.

A.8.4 Irrevocability of the Proposal

The Proposal is irrevocable for ninety (90) calendar days following the Proposal Opening Date and Time identified in this RFP. This period may be extended at the THECB’s request with the Respondent’s written agreement.
A.8.5 Affirmations and Required Clauses

Pursuant to TGC, Section 2262.003, contractor understand that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, agency or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

Pursuant to Texas Government code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation in the preparation of specifications for this solicitation.

Pursuant to Texas family code, title 5, Subtitle D, Section 231.006(d), regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.

Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Bidder agrees to comply with Texas government Code, Title 10, Subtitle D, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas.

CONFLICTING RFP LANGUAGE

In the event that language contained in a particular Section of the RFP is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.
Under the Texas Government Code, Title 6, Subtitle B, §669.003 a state agency may not enter into a contract with a Respondent that employs a former executive head of the State Agency unless certain statutory conditions are met. By signing the below acknowledgment, the Respondent certifies that it is in compliance with §669.003. If §669.003 applies, the Respondent shall complete the following information in order for its Proposal to be evaluated:

Name of former Executive: ________________________________________________________________

Name of State Agency: ________________________________________________________________

Date of separation from State: __________________________________________________________

Date of employment with: ________________________________________________________________

**RESPONDENT ACKNOWLEDGMENT**

The Respondent does hereby acknowledge that it can meet all requirements as stated and also acknowledges the receipt, review, and acceptance of the Request for Proposals identified in its Proposal. Any exceptions to the statement of work, terms, requirements, and conditions have been explicitly set forth in the Respondents Proposal. Failure to sign and submit this form with its Proposal may disqualify the Proposal.

By signing this Execution of Proposal, respondent certifies that if a Texas address is shown as the address of the respondent, the respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

___________________________________________
Signature - Authorized Respondent Representative

___________________________________________
Printed Name

___________________________________________
Date
For Profit Companies and Institutions presenting proposals to this agency shall provide the following:

Federal Employer ID#  Texas Tax ID#

Entity Name:  

Street Address:  

City/State/Zip:  

Telephone Number (area code & number):  

FAX Number (area code & number):  

E-Mail Address:  

Pursuant to TX. Family Code §231.006(c), respondents are required to include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the response.

Respondents meeting the ownership criteria shall provide names only with their proposal response. Social Security Numbers will be required only from the Respondent selected for the award prior to the award of the resulting contract. Failure to provide the required information will result in disqualification of the proposal response and/or contract award.

Name  

Name  

Name
Complete and submit this form with the Proposal.

### EXECUTIVE REPRESENTATIVE

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### POINT OF CONTACT FOR RECEIPT OF CONTRACT

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Complete this section with Website URL:
RFP No. 781-7-18214

ATTACHMENT C
PREFERENCES


**Identify the preferences for which you qualify:**

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value
- Non-applicable

**SIGNATURE**

__________________________________________
ATTACHMENT D (FOR REFERENCE ONLY)

STANDARD SERVICES CONTRACT

This agreement ("Contract") is entered into by and between the TEXAS HIGHER EDUCATION COORDINATING BOARD (THECB), an agency of the State of Texas, hereinafter designated "THECB" or "Receiving Agency" and {contracted_party}, hereinafter designated “Contractor.” At times, THECB or “Board” and Contractor are referred to singularly as “Party” and collectively as “Parties.”

Receiving Agency:  
Texas Higher Education Coordinating Board  
1200 East Anderson Lane  
Austin, Texas 78752

Contractor:  
{contracted_party}  
{contractedPartyAddress}  
{contractedPartyCity}, {contractedPartyState}  
{contractedPartyZip}

Contractor’s Remittance Address  
(if different from Permanent Mailing Address listed above):

{billing_address}

1) Term of Contract

a) THECB shall pay Contractor in connection with the Contract project during the period beginning {period_start} and ending {period_end} ("Contract Term"). Contract may be extended for an additional [xxxxxx] year period, provided both parties agree in writing to do so, prior to the expiration date. Any extensions shall be at the same terms and conditions, plus any approved changes. Subject to proper approvals pursuant to THECB Rule 1.16, the Parties may amend the Contract to extend the Contract Term.

