REQUEST FOR PROPOSAL

by

The University of Texas at El Paso

for

Selection of a Vendor to Provide Campus Shuttle Bus Services

RFP No. 724-1508-WEJBT

Submittal Deadline: 04/01/2016

Issued: 03/08/2016
REQUEST FOR PROPOSAL

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SECTION 1

INTRODUCTION

1.1 Description of University

The fundamental mission of the University of Texas at El Paso ("University") is to provide quality higher education to the citizens of El Paso, west Texas, and northern Mexico. As an academic institution of the University of Texas System, the University is mandated to be an institution of the first class for the education of all qualified individuals who seek admission. The faculty and administration are committed to the transmission of knowledge through instruction of students, the advancement of knowledge through research and publication, and the application of knowledge through service. The University provides high-quality programs of study leading to bachelor's, master's and doctoral degrees to a diverse population. The University is becoming increasingly known for the quality of faculty research and is committed to augmenting support for the efforts of the faculty. In the area of service, the University offers diverse programs for young people; continuing education; extensive programs in art, music and drama; lectures; athletics; and numerous other services.

The University has an enrollment of more than 19,264 students in 81 degree-granting programs at the undergraduate level, 72 master's degree programs, and 14 doctoral programs. There are approximately 3,600 people employed by the University. The majority of the students commute to campus, with less than 1.5 percent of students residing in campus housing. The University is comprised of 75 buildings on a 360-acre campus. Most of the campus is contiguous. Off-campus locations are the College of Health Sciences and the Office for Institutional Advancement. Both sites are located approximately 1.5 miles from the main campus, near Downtown El Paso. There is the possibility that other facilities that are physically separate from the main campus will exist in the future.

1.2 Background and Special Circumstances

The University of Texas at El Paso is seeking, Shuttle Bus Transportation Services to facilitate campus access for University's students, faculty and staff for University business and activities. The goal is to serve the University's community with fairness, courtesy, consistency, and efficiency. The Proposer shall provide for the rental of a Shuttle Bus (Buses) and drivers as required and directed by the University. Please notice that the hours and expenditures per year are estimates only. Since this is an on-call Contract, there is no guarantee to any specific volume of business. The Proposer shall, without expense to the University, be responsible for obtaining any necessary licenses and permits.

The University currently contracts the campus shuttle system to a contractor that provides turn-key service operating a mixture of 14 cutaway Chevrolet and Ford gasoline passenger buses with 20-24 seats and one 15-passenger van on three routes. Two main routes are providing 5-7 minute headways, while the third route is providing 15-20 minute service on the passenger van route. Operating times are M-F 7:00 AM to 8:30 PM on the two bus routes and 7:25 AM to 5:50 PM on the passenger van route. Service has been in place since the fall semester 2003 and has seen a steady growth rate. Campus student population is approximately 23,000 with a steady growth rate of 2-4% annually. Faculty/staff population is at about 4,200.
The University anticipates that the greatest need for the scheduled services generally shall be, during the hours of 7:00 A.M. to 5:30 P.M.

1.3 **Objective of this Request for Proposal**

The University of Texas at El Paso (the “University”) is soliciting proposals in response to this Request for Proposal for Selection of a Vendor to Provide Shuttle Bus Services related to RFP No.: 724-1508-WEJBT Shuttle Bus Services (this “RFP”), from qualified vendors. The Services, which are more specifically described in Section 5.4 (Scope of Work) of this RFP, include: (1) to award this proposal to a single source for Shuttle Bus Services. These services shall include all necessary personnel, labor, transportation, equipment and the submission of all documents required; (2) Proposers are encouraged to propose contractual arrangements offering the maximum benefit to the University in terms of total overall cost and project management expertise. Applicability of educational, state and local government, and any other available discounts should be strongly considered.

1.4 **Group Purchase Authority**

Texas law authorizes institutions of higher education (defined by Section 61.003, Education Code) to use the group purchasing procurement method (ref. Sections 51.9335, 73.115, and 74.008, Education Code). Additional Texas institutions of higher education may therefore elect to enter into a contract with the successful Proposer under this RFP. In particular, Proposer should note that University is part of The University of Texas System (“UT System”), which is comprised of nine academic and six health universities described at [http://www.utsystem.edu/institutions](http://www.utsystem.edu/institutions). UT System institutions routinely evaluate whether a contract resulting from a procurement conducted by one of the institutions might be suitable for use by another, and if so, this could give rise to additional purchase volumes. As a result, in submitting its proposal in response to this RFP, Proposer should consider proposing pricing and other commercial terms that take into account such higher volumes and other expanded opportunities that could result from the eventual inclusion of other institutions in the purchase contemplated by this RFP.

1.5 **Term of Contract**

The University is soliciting formal proposals from qualified Proposers to enter into the Agreement more particularly described in APPENDIX TWO to this RFP. University intends that the Agreement will be a seven (7) year initial term with three (3) one (1) year options to renew.

1.6 **UTEP Smoke and Tobacco Free Policy**

The University is a Smoke-Tobacco Free Campus as of February 21, 2014. No smoking will be permitted in UTEP buildings and on UTEP property. Tobacco-Free policy applies to Students, Faculty, Staff, Contractors, Employees of Contractors, and Visitors. Please refer to our website for more information: [www.tobacofree.utep.edu/](http://www.tobacofree.utep.edu/)
SECTION 2

NOTICE TO PROPOSER

2.1 Submittal Deadline

University will accept proposals submitted in response to this RFP until 3:00 p.m., Mountain Standard Prevailing Time on April 1, 2016 (the “Submittal Deadline”). Proposers shall submit the following:

2.1.1 Hard copies and CD ROM/USB Flash Drive

2.2.2 Electronic submission and acknowledge the attributes for the documents requested in Sections 3.4 (the “Terms and Conditions”) and 3.5 (the “Submittal Checklist”) of this RFP in Sourcing Manager at the Sourcing Manager Internet address at (https://adminapps.utep.edu/sourcing/).

Submission instructions are referenced in Section 3.2 of this RFP.

2.2 University Contact Person

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

The University of Texas at El Paso
Purchasing & General Services
Kelly Hall 3rd Floor
500 W. University Ave.
El Paso, TX 79968-0505
Attn: James Trejo
Procurement Analyst
Phone: 915-747-5488
Fax: 915-747-5932
E-mail: jltrejo3@utep.edu
(Email communications are preferred)

University specifically instructs all interested parties to restrict all contact and questions regarding this RFP to written communications forwarded to University Contact. University Contact must receive all questions or concerns no later than March 24, 2016 at 2:00 PM MST. University will have a reasonable amount of time to respond to questions or concerns. It is University’s intent to respond to all appropriate questions and concerns; however, University reserves the right to decline to respond to any question or concern.

2.3 Criteria for Selection

The successful Proposer, if any, selected by University in accordance with the requirements and specifications set forth in this RFP will be the Proposer that submits a proposal in response to this RFP on or before the Submittal Deadline that is the most advantageous to University. The successful Proposer is referred to as the “Contractor.”

Proposer is encouraged to propose terms and conditions offering the maximum benefit to University in terms of (1) services to University, (2) total overall cost to University, and (3) project management expertise. Proposers should describe all educational, state and local
government discounts, as well as any other applicable discounts that may be available to University in a contract for the Services.

An evaluation team from University will evaluate proposals. The evaluation of proposals and the selection of Contractor will be based on the information provided by Proposer in its proposal. University may give consideration to additional information if University deems such information relevant.

The criteria to be considered by University in evaluating proposals and selecting Contractor, will be those factors listed below:

2.3.1 Threshold Criteria Not Scored

2.3.1.1 Ability of University to comply with laws regarding Historically Underutilized Businesses; and
2.3.1.2 Ability of University to comply with laws regarding purchases from persons with disabilities.

2.3.2 Scored Criteria

2.3.2.1 the cost of goods and services; 
35%
2.3.2.2 the quality of the Proposer's goods or services; 
25%
2.3.2.3 the extent to which the goods or services meet the University's needs; 
25%
2.3.2.4 the reputation of the Proposer and of the Proposer's goods or services; 
10%
2.3.2.5 the Proposer's exceptions to the terms and conditions set forth in Section 4 of this RFP; 
5%

2.4 Key Events Schedule

Issuance of RFP
March 08, 2016
Pre-Proposal Conference
March 17, 2016
(ref. Section 2.6 of this RFP)
10:00 A.M. MPT
Site visit to follow conference
Deadline for Questions/Concerns
March 24, 2016
(ref. Section 2.2 of this RFP)
2:00 P.M. MPT
Submittal Deadline
April 1, 2016 P.M. Mountain Prevailing Time
(ref. Section 2.1 of this RFP)

2.5 Historically Underutilized Businesses

2.5.1 All agencies of the State of Texas are required to make a good faith effort to assist historically underutilized businesses (each a "HUB") in receiving contract awards. The goal of the HUB program is to promote full and equal business opportunity for all businesses in contracting with state agencies. Pursuant to the HUB program, if
under the terms of any agreement or contractual arrangement resulting from this RFP, Contractor subcontracts any of the Services, then Contractor must make a good faith effort to utilize HUBs certified by the Procurement and Support Services Division of the Texas Comptroller of Public Accounts. Proposals that fail to comply with the requirements contained in this Section 2.5 will constitute a material failure to comply with advertised specifications and will be rejected by University as non-responsive. Additionally, compliance with good faith effort guidelines is a condition precedent to awarding any agreement or contractual arrangement resulting from this RFP. Proposer acknowledges that, if selected by University, its obligation to make a good faith effort to utilize HUBs when subcontracting any of the Services will continue throughout the term of all agreements and contractual arrangements resulting from this RFP. Furthermore, any subcontracting of the Services by the Proposer is subject to review by University to ensure compliance with the HUB program.