2) Purpose and Statement of Services to be Performed

a) {description}

b) Contractor, as an independent contractor and not as an employee or agent of THECB, shall provide to THECB the following services and all reasonably related services ("Services" or “Contract Project”) to be rendered during the Contract Term:

c) {statement of Work}
d) THECB ACCEPTANCE: Upon delivery of Services required under this Contract, THECB shall approve or reject each work product (including but not limited to reports, materials, products, research, studies, data, and photos). If THECB determines that any work product is not acceptable, THECB shall notify Contractor of the specific deficiencies in writing. Contractor shall then undertake all steps necessary to correct any deficiencies at no additional cost to THECB.

3) Contract Amount and Payment for Services

a) The total amount payable to Contractor by THECB pursuant to this Contract shall in no event exceed the sum of $ \{total\_\$, \{total\_\$\_extended\} inclusive of any authorized expenses incurred ("Contract Amount"). Total fees and expenses shall not exceed the Contract Amount. Subject to proper approvals pursuant to THECB Rule 1.16, the Parties may amend the Contract to increase the Contract Amount.

b) Contractor shall provide invoices to THECB for Services performed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. All payments due to Contractor shall be made pursuant to the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The form of any invoice must comply with the specifications of THECB and must be submitted in the manner and with the documentation THECB may require. All invoices (which are to include reimbursement claims for expenses if authorized under this Contract) must be submitted to THECB Program Manager listed in Section 6.0. Payments under this Contract are subject to the availability of appropriated funds. Submission of an invoice shall constitute Contractor's certification that Services and other obligations under the Contract have been performed in accordance with this Contract.

c) See attached Exhibit A:
(The Comptroller of the State of Texas uses an electronic funds transfer system to make payments to vendors who choose to receive payment through the electronic funds transfer system rather than by state warrant. Vendors who choose to receive payment by electronic funds transfer should complete and submit the Vendor Direct Deposit Authorization form if not already established to receive direct deposit payments from the State of Texas.)

d) \{services\_for\_payment\}

4) General and Special Provisions of Contract, Certain Certifications

a) Attached hereto and incorporated herein by reference are the General Provisions and the Special Provisions indicated below with an "X" beside each:

\{na\}
\{fedTerms\}
\{certDebarSusp\}
\{certFFATA\}
\{certLobby\}
\{hsp\}
\{childSupport\}

b) Contractor further certifies the following:
1. Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of THECB or that Contractor has not been an employee of THECB for twelve (12) months prior to the beginning date of this Contract. Pursuant to Texas Government Code Section 572.054(b), a former employee/retiree shall not perform services on a particular matter that the former employee/retiree participated on (either through personal involvement or because the matter was within the employee’s official responsibility) while employed at THECB. A violation of Texas Government Code Section 572.054(b) is considered a criminal offense. As such, Contractor must make full disclosure to THECB prior to entering into this Contract if it is a former employee/retiree of THECB or if it currently employs or subcontracts with a former employee/retiree of THECB if such former employee/retiree of THECB will participate in the Services in any way. Likewise, Contractor must make full disclosure of its intent to employ or subcontract with an individual who is a former employee/retiree of THECB if such former employee/retiree will participate in the Services in any way.

2. Pursuant to Section 2255.006(b) of the Texas Government Code, Contractor certifies that it has not been, during the five-year period preceding the date of this Contract: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

5) Terms and Conditions

a) Termination:

1. Convenience of the State: THECB, in its sole discretion, has the right to terminate this Contract, in whole or in part, by notifying Contractor in writing of such termination. Notification of the termination shall state the effective date of the termination.

2. Termination for Cause: THECB may, by written notice to Contractor, immediately terminate this Contract for cause if: (a) THECB is not reasonably satisfied with Contractor's Services; (b) default or abandonment by Contractor occurs; or (c) Contractor fails to comply fully with any term or condition of this Contract, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will provide a three (3) day advance written notice of intent to terminate to Contractor, and THECB will provide Contractor with an opportunity for consultation with THECB prior to termination during that three (3) day period.

3. If Contractor fails or refuses to perform its obligations under this Contract, THECB may exercise any and all rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Contractor is responsible for paying damages to THECB including but not limited to re-procurement costs (if applicable), and any other consequential damages to the State of Texas and THECB resulting from Contractor’s non-performance.

4. Abandonment or Default: If the Contractor Abandons or Defaults on the Contract, THECB reserves the right to terminate the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible respondent. In such event, the Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by THECB based on the seriousness of the default.
5. **Interpretation:** THECB may terminate this Contract immediately upon notice to Contractor in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of the Contract, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Contract throughout the Contract Term to incorporate any modifications necessary for THECB’s compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

6. **Non-Appropriation:** This Contract is subject to termination by THECB, either in whole or in part, if state funds become unavailable. THECB is a state agency whose authority and appropriations are subject to actions of the Texas Legislature and whose availability of funds may be subject to governmental action. If THECB becomes subject to a legislative change, revocation of statutory authority, lack of appropriated funds, or unavailability of funds which would render Contractor’s delivery or performance under this Contract impossible or unnecessary, this Contract will be terminated, either in whole or in part. In the event of a termination under this Section, THECB will not be liable to Contractor or any other person or entity for any payments, damages or any other amounts which were otherwise due or which may be caused or associated with such termination and THECB is not required to give prior notice of such termination.

7. **Effect of Termination:** Upon any termination, all indemnities, including without limitation those set forth in this Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Contract for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Contractor shall, unless otherwise mutually agreed upon in writing, cease all Services immediately upon the effective date of termination, except such Services that THECB deems are necessary to wind-up in a cost-effective manner. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Contractor for only that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Contract requirements, plus any necessary work deemed appropriate by THECB to cost-effectively wind-up.

8. **Transfer of Duties:** In the event of termination, Contractor will provide reasonable cooperation to transfer its duties under the Contract to another entity without disruption.

b) **Amendment:** This Contract may be modified only by written amendment executed by the Parties hereto. Fees and expenses included as part of an amendment must be pre-approved by THECB to be eligible for payment and reimbursement.

c) **Entire Agreement and Order of Precedence:** This Contract consists of the following documents: the final executed Contract (including its Exhibits and any Amendments), THECB’s Request for Offers, and the Contractor’s response to the Request for Offers.

1. In the event of conflicts, contradictions, or inconsistencies between or among these documents, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence: 1) the final executed Contract (including its Exhibits and any Amendments); (2) THECB’s Request for Offers; and (3) Contractor’s response to the Request for Offers.

2. This Contract (including its Exhibits and any Amendments) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Contract. The Parties further agree that this Contract may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by
usage of trade or custom, or by any prior performance between the Parties pursuant to this Contract or otherwise.

d) **Substitutions:** Substitutions are not permitted without the written approval of THECB.

e) **Indemnification:**

Acts or Omissions: CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

f) **Infringements**

CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THECB AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

1. Contractor shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product by THECB without Contractor’s approval, (iii) any modifications made to the product by the Contractor pursuant to THECB’s specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than the Contractor, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

2. If Contractor becomes aware of an actual or potential claim, or THECB provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against THECB, shall), at Contractor’s sole option and expense; (i) procure for THECB the
right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB’s use is non-infringing.

g) **Taxes/ Workers’ Compensation/Unemployment Insurance – Including Indemnity**

1. CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR’S AND CONTRACTOR’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THECB AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

2. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

h) **Sovereign Immunity**: The Parties stipulate and agree that no provision of, or any part of this Contract between THECB and Contractor, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the State of Texas and the United States. The State of Texas and THECB do not waive sovereign immunity by entering into this Contract and specifically retain such immunity and all defenses available to them under the laws of the State of Texas or the common law.