2.5.2 University has reviewed this RFP in accordance with Title 34, Texas Administrative Code, Section 20.13 (a), and has determined that subcontracting opportunities are probable under this RFP.

2.5.3 A HUB Subcontracting Plan ("HSP") is required as part of Proposer’s proposal. The HSP will be developed and administered in accordance with University’s Policy on Utilization of Historically Underutilized Businesses attached as APPENDIX THREE and incorporated for all purposes.

Each Proposer must complete and return the HSP in accordance with the terms and conditions of this RFP, including APPENDIX THREE. Proposers that fail to do so will be considered non-responsive to this RFP in accordance with Section 2161.252, Government Code.

Questions regarding the HSP may be directed to:

Contact: Benjamin Alvarez
Associate Director of Procurement
Phone: 915-747-5456
Email: baalvarez@utep.edu

Contractor will not be permitted to change its HSP unless: (1) Contractor completes a newly modified version of the HSP in accordance with the terms of APPENDIX THREE that sets forth all changes requested by Contractor, (2) Contractor provides University with such a modified version of the HSP, (3) University approves the modified HSP in writing, and (4) all agreements or contractual arrangements resulting from this RFP are amended in writing by University and Contractor to conform to the modified HSP.

2.5.4 Proposer must submit two (2) originals of the HSP to University at the same time it submits its proposal to University (ref. Section 3.2 of this RFP.) The two (2) originals of the HSP must be submitted under separate cover and in a separate envelope (the “HSP Envelope”). Proposer must ensure that the top outside surface of its HSP Envelope clearly shows and makes visible:

2.5.4.1 the RFP No. (ref. Section 1.3 of this RFP) and the Submittal Deadline (ref. Section 2.1 of this RFP), both located in the lower left hand corner of the top surface of the envelope,
2.5.4.2 the name and the return address of the Proposer, and

2.5.4.3 the phrase “HUB Subcontracting Plan”.

Any proposal submitted in response to this RFP that is not accompanied by a separate HSP Envelope meeting the above requirements will be rejected by University and returned to the Proposer unopened as that proposal will be considered non-responsive due to material failure to comply with advertised specifications. Furthermore, University will open a Proposer’s HSP Envelope prior to opening the proposal submitted by the Proposer, in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer’s HUB Subcontracting Plan (“HSP”) that are required by this RFP. A Proposer’s failure to submit the number of completed and signed originals of the HSP that are required by this RFP will result in University’s rejection of the proposal submitted by that Proposer as non-responsive due to material failure to comply with advertised specifications; such a proposal will be returned to the Proposer unopened (ref. Section 1.5 of APPENDIX ONE to this RFP). Note: The requirement that Proposer provide three originals of the HSP under this Section 2.5.4 is separate from and does not affect Proposer’s obligation to provide University with the number of copies of its proposal as specified in Section 3.1 of this RFP.

2.6 Pre-Proposal Conference

University will hold a pre-proposal conference at 10:00 a.m., Mountain Prevailing Time on March 17, 2016 in Room 301 of Kelly Hall Building (ref. APPENDIX FOUR Campus Map). The pre-proposal conference will allow all Proposers an opportunity to ask University’s representatives relevant questions and clarify provisions of this RFP. Site visit to follow conference.
SECTION 3

SUBMISSION OF PROPOSAL

3.1 Number of Copies

Proposers may review solicitation FAQ’s and the Solicitation Manual at the Sourcing Manager Internet address at www.sourcingmanager.utep.edu.

Proposer must submit one (1) original (hard copy), (12) copies (hard copy) and one (1) readable CD-ROM format marked as RFP No.: 724-1508-WEJBT. University requests that the CD-ROM format be in the MS Office application suite (Word, Excel, Access), or Adobe PDF CD format. An original signature by an authorized officer of Proposer must appear on the Execution of Offer (ref. Section 2 of APPENDIX ONE) of at least one (1) copy of the proposal. The copy of Proposer’s proposal bearing an original signature should contain the mark “original” on the front cover of the proposal. Proposers must acknowledge the attributes for the documents requested in Section 3.5 (the “Submittal Checklist”) of this RFP in Sourcing Manager.

3.2 Submission

Proposals must be received by University on or before the Submittal Deadline (ref. Section 2.1 of this RFP),

3.2.1 Hard Copies (to include a CD ROM/USB Flash Drive) Proposals should be delivered to:

Mail/Courier Delivery: Hand Delivery:
The University of Texas at El Paso The University of Texas at El Paso
Purchasing & General Services Purchasing & General Services
Kelly Hall, 3rd Floor Kelly Hall, 3rd Floor
Attn: James B. Trejo Attn: James B. Trejo
Procurement Analyst Procurement Analyst
500 W. University Ave. 2101 Sun Bowl Drive
El Paso, TX 79902 El Paso, TX 79902

AND

3.2.2 Electronic submission and acknowledge the attributes for the documents requested in Sections 3.4 (the “Terms and Conditions”) and 3.5 (the “Submittal Checklist”) of this RFP in Sourcing Manager at the Sourcing Manager Internet address at (https://adminapps.utep.edu/sourcing/).

3.3 Proposal Validity Period

Each proposal must state that it will remain valid for University’s acceptance for a minimum of one hundred ninety (190) days after the Submittal Deadline, to allow time for evaluation, selection, and any unforeseen delays.

3.4 Terms and Conditions

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

3.4.1.1 Specifications and Additional Questions (ref. Section 5 of this RFP);

3.4.1.2 Agreement (ref. APPENDIX TWO);

3.4.1.3 Proposal Requirements (ref. APPENDIX ONE);

3.4.1.4 Notice to Proposers (ref. Section 2 of this RFP).

3.5 Submittal Checklist

Proposer is instructed to complete, sign, and return the following documents as a part of its proposal. If Proposer fails to return each of the following items with its proposal, then University may reject the proposal:

3.5.1 Signed and Completed Execution of Offer (ref. Section 2 of APPENDIX ONE)

3.5.2 Signed and Completed Pricing and Delivery Schedule (ref. Section 6 of this RFP)

3.5.3 Responses to Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE)

3.5.4 Signed and Completed Addenda Checklist (ref. Section 4 of APPENDIX ONE)

3.5.5 Responses to questions and requests for information in the Specifications and Additional Questions Section (ref. Section 5 of this RFP)

3.5.6 Signed and completed originals of the HUB Subcontracting Plan or other applicable documents (ref. Section 2.5 of this RFP and APPENDIX THREE).
SECTION 4
GENERAL TERMS AND CONDITIONS

The terms and conditions contained in the attached Agreement (ref. APPENDIX TWO) or, in the sole discretion of University, terms and conditions substantially similar to those contained in the Agreement, will constitute and govern any agreement that results from this RFP. If Proposer takes exception to any terms or conditions set forth in the Agreement, Proposer will submit a list of the exceptions as part of its proposal in accordance with Section 5.3.1 of this RFP. Proposer's exceptions will be reviewed by University and may result in disqualification of Proposer's proposal as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's proposal, then University may consider Proposer's exceptions when University evaluates the Proposer's proposal.
SECTION 5

SPECIFICATIONS AND ADDITIONAL QUESTIONS

5.1 General

The minimum requirements and the specifications for the Services, as well as certain requests for information to be provided by Proposer as part of its proposal, are set forth below. As indicated in Section 2.3 of this RFP, the successful Proposer is referred to as the “Contractor.”

5.2 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

5.2.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. APPENDIX TWO), Proposer will submit a list of the exceptions.

5.2.2 The University recommends that a company representative visit the job site(s) to verify conditions affecting the Shuttle Bus Services. A site visit is scheduled after the Pre-Proposal Conference. Please refer to Appendix 7 for the University Shuttle Route to be followed.

5.2.3 Proposers shall provide thorough answers to the following list of suggestions, questions, and requests. The responses to these items will be included in the University’s evaluation of the proposal. In addition, the responses to the questions will be incorporated into and made part of the contract. In response to this proposal, please restate the item followed by your response. Please provide separate responses for each service option to be proposed (individual option or service package), if applicable.

5.2.3.1 Proposers shall describe how their firm would respond to vehicle breakdowns. Discuss the plan for resuming service expeditiously in the event of a vehicle breakdown. What is the proposed maximum response time to substitute for a downed vehicle?

5.2.3.2 How does Proposer plan to handle driver relief and breaks?

5.2.3.3 How does Proposer plan to handle stranded passengers at peak hours?

5.2.3.4 The requested Shuttle Buses shall have direct radio communications capability for safety and reporting purposes. Describe how Proposer shall maintain at all times contact between Shuttle Buses and dispatcher. Describe how Proposer shall insure this.

5.2.3.5 Maintaining vehicle on-time performance is a significant concern of the University. Please discuss the plan to maintain on-time performance.
5.2.3.6 Alternate proposals may be submitted if they meet the minimum requirements of the specifications. For full consideration, all necessary technical data will be furnished with such alternate proposals so proper evaluations can be made. For example: If Proposer proposes advertising to be placed on Shuttle Bus, what commission or discount rate shall the University receive? (Any advertising on shuttles must be first approved by a University Representative. Any negotiation of fees, or commissions for the sales of advertising spaces will be handled by the Office of the Vice President for Business Affairs.)

5.3 Additional Questions Specific to this RFP

Proposer must submit the following information as part of Proposer’s proposal:

5.3.1 If Proposer takes exception to any terms or conditions set forth in the Agreement (ref. APPENDIX TWO), Proposer must submit a list of the exceptions.

5.3.2 In its proposal, Proposer must indicate whether it will consent to include in the Agreement the “Access by Individuals with Disabilities” language that is set forth in APPENDIX FIVE, Access by Individuals with Disabilities. If Proposer objects to the inclusion of the “Access by Individuals with Disabilities” language in the Agreement, Proposer must, as part of its proposal, specifically identify and describe in detail all of the reasons for Proposer’s objection. NOTE THAT A GENERAL OBJECTION IS NOT AN ACCEPTABLE RESPONSE TO THIS QUESTION.

5.3.3 By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE), Proposer agrees to comply with Section 2252.908, Government Code (“Disclosure of Interested Parties Statute”), and 1 Texas Administration Code Sections 46.1 through 46.5 (“Disclosure of Interested Parties Regulations”), as implemented by the Texas Ethics Commission (“TEC”), including, among other things, providing the TEC and University with the information required on the form promulgated by the TEC and set forth in APPENDIX NINE. Proposers may learn more about these disclosure requirements, including the use of the TEC electronic filing system, by reviewing the information on the TEC website at https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html.

5.4 Scope of Work

Contractor will provide the following services to University:

5.4.1 HOURS OF OPERATION

5.4.1.1 The University expects the transit vendor to provide peak time service during the long semesters and summer peak service; however, ridership and/or funding may create the need to increase or decrease the number of buses or routes or alter the route stops or the sizes of the buses being used. However, based on ridership, these hours may increase or decrease as needed, it is agreed that billable hours may fluctuate. Current peak time service is expected to use twelve (12) buses and offer three (3) routes. Shuttles will operate Monday through Friday on a staggered schedule; 12 buses operate from 7:00 am to 5:30 pm (staggered) on two (2) routes.
Additionally, two (2) of those buses will provide evening service from 5:30 pm to 8:30 pm, one on each route. The 12th bus operates on a third route Monday through Friday, from 7:00 am to 5:50 pm from campus to the Campbell Building, located at 1101 N Campbell St., which is an off-campus site located less than a mile from the main campus. Service should be able to respond to the needs of the campus and increase or decrease the size of the buses. The University does not expect any regular weekend or late night service at the present time, the summer peak time service is expected to run one or two buses on each route, however this could change due to an increase in demand if necessary. There is currently approximately nine (9) weeks of downtime during the summer. Please (Ref. Appendix 7) for fall 2016 and spring 2017 semester Route Schedules.

5.4.1.2 Operate a bus transit service during regular academic semesters, except University holidays and breaks. The University academic calendar for 2016 – 2017 is as follows:

Fall Semester Classes August – December 2016  
(Actually dates have not been determined.)

Labor Day September 2016

Thanksgiving November 2016

Christmas Break December 2016 – January 2017  
(Actual dates have not been determined).

Spring Semester Classes January – May, 2017

Martin Luther King Birthday – January 2017

Spring Break March 2017  
(One week period – Actual dates have not been determined)

5.4.2 ADA SERVICE

Each vehicle must be equipped with either a manual or electronic/hydraulic lift to provide service to persons with disabilities as required by all applicable federal, state, and local laws and regulations including the Americans with Disabilities Act, as such laws and regulations now exist or may be amended during the term of any resulting contract.

5.4.3 OPTIONAL SERVICE – ON CAMPUS TRANSPORTATION DURING SPECIAL EVENTS

5.4.3.1 The Contractor may be requested to provide shuttle service for athletic events and other special events. The bus usage will depend on the scheduled times for the Saturday events and game time. Buses would be required to provide pre-game service to transport attendees from parking location to on-campus events and return. These special events will be included and covered by the terms of the agreement. These trips can be arranged directly with the end user. This service must not interfere with the core regular shuttle service. All additional service hours for university
services will count towards the total number of hours for the university shuttle contract.

5.4.3.2 OPTIONAL SERVICE – OFF CAMPUS TRANSPORTATION WITHIN THE STATE OF TEXAS AND/OR NEW MEXICO

The Contractor may be requested to provide buses for trips to off-campus destinations for official University sponsored trips within the states of Texas or New Mexico. These trips may involve overnight stay or several days. If the trips require an overnight stay, the University will make the driver’s reservation and pay for it with the group’s reservation. Driver will be required to stay in the same location as the University group and will be reimbursed for travel expenses. These trips can be arranged directly with the end user. Please quote your price per hour for off-campus transportation within the states of Texas and New Mexico.

5.4.4 BUS SPECIFICATIONS

The transit buses shall meet all applicable Federal and State of Texas DOT requirements in effect at the time of delivery. Buses shall be of transit industry standard design and shall not be school bus type vehicles. All buses will have front doors. Exterior shall have a white base color. Window frames and Mullions may be black. Operator name, striping and logos as well as DOT required lettering and numbers will not be more than 2 inches in height. Buses utilized on inner campus must be a minimum of 29 feet and may not exceed 32 feet. Buses in excess of 32’ shall not be allowed to operate on the inner campus. Buses used on University runs (including backups) must post the following information:

- Bus number
- Year and make
- Identification or serial number
- Date of last Public Service Commission inspection
- Contact number or information to report safe or unsafe driving practices

5.4.4.1 Number of Vehicles/Age of Fleet - Beginning in the fall semester 2016, Proposer must provide a minimum of 11 shuttle buses either transit style or medium duty cutaway chassis style. Proposer must indicate the year, make, and model and the current mile age for each shuttle it proposes to use on the campus route. In addition, Contractor must provide one (1) 20-24 feet cutaway style bus to operate on an alternative route, for a total of twelve (12) vehicles.

5.4.4.2 Contingency Fleet/Spare Ratio - In addition contractor must provide an additional two (2) buses as spares available for peak times or for replacements for down buses. This requirement may change during the life of the contract as the fleet size increases.

5.4.4.2.1 Delivery time-30 minute minimum from notification to on-site delivery.

5.4.4.2.2 Repairs taking longer than 45 minutes should not be done on the route.

5.4.4.3 Capacity - Minimum 30 seated passengers, plus a maximum of 15 standing for a total capacity of 45 passengers, full air ride suspension on
twelve (12) of the vehicles. The Campbell Building route must have a minimum seated capacity of 16 passengers.

5.4.4.4 **Service Tested** - Shuttle buses must be designed for transit use with a minimum service life of seven years or 200,000 miles Altoona tested.

5.4.4.5 **Engine Type** - all Shuttle Buses shall be equipped with diesel engines with the capability of carrying full loads on all types of gradient terrain. Buses must meet current emission standards.

5.4.4.6 **Fuel Capacity** - Shuttle Buses must have sufficient fuel capacity to operate an 8 hour shift without refueling.

5.4.4.7 **HVAC** - **All Shuttle buses must have working air conditioning and heating.** Driver and passenger areas require a heat/defrost/AC service for front and rear for keeping the bus comfortable in El Paso climates. AC condensers shall be mounted over the engine compartment or on the roof. A Thermo King T-2 or equivalent 24 volt service is required. Passenger A/C must be a maximum for vehicle class. For example 30’ cutaway should have an a/c with rating of 96,000 BTUs. Proposer to provide which type of system to be installed on buses and how they will control the temperature inside of the buses throughout the different seasons.

5.4.4.8 **Destination Signs** - All buses shall be equipped with illuminated destination signs allowing for the display of destinations and messages as deemed appropriate by the University.