i) **Assignment, Delegation, or Subcontracting**: Unless as otherwise provided for in this Contract, no contractual rights, interest, or obligation shall be assigned, delegated, or subcontracted by Contractor without prior written approval of THECB. No assignment, delegation, or subcontract approved by THECB shall relieve Contractor of any obligation or responsibility under this Contract. It is THECB’s intent that to the extent subcontracting is approved by THECB, Contractor make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB) as defined in Texas Government Code §2161.001(2) during the performance of this Contract. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.
j) **Right to Audit; Records Retention:** Contractor understands that acceptance of funds under this Contract, or indirectly through a subcontract under this Contract, acts as acceptance of the authority of the State Auditor’s office, THECB or any successor agency, as well as any external auditors selected by the State Auditor’s office, THECB or, in contracts involving federal funds, any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as “Audit Entities”), to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including promptly providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.

1. Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts (which includes all receipts of expenses incurred by Contractor) shall be retained by Contractor and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than five (5) years from the date of completion of the Contract Project or the date of the receipt by THECB of Contractor's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Services provided in this Contract. Contractor and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

2. Contractor’s failure to comply with this subsection (Right to Audit; Records Retention) shall constitute a material breach of this Contract and shall authorize THECB and the State of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Contract. Contractor shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB’s written notice.

k) **Family Code Applicability:** By signing this Contract, Contractor certifies that under Section 231.006, Family Code, Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld or recouped if this certification is inaccurate. If this certification is shown to be false, Contractor is liable to THECB for attorneys’ fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or Contract.

l) **Dispute Resolution:** The dispute resolution process provided for in Texas Government Code, Chapter 2260 and 19 Texas Administrative Code, Part 1, Chapter 1, Subchapter B shall be used by Contractor to attempt to resolve any claim for breach of this Contract.

m) **Public Disclosure:** Contractor understands and agrees that no public disclosures or news releases pertaining to this Contract, including any results, findings or reports conducted to fulfill requirements of this Contract, shall be made without prior written approval of THECB.

n) **Insurance:** Contractor agrees to maintain at its expense insurance as required for the work being performed under this Contract. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Contractor’s obligations under the Contract. Contractor represents and warrants that it will, within ten (10)
business days of award of contract, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

1. Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

   Workers Compensation: Statutory Limits:
   Employers Liability: Each Accident $1,000,000
   Disease- Each Employee $1,000,000
   Disease-Policy Limit $1,000,000

2. Commercial General Liability:

   Occurrence based:
   Bodily Injury and Property Damage
   Each occurrence limit: $1,000,000
   Aggregate limit: $2,000,000
   Medical Expense each person: $5,000
   Personal Injury and Advertising Liability: $1,000,000
   Products /Completed Operations Aggregate Limit: $2,000,000
   Damage to Premises Rented to You: $50,000

   Note: The required coverage is to be with companies licensed in the state of Texas, with an “A” rating from A.M. Best, and authorized to provide the corresponding coverage.

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Confidentiality, Public Information Act, and FERPA: Notwithstanding any provisions of this Contract to the contrary, Contractor understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Contractor will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

1. THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This Contract and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Contractor will notify THECB’s contact within 24 hours of receipt of any third party requests for information it receives relating to this Contract. Contractor is required to make any information created or exchanged with the State pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State and shall cooperate with THECB in doing so. Contractor agrees to maintain the confidentiality of information received from THECB and the State of Texas during the performance of this Contract, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Contractor will not disclose any information to which it is privy under this Contract without the prior written consent of THECB. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by Contractor of information also held by the State of Texas or THECB to which Contractor is privy under this Contract.


3. Protection of Confidential Data
   Contractor agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the
officers, employees, and agents of a party that receive education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

4. Acknowledgment of Access to CDI
Contractor acknowledges that the Contract allows the Contractor access to CDI.

5. Prohibition on Unauthorized Use or Disclosure of CDI
Contractor agrees to hold CDI in strict confidence. Contractor shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Contract, as required by law, or as otherwise authorized in writing by THECB. Contractor agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

6. Return or Destruction of CDI
Upon termination, cancellation, expiration or other conclusion of the Contract, Contractor shall return all CDI to THECB or, if return is not feasible, destroy any and all CDI. If the Contractor destroys the information, the Contractor shall provide THECB with a certificate confirming the date of destruction of the data.