5.4.4.9 **Windows** - All windows must be tinted and side windows must be of a style that allows for opening for fresh air.

5.4.4.10 **Body Structure/Exterior** - Body construction shall meet or exceed all requirements and provide one piece continuous roof bows (roll bars), starting at the floor on one side of the body and ending at the floor on the other side to ensure maximum strength in the event of a vehicle roll-over. Must include smooth sheet metal panels meeting all industry standards.

5.4.4.11 **Safety Features**

5.4.4.11.1 Step wells: Must provide the necessary steps below the floor level so as to accommodate easy passenger access.

5.4.4.11.2 Bumpers: The front and rear of the bus shall be equipped with energy absorbing “help” bumpers.

5.4.4.11.3 Exterior Lighting: Turn signals, marker lights, brake lights and back up lights shall meet all applicable State and Federal requirements.

5.4.4.11.4 Passenger Assists: Polished stainless steel overhead grab rails and stanchion poles are required. A modesty panel shall be fitted behind the entrance doors and behind the driver. In addition, a Plexiglas shield shall be mounted above the driver’s modesty panel if the modesty panel does not extend to the ceiling. This panel should extend to a height above the drivers head. Stanchions and modesty panels shall be padded if required for TXDOT.
5.4.4.11.5 Escape Features: The buses shall be equipped with window emergency exits and roof hatches in accordance with TXDOT requirements. In addition, all exit doors shall have interior emergency release features. Two roof hatches with a ventilation feature shall be provided.

5.4.4.11.6 Safety Equipment: A 10 lb. fire extinguisher shall be mounted near the driver in an easily accessible location. The bus shall carry three reflective emergency road hazard triangles and a TXDOT approved first aid kit. The bus shall also have an audible and visual exterior back up alarm.

5.4.4.11.6.1 Optional Safety Equipment

5.4.4.11.6.1.1 All shuttles must be equipped with an AED (Automated External Defibrillators) and all drivers must be properly trained on how to operate one.

5.4.4.11.7 Flooring shall be slip resistant.

5.4.4.12 Other Features

5.4.4.12.1 Interior Headroom Minimum 74 inches.

5.4.4.12.2 Transmission: Must be automatic type.

5.4.4.12.3 Brakes: Full air with ABS meeting all DOT requirements.

5.4.4.12.4 Alternator: Alternator capable of delivering electrical output for bus specified.

5.4.4.12.5 Cooling Service: Radiator must have sufficient capacity to properly cool the engine in heavy service.

5.4.4.12.6 Suspension: Full air ride suspension required.

5.4.4.12.7 Doors: To be of swing out type with a flexible soft rubber cushion. Interior Lighting: Fluorescent lighting is required to assure even illumination throughout the bus. Front lights are to operate only when the front door is open. A driver area overhead light controlled by a separate switch is also required.

5.4.4.12.8 PA Service: A driver operated public address service shall be provided.

5.4.4.13 Two-way Communications Radios - The successful Proposer is required to equip ALL of the buses with radios, and shall maintain a full-time dispatcher or contact person when buses are in operation at the University. The University shall be supplied with a minimum of four (4) fully operational mobile units in order to communicate directly with the contractor’s dispatcher and drivers. The contractor’s radio communication service must be fully functional throughout the life of the
contract. The University may refuse and return back any bus placed in service without a radio, without charge to the University.

5.4.4.14 **Global Positioning System (GPS)-Automated Vehicle Locator System (AVL)** - Vehicles will have Global Positioning Service or Automated Vehicle Locator system. System should have a minimum “ping” of within a two minute interval for real time statistics. System shall have the capability of allowing UNIVERSITY the ability to monitor buses via a PC. System shall be used as a management tool to track on-time performance and manage excessive idle times. Contractor shall allow UNIVERSITY access to all reports generated by the system. If Contractor is to sub-contract this portion of contract, GPS provider must meet all University requirements and have the University’s approval.

5.4.4.15 **Automated Passenger Counting System (APC)** - Contractor to implement the usage of an APC system for providing 100% passenger counts on a daily basis. System should provide accuracy to within 98% or the highest industry standard for such system.

5.4.4.16 **Bicycle racks installed on all Buses** - All buses should equipped with a bicycle rack (two bike capacity) mounted on the exterior of each bus.

5.4.4.17 **Quarterly inspections** – Contractor will schedule quarterly services review with the University to ensure that requirements are being met.

5.4.4.18 **Cost Saving Recommendation** - The service provider should provide recommendations to improve service, maximize ridership, reduce fuel consumption and save cost.

5.4.4.19 All buses shall be in compliance with Federal Transit Administration (FTA), Federal, State and local regulation, rules, policies and laws to include those not listed in this RFP.

### 5.4.5 VEHICLE MAINTENANCE

5.4.5.1 **Responsibility** - The Contractor shall be responsible for all vehicle maintenance. Contractor shall either provide required maintenance services directly or sub-contract, with the University’s approval vehicle maintenance. Contractor shall provide or sub-contract a full service maintenance shop with qualified and industry certified standards.

5.4.5.2 **Service Personnel** - Only Automotive Service Excellence (ASE) certified personnel shall be utilized in the performance of maintenance requirements. Maintenance manager should dedicate 100% of his time to the University Shuttle Buses. Contractor shall provide documentation of certified maintenance personnel. All maintenance personnel shall be trained in both gasoline and diesel engine mechanics and be computer literate.

5.4.5.3 **Repairs** - Contractor is also expected to provide maintenance for all components of the Shuttle Bus fleet including but not limited to, body, frame, furnishing, mechanical, electrical, hydraulic of other operating systems pursuant to a Contractor provided professional maintenance management program. The Contractor shall immediately repair all vehicle
damage caused in accidents/vehicle crashes or when otherwise determined such damage impairs the proper and safe mechanical operation of the Shuttle Buses. If damage does not impair latter, then it shall remain in service until it can be rotated out of service. Minor dents, scratches shall be scheduled for repair within thirty (30) days and major dents affecting appearance of equipment shall be scheduled within seventy-two (72) hours. The Contractor is responsible for all maintenance support, repair parts, and supplies. Contractor shall negotiate all vehicle warranty claims directly with the manufacturer.

5.4.5.4 **Appearance** - Vehicles will be maintained in a first class appearance and mechanical condition throughout the duration of the contract. The exterior of the buses must always be well painted with no signs of damage. The interior of the buses must be clean with upholstery, wall and flooring in good condition. This will include daily interior and exterior cleaning of the vehicles and properly maintained climate control services.

5.4.5.5 **Facilities** - Contractor must establish its own maintenance facility and preventive maintenance program for the shuttle bus fleet. Contractor will provide adequate staging facility in the El Paso area. Replacement or substitute buses must be in service on campus within 30 minutes.

5.4.5.6 **Service Vehicles** - Contractor must have a mobile repair and mobile wash vehicle available and on call for the duration of this contract.

5.4.5.7 **Daily Cleaning** - Vehicles will be swept and trash picked up at the beginning and end of each shift and at any time during each shift when necessary. Trash cans shall be emptied at the beginning of each day, or more often if needed, and a new liner installed. Trash shall be picked up daily from between seats and on floor.

All floor and step areas shall be mopped. Proposer shall clean driver’s area, dashboard, mirrors, interior and exterior of windows and door frames.

Interior and Exterior of vehicles shall be washed and cleaned at least once per week and at such other times as deemed necessary by the University.

5.4.5.8 **Preventative Maintenance** - Must be done during non-operating hours either at night (after UNIVERSITY regular business hours) or on weekends when buses are not in operation. The Contractor shall submit a complete and comprehensive PM program. The program shall meet or exceed the manufacturer’s recommended guidelines. All maintenance work shall conform to industry established standards. Any safety defects found during an inspection shall be removed from service and repaired immediately. All other defects shall be noted and a repair scheduled within 5 working days. Repairs delayed due to lack of parts shall be documented. A running record of deferred maintenance shall be made a part of the monthly report to the University Parking and Transportation Dept. Detail records of when PM Service is performed are to be documented thoroughly including current mileage, work performed and next scheduled maintenance. Complaints regarding safety of the shuttles should be addressed within 24-48 hours. Brakes, fuming engines, etc. should be fixed and returned to service within said time frame; unless repairs are such that parts or repairs cannot be completed within the stated time, then UNIVERSITY should be notified in...
writing when such repairs are to be completed. Maintenance must be turnkey.

5.4.5.9 **Equipment** - All equipment used by the Proposer to perform its obligation if awarded the Contract shall be modern and kept in good working order at all times. Such equipment shall be operated by trained employees.

5.4.5.10 **Repair History** - Vehicle inspection and mechanical repair histories shall be provided monthly to the University’s Parking & Transportation Services Director.

**5.4.6 BACKUP BUSES/ CONTIGENCY FLEET/EXTRA BOARD REQUIREMENTS**

5.4.6.1 In addition contractor must provide an additional two (2) buses as spares available for peak times or for replacements for down buses. This requirement may change during the life of the contract as the fleet size increases or decreases.

5.4.6.2 A replacement bus and “extra board” or break relief driver(s) shall be stationed on campus at all times. The University will identify a location where this bus can be stationed during the hours of transit service operation.

5.4.6.3 Contractor shall have additional equipment of two (2) transit type buses similar in capacity and design, and not older than seven years, in a standby capacity to cover breakdowns of equipment, and assure the University of Minimal Disruption in service. All periods of breakdown, as well as instances of tardiness or interruption in service, which are not attributable to the University, are to be noted on daily count sheets. Incidents of failure to do so shall be considered an overcharge to the University. Several repetitive incidents may be cause for cancellation of any contract, in whole or in part, awarded by this proposal. In any event, the University will make deductions for all out of service time. Contractor invoices that do not reflect these deductions will not be processed for payment.

**5.4.7 EXTERNAL GRAPHIC BUS DESIGN**

5.4.7.1 All vehicles, as well as any future additions to the fleet, will prominently display external graphics bearing a design identifiable with the University. The University will work closely with the Contractor to determine the type and formatting of the graphic design limited to the area below the windows and the back of the vehicle bearing a design identifiable with the University. If the University decides to use a wrap to mark buses, the University is responsible for facilitating the artworks application to the vehicles by providing the design to the Contractor who will in turn prepare any camera ready art work and final design to ensure proper sizing for application. The Contractor will be responsible for the installation and cost of decals or wrap. All buses must be branded with approved University of Texas at El Paso and Miner Metro logos.

5.4.7.2 If the vehicles are removed from the campus transit service or retired, all markings that would identify the vehicle with the University must be removed by the Contractor.
5.4.8 **ADVERTISING RIGHTS**- The University reserves the right to retain all rights for advertising on and in the Contractor’s shuttles.

5.4.9 **ADVERTISING**

5.4.9.1 Each bus must have a panel, approved by the University that provides a listing of the bus/route numbers and each of the route destinations.

5.4.9.2 The University will work closely with the Contractor to determine the type and size of panels for internal display. The University is responsible for soliciting panels and keeping all advertisements/announcements updated and current. One panel will advise riders on whom to call with comments and suggestions. Agreed upon map or brochure holders will be outfitted within each bus. In addition, interior of buses shall have display holders that can accommodate 11X17 cards/placards to be used for interior advertising and/or University announcements. Any proceeds from the advertising will be the property of the University.

5.4.9.3 The University reserves the right to retain all rights for advertising on or in the Contractors shuttles. The University may require that the Contractor allow University representatives or vendors contracted by the University, access to all buses assigned to this contract to install and remove advertising material, which may include devices such as bus wrap or in the some cases interior monitors or LED signs as appropriate. Any damage to the exterior paint of buses shall be the responsibility of the University and its vendor. All advertising materials or devices are subject to University approval prior to installation. The University at its sole discretion may apply full vinyl wraps or partial wraps.

5.4.10 **ADVERTISING SERVICE ROUTES & PROMOTING RIDERSHIP**

The University is responsible for promoting the service routes and ridership within the campus community.

5.4.11 **COMMUNICATION WITH THE CONTRACTOR**

The University will establish regular monthly meetings between University Parking and Transportation Director and the Contractor. Other meetings will be scheduled as needed. The Contractor’s Manager/Director, other supervisors and account representative or accounts receivable representative should attend the meetings. The contractor will be responsible for setting up monthly, quarterly and yearly meetings to provide updates, report issue and to provide recommendations for improvements.

5.4.12 **INSPECTIONS**

The University reserves the rights to inspect, approve, and/or reject all vehicles submitted to service the University. This includes primary and standby buses. In addition, the University shall have the right to inspect company maintenance facilities, log books, records and account pertaining to all shuttle operations in this agreement at any time during regular business hours and upon request at other times. All inspections and review of records are to be held at the Contractor’s office in El Paso, TX.
5.4.13 SERVICES

The University shall have the final decision regarding services rendered by the Contractor hereunder. The bus service requirements set out in these specifications are for daily regular session semester operations. During semester breaks, holidays, summer sessions, or for any other reason, the University may require a lesser or greater number of buses. The University reserves the right to reduce or increase bus service requirements, and relocate the stop(s), without liability, with notice to the Contractor as set out in these specifications. Failure to perform complete and satisfactory service on days specified shall be cause for immediate termination. Complaints about service will be submitted in writing from the University to the Contractor. Including, but not limited to students, faculty and staff.

5.4.14 INCREASE IN BUSING SERVICES- EXPANSION

5.4.14.1 In the event the proposed number of buses is not adequate to cover the needs of the University, the Contractor will be expected to temporarily supply acceptable buses from their inventory and place on order the additional necessary buses.

5.4.14.2 If equipment available in the Contractor’s current inventory does not match the type of equipment as specified, a purchase order confirming that the proper equipment has been ordered, and production schedule that confirms when the equipment will be delivered must be presented to the University by the successful Contractor within thirty (30) days of approved notice of award by the Purchasing Department.

5.4.14.3 Contractor must have the ability to expand by a minimum of 2 additional shuttles per year.

5.4.14.4 Advanced notice to Operator shall be thirty days.

5.4.14.5 If demand becomes such that 2 additional shuttles are not sufficient, Contractor shall be allowed to sub-contract additional shuttles to meet requirements.

5.4.15 SCHEDULED SERVICE

For scheduled service, the contractor shall be given forty-eight (48) hours advanced notice of required Shuttle Buses. The Proposer shall be given notice of at least four (4) hours prior to increases to the work hours. The Proposer shall be given a notice of twenty-four (24) hours prior to any decrease in hours or Shuttles required.

5.4.16 EMERGENCY SERVICE

The University reserves the right to secure emergency service from other sources to meet its immediate needs and it is deemed in the best interest of the University to do so without prejudice on the Contract.

5.4.17 PERSONNEL

The University shall have the right to review and advise Contractor, in writing, regarding the employment and retention of Contractor’s personnel for the implementation of this Agreement. The Contractor acknowledges that it has sufficient
personnel to transfer to the University on an as-needed basis to fulfill the obligations of this agreement. Notwithstanding the above, the University may submit written requests to remove or reassign personnel for good cause and Contractor shall comply. Contractor must have a standard documented disciplinary procedure and provide a copy upon award of Contract.

5.4.18 CONTRACT CONTACTS

5.4.18.1 The successful vendor must provide in the proposal: the name, telephone number, cell phone number, fax number and email address for the Company Representative. The Company Representative will be the primary point of contact for the University on all business matters pertaining to this agreement. The Company Representative must have a minimum of three (3) years’ experience in supervising a campus, municipal or publicly-funded transit service. Anytime Proposer is on the University premises, he or she will be required to log in and out with the Parking and Transportation Services designee.

5.4.18.2 The name of The University of Texas at El Paso Business Manager of Parking and Transportation and contact information will be provided at the time of award. All notices, invoices and announcements shall be sent to the Business Manager.

5.4.19 STAFFING

5.4.19.1 Contractor agrees to staff the operation so that service is uninterrupted. It shall be the responsibility of the Contractor to provide any type of relief personnel. Contractor shall provide supervision for the drivers. All drivers and any other personnel provided by the Contractor shall at all times remain the employees of the Contractor. In no event shall these individuals be considered employees of the University. The relationship of the Contractor and The University of Texas at El Paso shall be that of independent contractor. The cost of uniforms, hiring and all administrative matters concerning those employed, including wages and appropriate tax withholdings, are the responsibility of the Contractor.

5.4.19.2 Contractor shall provide sufficient driver backup, at their cost, in times of staff shortages due to vacations, illnesses, and inclement weather to ensure the consistent and efficient operation of all services specified under this Agreement.

5.4.19.3 Contractor agrees that all persons working for or on behalf of Contractor whose duties require them to be on the University’s premises shall obey the rules and regulations that are established by the University and shall comply with any lawful directive given by any University Police Officer.

5.4.19.4 Contractor shall update the University prior to the start of every fall semester on the status of all drivers. Any changes in status shall be reported within five (5) days.

5.4.19.5 The contractor must provide copies of each driver’s license and those of the driver’s supervisor to University Parking and Transportation department, no less than sixty (60) days prior to the service starting date. As drivers are added or removed, the contractor will be required to notify,
University Parking and Transportation in writing along with copies of new driver’s license. Prior to the start of each Fall semester, Contractor shall provide the University with an updated copy of a motor vehicle records check on all drivers and every six (6) months conduct a check to ensure that all drivers are in compliance with the State’s licensing requirements and to check for Driving Under the Influence (DUI), Driving while Intoxicated (DWI) and suspended licenses. Contractor must also conduct a criminal history background check and drug testing of drivers in accordance with contractor and University policy. Updates on these checks shall be provided at the start of every fall semester or as requested by the University. All employees of the provider will be subject to the Parking and Transportation policies.