7. Breach
Any violation of these FERPA provisions by Contractor shall be deemed a material breach of the Contract.

8. Maintenance of the Security of Electronic Information
Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of THECB. These measures will be extended by contract to all subcontractors used by Contractor.

9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information
Contractor shall, within one hour of discovery, report to THECB any use or disclosure of CDI not authorized by this Contract or in writing by THECB. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use and who received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as requested by THECB.

p) Felony Criminal Convictions: Contractor represents and warrants that Contractor has not and Contractor’s employees who will be involved in the Contract Project have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised THECB as to the facts and circumstances surrounding the conviction(s) and has received THECB’s prior written consent to proceed.

q) Ownership/Work Made for Hire: All work product generated as a result of this Contract Project, including but not limited to all information, materials, products, research, reports, studies, statistical analyses, work papers, approaches, designs, deliverables, systems, documentation, methodologies, concepts, research materials, data, photos, software, intellectual property or other property produced or generated in connection with this Contract that had not previously been produced or generated by Contractor, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the work product shall vest in THECB upon payment for the Services.

1. All such work product shall be delivered to THECB by Contractor upon completion, termination, or cancellation of this Contract. All property rights, including publication rights,
hereunder shall be retained by THECB, and Contractor shall assert no right in law or equity to such work product. THECB shall have the right to obtain and to hold in its own name any and all patents, copyrights, marks, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

2. Contractor shall ensure that this provision, “Ownership/Work Made for Hire,” is contained in any subcontract Contractor is authorized by THECB to award. Contractor may, at its own expense, keep copies of all its materials for its personal files. Contractor shall not use, willingly allow, or cause to have such work product used for any purpose other than the performance of Contractor’s obligations under this Contract without the prior written consent of THECB; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of work.

r) **Applicable Law and Venue:** This Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. The exclusive venue of any suit brought concerning the Contract and any incorporated documents, including all Exhibits, is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

s) **Additional Contractor Responsibilities:** Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Contract, including applicable workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Contractor shall furnish THECB with satisfactory proof of its compliance. Contractor shall be responsible for damage to THECB’s equipment, and/or the workplace and its contents, by its, or its subcontractors’ work, negligence in work, personnel, and equipment. Contractor shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Contract. Contractor shall provide all labor and equipment necessary to furnish the goods or perform the Services. All employees of Contractor shall be a minimum of 18 years of age and experienced in the type of work to be performed. Contractor shall permit no visitors or relatives of Contractor’s employees and contractors on THECB’s property unless they also are bona fide employees or subcontractors of Contractor.

t) **Key Personnel:** Contractor shall assign only qualified personnel to this Contract. Contractor, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified to accomplish the required Services. Contractor shall provide to THECB prior written notice and obtain written approval from THECB prior to any change in key personnel involved in providing Services under this Contract. Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of Contractor (see “Assignment, Delegation, or Subcontracting” provision for additional conditions regarding subcontracts). No subcontract under this Contract shall relieve Contractor of responsibility for ensuring the required Services are provided. THECB, in its sole discretion, may require Contractor to remove any employee, contractor, subcontractor, or vendor of the Contractor from providing work or services under the Contract. Contractor shall replace such removed personnel expeditiously so that its services are performed on a timely basis.

u) **Debts and Delinquencies to the State:** The Comptroller of the State of Texas is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State. Contractor agrees that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Contractor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.
1. Contractor may verify its account status by accessing the Comptroller’s website at: http://ourcpa.cpa.state.tx.us/coa/Index.html. If the account status message is “on vendor hold,” the Contractor is advised to contact the Comptroller’s Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441.