5.4.19.6 Contractor shall be responsible for the acts of its employees and agents while performing services for The University of Texas at El Paso. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property while on the University’s premises. Contractor shall be responsible for all damages to persons or property on and off campus caused solely or partially by the Contractor or any of its agents or employees. The University may choose to promptly repair any damage that it or its employees or agents may cause to the University’s premises or equipment. When the University makes a repair to such damage, the Contractor shall reimburse the University within 30 days for the cost of the repair.

5.4.19.7 The campus transit service must be operated in a professional manner to ensure good will with all members of the University and El Paso community. All staff, including supervisory staff, shall be friendly and courteous to all patrons. Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of The University’s faculty, students, staff, or visitors.

5.4.20 Parking

Licensee’s officers, employees, invitees and contractors must comply with University parking requirements and traffic regulations, as stipulated by Parking & Transportation Services (website: http://admin.utep.edu/Default.aspx?tabid=50621), and are responsible for any parking or traffic citations issued by Parking & Transportation Services for the violation of such regulations.

5.4.21 BUS DRIVERS

5.4.21.1 Drivers must:
5.4.21.1.1 Be competent to fulfill their duties and responsibilities as required by this agreement.
5.4.21.1.2 Be trained in defensive driving, possess a current Defensive Driving Certificate and service records shall be evaluated.
5.4.21.1.3 Possess a valid State of Texas commercial Drivers License (CDL) and be reviewed bi-annually.
5.4.21.1.4 Subject to and shall obey all traffic laws.
5.4.21.1.5 Have no record of any felony convictions.
5.4.21.1.6 Shall have no record of suspended driver’s license.
5.4.21.1.7 Shall be required to call for aid if requested or if necessary.
5.4.21.1.8 Shall not have been convicted of driving under the influence of alcohol or drugs or any other serious driving related offense.

5.4.21.2 Uniforms - Contractor shall provide its drivers with uniforms with the Contractor’s logo. All drivers shall be required to wear appropriate uniforms at all times when on duty. The Contractor agrees to insure that the drivers and uniforms present a neat, clean and well-groomed appearance. All uniforms shall be without tears, holes or excessive or unsightly repairs. Drivers must wear a picture ID name tag at all times while on University premises.

5.4.21.3 Contractor shall provide each driver with a name plate to be located in a conspicuous place near the driver and visible to the passengers. Each driver will place his/her name plate in the holder while operating the vehicle.

5.4.21.4 Drivers must conduct themselves at all times in a pleasant, courteous manner toward the public, providing excellent customer service. Operations shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others. Additionally, all drivers will be trained in transporting passengers with special needs.

5.4.21.5 Conduct that is not acceptable includes but is not limited to foul language, offensive or distasteful comments related to age, race, ethnic background or sex, evidence of alcohol influence or influence of drugs, refusal to provide services requested, refusal to make arrangements for additional services needed and general rudeness.

5.4.21.6 Smoking by drivers or passengers within the vehicles is prohibited. Each vehicle will have “No Smoking” signs posted in conspicuous places.

5.4.21.7 Drivers will not eat on the buses, but may have a drink as long as there is an appropriate holder for the drink, while the bus is in operation.

5.4.21.8 Drivers’ meals and breaks will not affect the operational requirements of this proposal. A relief driver will need to be scheduled to allow drivers to take their necessary breaks and still have vehicles operate within the contractual requirements.

5.4.21.9 Contractor will designate an on-site account manager and a lead driver supervisor to coordinate service and correct any problems with performance or equipment. The account manager will be cell phone and radio equipped to communicate with drivers and University personnel. The account manager will not drive (except in emergencies).

5.4.21.10 Contractor shall control the conduct, demeanor and appearance of the drivers, and upon objection from the University, shall take all responsible steps necessary to remove the cause of objection or find a substitute driver(s) suitable to the University. The University reserves the right to insist on the discontinuance of assignment to the University campus transit service of any driver considered incompetent, disorderly or otherwise objectionable.
5.4.21.11 Contractor shall provide only drivers with demonstrated records of safe driving. The University shall have the right to require the Contractor to replace a driver who the University believes, in the exercise of reasonable discretion, does not have a record of driving safely or who does not display appropriate behavior. The Contractor shall provide initial and on-going training to its drivers on safety and proper operation of vehicles on University campus, as well as annual training on sensitivity and customer relations including sexual harassment, pursuant to this agreement. The Contractor shall provide drivers’ license information for each driver bi-annually to the Director of Parking & Transportation.

5.4.21.12 In the event that the University determines that a driver has been remiss in his/her responsibility concerning requests, safety standards, speeding, offensive behavior, rules and regulations set forth by the University and/or the contractor (both written or verbal) the University shall instruct the Contractor to remove the driver from the University runs and the Contractor will comply. Drivers so removed may not be reassigned to University service without prior written approval from the University.

5.4.22 ON-SITE SUPERVISION

Contractor should employ at the minimum one (1) on-site supervisor that is not a driver. Supervisor shall be responsible for monitoring that shuttles maintain set schedules, monitor and report on peak load areas, manage stranded passengers to make adjustment if necessary to a route to minimize such disruptions, report on drivers following all traffic and safe driving practices, and to manage shift changes, relief drivers, lunch breaks, and restroom breaks.

Contractor will document visits to the University from off-site supervisory personnel. Contractor shall at minimum provide documentation on logging of efficiency and on-time percentages, and disciplinary actions taken as a result of on-site monitoring. In addition, the Contractor shall provide the University Parking and Transportation Director with written feedback in response to comments or concerns submitted from students, faculty, and/or staff.

5.4.23 PUBLICITY

Contractor shall not, without the prior written approval of the University, publicize or advertise in any form, other than on University buses, the fact that it is providing services to the University, provided that the Contractor may list the University on a routine client list for matters of reference. Further, Contractor agrees not to make any statement written or verbal to the media or anyone else regarding the subject matter of the Agreement with the University or the University’s position on any issue related to the Agreement. Nor shall Contractor make any statement to the media on any issue that is likely to cause the Contractor or University Staff to be viewed as anything other than neutral with respect to the subject matter of the Agreement, or cast doubt on the competence or integrity of the University of Texas at El Paso.

5.4.24 STRIKES
In the event of a strike by bus drivers and/or mechanics, the contractor shall continue to provide service to the University by sub-contracting or leasing from another carrier or any other available method. The same shall prevail if a significant number of buses are declared inoperable by TX DOT, destroyed by fire or vandals or any other equipment failure that results in the contractor not being able to fulfill the obligations of the contract. Any failure for any reason to substantially perform is cause for immediate termination or suspension of the contract in whole or in part at the discretion of UNIVERSITY.

5.4.25 WAGES

Proposer agrees that his bid shall be submitted with the requirement that all wages paid to the workers shall be no less than the minimum prescribed by the State or Texas Workforce Commission for the specific profession use in the area where the work is performed. It shall be the bidder’s responsibility to obtain necessary information to submit bid under state labor regulations and laws.

5.4.26 ACCIDENT/ INCIDENT REPORTING

5.4.26.1 All accidents and incidents shall be reported to the University Police Department immediately and there will be a written report faxed within twenty-four (24) hours of each event. Reports shall be generated for the University Parking and Transportation Department and the University Vice President for Business Affairs for the following:

5.4.26.1.1 Collisions between a vehicle and another vehicle, person or object;

5.4.26.1.2 Passenger accidents, including falls while passengers are entering, occupying or exiting the vehicle;

5.4.26.1.3 Disruptions, ejections (requesting a rider to disembark due to disruptive behavior), fainting, sickness, deaths or assaults;

5.4.26.1.4 Accidents that the operator witnesses;

5.4.26.1.5 Vandalism while vehicle is in service;

5.4.26.1.6 Passenger complaint of injury or property damage or other circumstances likely to arise in the filing of a claim against contractor;

5.4.26.1.7 Alcohol/drug use.

5.4.27 RATE SCHEDULE, INVOICING

5.4.27.1 Hourly Rates. All rates for service shall be on an hourly basis and shall be computed on a daily count sheet. The billing of the hourly rate shall begin when service commences at the University. The hourly rate shall not include travel time (deadhead hours) to and from the University. The hourly rate shall include the rental of Shuttle Bus(s), and the driver(s). Additionally, the hourly rate shall include any and all permits, licenses, insurance required by Federal, State and Local entities.
5.4.27.2 Monthly Invoicing. The contractor shall submit invoices for each month with count sheets attached to the invoice after having first reconciled charges with the University. One check will be generated each month by the University to pay for the previous month’s usage invoices; therefore, payment will be a month in arrears. Errors in count sheets or invoices may delay payments.