v) **Conflict of Interest:** Contractor represents and warrants that Contractor, its principals, employees, or subcontractors have no potential conflict of interest in providing Services to THECB under this Contract, and that the provision of Services under this Contract does not create an appearance of impropriety. Failure to disclose a conflict of interest, at any time during the duration of this Contract, shall be cause for termination of this Contract.

w) **Financial Interests; Gifts:** Contractor represents and warrants that neither Contractor nor any person or entity that will participate financially in this Contract has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Contract. Contractor represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor or service to any public servant or employee in connection with this Contract.

x) **Additional Contractor’s Representations:** Contractor hereby covenants, represents and warrants that Contractor (including, for purposes of this section, its employees, consultants, subcontractors, and agents) (1) has the technical expertise and general skills necessary to perform competently and professionally the Services in accordance with this Contract, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Contractor’s right to enter into this Contract or Contractor’s right or ability to perform Contractor’s obligations under this Contract, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Contractor’s obligations under this Contract without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Contractor’s obligations under this Contract.

y) **Antitrust:** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by or affiliated with Contractor, or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws.

z) **Deceptive Trade Practices; Unfair Business Practices:** Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Contractor has not been found to be liable for any such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

aa) **Equal Opportunity:** Contractor represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Contract.

bb) **Independent Contractor:** Contractor shall be an independent contractor in all matters relating to this Contract. Contractor and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Contractor agrees and acknowledges that Contractor, its employees and agents, and Contractor’s subcontractors are independent contractors of THECB and/or the State of Texas and are not
employees of THECB or the State of Texas, and Contractor agrees that it shall have complete 
responsibility in the area of employment law and relations regarding its own employees, contractors, 
and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers’ 
compensation, employment taxes, any other benefits and reimbursement due to losses in these 
areas. Consistent therewith, Contractor agrees that it shall make its own arrangements to provide its 
employees with all necessary employee benefits, including unemployment and workers’ 
compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its 
employees, Contractor shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, 
pay and assign work.

1. Contractor agrees and acknowledges that Contractor and Contractor’s employees or 
assistants shall not be entitled to any State of Texas benefit on account of the services 
provided hereunder. If THECB or the State of Texas shall nonetheless become liable for such 
payments or obligations, Contractor shall promptly pay or reimburse THECB or the State of 
Texas for such liability or obligation.

cc) **System for Award Management:** THECB is federally mandated to adhere to the directions 
provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – 
Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or 
Support Terrorism and any subsequent changes made to it. Contractor certifies that Contractor is in 
compliance with the State of Texas statutes and rules relating to procurement and that Respondent 
is not listed on the federal government's terrorism watch list as described in Executive Order 13224. 
Entities ineligible for federal procurement are listed at [http://www.sam.gov](http://www.sam.gov).

dd) **Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently 
debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from 
participation in this transaction by any federal, state or local government entity. If Contractor is 
unable to certify to any of the statements in this certification, it shall provide a written explanation to 
THECB for its review prior to execution of this Contract by either Party.

ee) **E-Verify:** U.S. Department of Homeland Security’s E-Verify System

1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will 
continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security’s 
E-Verify system to determine the eligibility of:

   1. All persons employed to perform duties within Texas, during the term of the 
      Contract; and
   2. All persons (including subcontractors) assigned by the Contractor to perform work 
      pursuant to the Contract, within the United States of America.

2. The Contractor shall provide, upon request of THECB, an electronic or hardcopy screenshot of 
the confirmation or tentative non-confirmation screen containing the E-Verify case verification 
number for attachment to the Form I-9 for the three most recent hires that match the criteria 
above, by the Contractor, and Contractor’s subcontractors, as proof that this provision is being 
followed.

3. If this certification is falsely made, the Contract may be immediately terminated, at the 
discretion of THECB or the State of Texas and at no fault to THECB or the State, with no prior 
notification. The Contractor shall also be responsible for the costs of any re-solicitation that 
THECB or the State of Texas must undertake to replace the terminated Contract.

ff) **Eligibility/Authorization to Work in the United States:** Contractor shall ensure that all personnel 
provided to perform work under this Contract possess proof of eligibility/authorization to work in the 
United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration 
Act of 1990 including any amendments already adopted or as may be adopted hereafter, and the
Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as may be adopted hereafter. Contractor shall maintain written records on all personnel provided under the Contract and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and THECB shall have the right to terminate the Contract for cause. Contractor shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

**gg) Buy Texas**: In accordance with Government Code, Section 2155.4441, the State of Texas requires that in the performance of this contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state. Contractor agrees to act in accordance with Section 2155.4441 during the performance of this Contract.