5.4.28 FUEL

The University houses gasoline and diesel fuel. Any other fuel choices, such as biodiesel are the responsibility of the Contractor. Proposers shall provide in the proposal whether price includes fuel costs or if the University shall provide fuel, what the hourly rate will be not including fuel costs. If Proposer is to provide fuel, fuel costs shall be negotiated on an annual basis in order to allow Proposer the ability to recover fuel costs should fuel prices escalate above an agreed upon threshold during the said timeframe. Fuel costs per gallon will be determined based on the Oil Price Information Service (OPIS), Pad 1, and Average price for El Paso, Texas effective on the date set for receipt of proposals. The United Communications Group, 9737 Washingtonian Blvd #200, Gaithersburg, MD 20878, publishes the OPIS weekly. Such fuel costs shall be the base rate from which fuel cost adjustments may be made. If the University will provide the fuel for all buses, then procedures will be established to track the fuel usage. The Contractor shall submit such documentation of fuel usage as the University may require, including copies of receipts, charge slips, fuel supplier or vendor names and addresses, vehicular mileage figures, and test results, if required, confirming quality of fuel equal to that required by this contract. The University is not required to make fuel cost adjustments if such data is absent. The Contractor will, to the maximum practicable, obtain fuel at the lowest possible price available to the Contractor. The fuel capacity of each bus shall be sufficient to enable the vehicle to operate an entire day without refueling, where possible. Fuel Usage reports will be turned in monthly to University’s Parking and Transportation Director. The contractor shall submit documentation of fuel usage, this documentation will include a report with the dates, quantity of gallons and payment amount.

5.4.29 PERMITS AND LICENSES

The successful vendor will be responsible for complying with all federal, state, and local laws and regulations, including the necessary certification and the purchase of all permits and licenses for operating the transit service in Texas under the requirements of this RFP.

5.4.30 TAXES

The successful vendor will be responsible for the payment of all applicable federal, state and local taxes coincidental to providing the transit service with the exception of those with regards to fuel.

5.4.31 OPERATING SCHEDULE

5.4.31.1 Adding/Adjusting/ Eliminating Routes. The University may add, adjust, or eliminate routes as needed. The University will give the Contractor advance notice of any route change. Changes that can be facilitated immediately to accommodate riders will be done so, if possible.
Transit vendor will analyze the ridership numbers to suggest the addition, removal or optimization of routes.

5.4.31.2 Continuous Service. Contractor will provide continuous round-trip service on each route. Buses assigned to the same route will maintain equal spacing throughout the route unless otherwise mutually agreed to. It is acknowledged that refueling stops or emergency breaks may at times be necessary. These breaks in service will be done at a time that will have the least impact on riders and schedules; break locations may be determined by the University. No vehicle shall exceed a speed of 20 miles per hour while on a timed campus route.

5.4.31.3 Declared Emergencies. Contractor will provide bus service on demand to assist the University during on-campus declared emergencies and mitigation and recovery from same.

5.4.31.4 The Shuttle Buses shall strictly follow the University indicated route and shall not take more than 10 minutes to circle the route from designated pick-up point to designated drop-off point. This should be a consideration in making your recommendation for the routes, scheduled stops and number of buses needed to provide appropriate campus transit service.

5.4.32 SERVICE PERFORMANCE STANDARDS

5.4.32.1 Twice annually the University & Contractor will conduct a self-evaluation of shuttle bus services. The evaluation will include but not be limited to the following:

5.4.32.1.1 On-time performance

5.4.32.1.2 Response to Vehicle Breakdown or Service Disruption

5.4.32.1.3 Missed Trips

5.4.32.1.4 Complaints per 1,000 Passengers Boarding

5.4.32.1.4.1 PERFORMANCE

5.4.32.1.4.1.1 On-time performance - shall be defined as a trip that departs zero (0) minutes early and is not more than five (5) minutes late at designated time points along designated stops along a route. The University shall conduct time checks as well as monitor on-time performance via AVL or GPS generated reports.

5.4.32.1.4.1.2 Missed Trips - A missed trip is one that is not completed or is more than 15 minutes late.

5.4.32.1.4.1.3 Complaints/Observations - Complaints shall be measured per 1000 passengers boarded per month. A customer complaint is one that can be documented when a customer contacts the University about a problem or issue and leaves a name and phone number
or email so it is verifiable, (late bus, rude driver, no a/c, etc.).

5.4.32.1.4.1.4 **Total Accidents/vehicle crashes per 10,000 vehicle miles** - any contact with an object, vehicle or passenger injury both preventable and non-preventable.

5.4.32.1.4.1.5 **Miles between road calls** Road calls are defined as a service truck dispatched to a vehicle while on route including deadhead miles and/or when a vehicle is changed out due to mechanical failure or vehicle lost time due to a mechanical failure.

5.4.33 **FEDERAL REGULATIONS**

5.4.33.1 **ADA** - Contractor must adhere to all ADA regulations and all vehicles supplied must be “lift” equipped.

5.4.33.2 **CDL** - Contractor must require CDL’s for any drivers operating vehicles that are over 16 passengers or 10 tons or larger.

5.4.33.3 **Drug testing** - Contractor agrees to conduct random drug testing of drivers and to conduct post-accident drug testing and provide pre-employment testing. A certified and accredited drug testing lab must be used.

5.4.33.4 **Zero tolerance policy** - Contractor should terminate any driver for cause due to positive alcohol or drug test results.

5.4.34 **REQUIRED REPORTS**

Contractor will be expected to maintain and provide at a minimum the following reports:

5.4.34.1 **DAILY**

The following information must be provided daily to the University by 10:00 a.m. reporting on the previous day’s activities.

5.4.34.1.1 Route assignments or Pull-Out sheets of buses and reasons for any bus that may be out of service beginning at 7:00 am of the current day.

5.4.34.1.2 Number of vehicles down, including number of days that the vehicle has been out of service, the reason for service, and projected date of completion of repairs.

5.4.34.1.3 Number of wheelchair boarding’s from the previous day including, attempted pick-ups, successful pick-ups, and any reasons for unsuccessful pick-ups.

5.4.34.1.4 Passenger counts to include stranded passengers/overloads/ (unable to board) recorded for the previous day.
5.4.34.1.5 Pre-trip and post-trip defect cards from the previous day. Pre-trip report should include visual and safety checks of vehicle before driver’s start their days. Post-trip should report any malfunctions or defects that occurred while operating their routes. Contractor shall maintain these records for the life of the contract in electronic or hard copy form.

5.4.34.1.6 Number of incidents from previous day including: assaults (verbal or physical), thefts, robbery, disorderly passengers, fighting, vandalism, and any similar incidents.

5.4.34.1.7 Any and all accident reports from the previous day.

5.4.34.1.8 Copies of all complaints submitted to Contractor from the previous day.

5.4.34.1.9 Fuel Report to Parking and Transportation Services.

5.4.34.1.10 List of Purchase orders created with different departments within the University to Parking and Transportation Services to contract services.

5.4.34.2 WEEKLY

5.4.34.2.1 Ridership Reports - These reports shall be tracked daily and reported on the following Monday by 10 am of the previous week’s operation. Records shall be separated by route, day, and trip. This report shall be prepared in Microsoft Excel latest version and sent via email.

5.4.34.2.2 Weekly Count Sheets - A weekly count sheet of service hours provided. The daily count sheets should be summarized into the weekly sheet with total hours by bus, route, and total service, to be used for billing purposes at the end of the month. Sheets do not need to be turned in weekly, just the data collected and prepared for the monthly billing invoice.

5.4.34.3 MONTHLY

5.4.34.3.1 Miles between road calls;

5.4.34.3.2 Miles between change-out;

5.4.34.3.3 Average spare ratio versus scheduled spare ratio;

5.4.34.3.4 Percentage of missed trips;

5.4.34.3.5 Percentage of late departures;

5.4.34.3.6 Accident rate, broken down to indicate total accidents/vehicle crashes, in-service accidents/ vehicle crashes, preventable accidents/vehicle crashes, passenger accident ratios;

5.4.34.3.7 Headway adherence;
5.4.34.3.8 Maintenance inspections scheduled including PMs/ completed;

5.4.34.3.9 Deferred maintenance list;

5.4.34.3.10 A monthly invoice shall be provided no later than the 8th day of the following month that service was provided. Invoice shall include the weekly count sheets detailing service provided by each bus, by each route, and total service hours provided.

5.4.34.3.11 Vehicle inspection and repair histories are to be provided monthly to the University.

5.4.34 QUARTERLY

Quarterly-Performance reviews to include: ridership trends, customer satisfaction survey results and feedback, on-time performance, route performance, cost per mile, revenue hours, service interruptions, and accidents. Contractor shall maintain a monthly roster sheet of all of Contractor's employees assigned to the campus transit service. The monthly roster sheets shall be compiled into a Quarterly report. Roster sheets shall contain the driver's full name, date of birth, driver's license number and the date the driver began driving for campus transit service.