**hh) Drug Free Work Place**: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**ii) No Commissions**: THECB shall not pay any commissions to Contractor under this Contract

**jj) Contacts**: Unless otherwise agreed to in writing by the Parties, primary contacts for routine communications related to the performance of Services under this Contract are as follows:

<table>
<thead>
<tr>
<th>THECB STAFF</th>
<th>CONTRACTOR STAFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager: {division contact}</td>
<td>{contracted_party}</td>
</tr>
<tr>
<td></td>
<td>{vendorContact}</td>
</tr>
</tbody>
</table>

**kk) Applicable Taxes**: This Contract shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, THECB, and all departments, agencies, and instrumentalities of the State of Texas exemptions from payment(s) of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. To the extent permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon the Contractor’s request.

**ll) Prohibition on Use of Funds for Lobbying**: Contractor represents and warrants that THECB’s payments and Contractor’s receipt of appropriated or other funds under this Contract are not prohibited by Texas Government Code, Sections 556.005 or 556.008.

**mm) Eligibility**: Under Section 2155.004, Texas Government Code, Contractor certifies that it is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

**nn) Provision of Services**: Upon any request by THECB for the remittance of any Services for which THECB has made payment, Contractor shall immediately remit such Services to THECB. Any failure to remit such Services immediately shall be considered a material breach of this Contract.
oo) **Force Majeure:** THECB may grant relief from performance of this Contract if Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. Contractor shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if Force Majeure has occurred.

pp) **Electronic and Information Resources Accessibility Standards, As Applicable per 1 TAC Chapter 213:**

1. Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2. Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (http://www.buyaccessible.gov). Vendors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at http://www.section508.gov/.

qq) **Smoking Policy:** THECB has a policy of being a smoke-free agency. The policy reflects THECB’s commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. The Contractor, by acceptance of this Contract, agrees to abide by this policy when on the property of THECB.

rr) **Notice:** All notices required to be given hereunder shall be in writing and shall be given by personal delivery thereof or by overnight courier or by certified or registered mail, postage prepaid, return receipt requested, to the offices shown below. Any notice served shall be deemed given on the date of hardcopy original document delivery.

<table>
<thead>
<tr>
<th>THECB NOTICE ADDRESS</th>
<th>CONTRACTOR’S NOTICE ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Manager:</td>
<td>{contracted_party}</td>
</tr>
<tr>
<td>{division contact}</td>
<td>{vendorContact}</td>
</tr>
</tbody>
</table>

ss) **False Statements; Breach of Representations:** By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract and THECB may terminate or void this Contract for cause and pursue other remedies available to THECB under this Contract and applicable law.

tt) **Severability and Waiver:** The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity, legality, or enforceability of any other provisions.
1. Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Contractor at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB’s review, approval, acceptance of, nor payment for any of the Services provided in this Contract shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the Services required by the Contract.

6) Signatures:

   a) This contract constitutes the entire agreement and understanding between the parties with regard to its subject matter and supersedes and merges all prior discussions, writings, negotiations, understanding, and agreements concerning the provision of these services.

   b) By signature hereon, the individual(s) below represent and warrant that they are duly authorized representative(s) of the Parties and have the authority to bind the Parties in this Contract.

<table>
<thead>
<tr>
<th>{party_1}</th>
<th>{contracted_party}</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>{signContact}</td>
<td>{signed_by2}</td>
</tr>
<tr>
<td>{signContacttitle}</td>
<td>{signed_bytitle}</td>
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<tr>
<td>DATE:</td>
<td>DATE:</td>
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</table>