5.4.34.5 National Transit Database (NTD) REPORTING

Contractor shall maintain all necessary data needed for the University to complete its Federal Transit Administration (FTA) and NTD reporting requirements whether applicable or not.

5.4.35 ANNUAL REPORT

Contractor shall provide the University with an annual report at the end of each University fiscal year (currently Sept 1 to Aug 31). Report shall contain at a minimum the following sections: Maintenance, safety, ridership statistics, NTD, performance, etc. Report shall also contain recommendations to the University for:

5.4.35.1 Expansion or reduction of service.

5.4.35.2 Recommendations for new routes, stops, and bus shelters and improvements to customer service.

5.4.36 DISCIPLINE POLICY

Contractor upon award of contract will provide UNIVERSITY a copy of such policies.

5.4.37 TRAINING

All drivers should receive adequate classroom training, road training, and continued refresher training. Contractor in addition shall provide "customer service" training to its drivers.
5.4.37.1 CUSTOMER SERVICE TRAINING

The training shall incorporate a sensitivity portion for dealing with customers with ADA. The Contractor shall implement a monitoring program with feedback to the University to assure that employees are carrying out the highest level of customer service.

5.4.37.2 ADA TRAINING

All Drivers shall be trained in transporting passengers with “Special Needs” including the proper restraint for wheelchair bound passengers. A refresher course shall be provided on an annual basis.

5.4.37.3 CULTURAL AND GENDER SENSITIVITY TRAINING

All employees of the Contractor shall receive training in gender and cultural sensitivity.

5.4.37.4 DEFENSIVE DRIVING COURSE

All drivers shall undergo an extensive defensive driving course once every three (3) years or more often if the driver has an excessive number of accidents or unsafe driving incidents. Number of incidents shall be determined by University and Contractor prior to start of Contract. Contractor shall use this opportunity to provide any refresher training or information if appropriate.

5.4.38 CONTRACTOR CONTINUITY OF SERVICES

Contractor recognizes that the services provided are vital to the University and shall be continued without interruption. Upon contract expiration, a successor, either the University or another Contractor, may continue them. Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

5.4.39 COMPLAINTS - The University shall receive and document all complaints that it receives regarding contractor’s employees or operation of shuttles. University shall forward complaints for action to contractor. Contractor shall provide the University a response within 48 hours from the time that the complaint was received. All safety issues and/or sexual harassment complaints will be addressed immediately by Contractor. Contractor shall post a complaint number on all its shuttles. The Contractor must provide the University with a written procedure on how the Contractor handles personnel complaints. Any complaint(s), deemed by the University to be of serious nature, will be handled by the Contractor’s supervisors upon notification by the University.

5.4.40 The following instances will be considered as serious complaints: a driver threatening a passenger, a driver sexual harassing a passenger, or reports of a driver operating a vehicle in an unsafe manner. The Contractor’s supervisors will provide a written response of the outcome of the complaint to the University within 48 hours from time of incident.

5.4.41 SERVICE INTERRUPTION PLAN - Contractor shall have a plan for service interruption due to severe weather or uncontrollable circumstances.
5.4.42 PLANNING - Contractor to provide input and recommendations to advanced planning for University growth and changes to areas served by route.

5.4.42.1 Minor Route or Schedule Changes - While in most cases the University will provide at least one (1) week notice; as little as 24 hours’ notice may be given to respond to minor adjustments. Minor adjustments may be given verbally and then confirmed by written memo. Such instances that may necessitate the changes could be special events, athletic events, street closures, construction, detours, and/or any recurring events or circumstances that may give cause for the change. The Contractor is also responsible for making these changes when they arise, but must notify and have the approval of the University prior to implementation.

5.4.42.2 Major Route or Schedule Changes - Major route changes are those that may cause the Contractor to hire and train additional drivers or in extreme cases layoff drivers. Except for emergencies, University will make every effort to implement major service changes on a fixed predictable schedule in coordination with the Contractor’s annual report recommendations. In general University will give Contractor four (4) weeks to respond to major changes requiring more drivers or major adjustments to work shifts. Contractor shall present a proposed run cut within two (2) weeks of receiving a major change announcement from University. University shall endeavor to review, approve, and/or comment if needed within three (3) working days. University will give Contractor major changes in writing. University reserves the right to review all run cuts, as they serve as the basis for determining Contractor payment.

5.4.42.3 Route and Service Modifications Caused by Non-Recurring events (accidents, weather, etc.) - It is the responsibility of the Contractor to respond to emergencies or other non-recurring events immediately. In such cases, Contractor will take whatever necessary actions are needed to detour, respond, etc. in the way that least impacts overall shuttle service to the University and minimizes delays.

5.4.42.4 Contingency Plan - The Contractor is expected to take any necessary action to prevent or minimize inconvenience experienced by passengers and make every effort to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a driver from making all scheduled pick-ups or completing a trip on time, Contractor is expected to respond accordingly with a contingency plan. Contingencies might include “bumping up” driver trips assignments and/or dispatching replacement vehicles to cover late or “missed” trips in order to alleviate potential overcrowding which would otherwise result on trips scheduled to follow a missed trip. It may also include dispatching replacement vehicles from a staging area to reduce the time that passengers would otherwise spend waiting for the next trip. In the event of a disabled vehicle, it may involve diverting other buses to pick-up transferring passengers. Service disruptions or delays could include any of the following: an accident, mechanical failure, severe traffic back-ups, detour or road closing, a driver’s failure to either report on time or perform the run to which he was assigned, or improper training.
SECTION 6

PRICING AND DELIVERY SCHEDULE

Proposal of: _________________________________________
(Proposer Company Name)

To: The University of Texas at El Paso

Ref.: Campus Shuttle Bus Services related to the Selection of a Vendor to provide Shuttle Bus Services

RFP No.: 724-1508-WEJBT Campus Shuttle Bus Services

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Campus Shuttle Bus Services required pursuant to the above-referenced Request for Proposal upon the terms quoted below.

6.1 Pricing for Services Offered

__________________________________________________________________________________________________________
__________________________________________________________________________________________________________
__________________________________________________________________________________________________________
__________________________________________________________________________________________________________

6.2 Delivery Schedule of Events and Time Periods

Vendor shall provide with Proposal submission.
__________________________________________________________________________________________________________
__________________________________________________________________________________________________________
__________________________________________________________________________________________________________
__________________________________________________________________________________________________________

REQUEST FOR PROPOSAL
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6.3 University’s Payment Terms

University’s standard payment terms for services are “Net 30 days.” Proposer agrees that University will be entitled to withhold __________ percent (________%) of the total payment due under the Agreement until after University’s acceptance of the final work product. Indicate below the prompt payment discount that Proposer will provide to University:

Prompt Payment Discount: _____%_____days/net 30 days.

Respectfully submitted,

Proposer: ______________________________

By: ____________________________________
    (Authorized Signature for Proposer)

Name: _______________________________

Title: ________________________________

Date: ________________________________
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SECTION 1
GENERAL INFORMATION

1.1 Purpose

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

By submitting a proposal, Proposer certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of 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

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

Proposers are required to acknowledge receipt of each Addendum as specified in this Section. The Proposer must acknowledge all Addenda by completing, signing and returning the Addenda Checklist (ref. Section 4 of APPENDIX ONE). The Addenda Checklist must be received by University prior to the Submittal Deadline and should accompany the Proposer’s proposal.

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

1.3 Public Information

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

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

Upon execution of a final agreement, University will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the Texas Public Information Act (Government Code, Chapter 552.001, et seq.). Proposer will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, Government Code.

1.4 Type of Agreement

Contractor, if any, will be required to enter into a contract with University in a form substantially similar to the Agreement between University and Contractor (the “Agreement”) attached to this RFP as APPENDIX TWO and incorporated for all purposes.

1.5 Proposal Evaluation Process

University will select Contractor by using the competitive sealed proposal process described in this Section. University will open the HSP Envelope submitted by a Proposer prior to opening the Proposer's proposal in order to ensure that the Proposer has submitted the number of completed and signed originals of the Proposer's HUB Subcontracting Plan (also called the HSP) that are required by this RFP (ref. Section 2.5.4 of the RFP.) All proposals submitted by the Submittal Deadline accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be opened publicly to identify the name of each Proposer submitting a proposal. Any proposals that are not submitted by the Submittal Date or that are not accompanied by the number of completed and signed originals of the HSP that are required by this RFP will be rejected by University as non-responsive due to material failure to comply with advertised specifications. After the opening of the proposals and upon completion of the initial review and evaluation of the proposals, University may invite one or more selected Proposers to participate in oral presentations. University will use commercially reasonable efforts to avoid public disclosure of the contents of a proposal prior to selection of Contractor.

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

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

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

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

1.6 Proposer's Acceptance of 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 Additional Questions (ref. Section 5 of this RFP), [d] the terms and conditions of the Agreement (ref. APPENDIX TWO), and [e] all other requirements and specifications set forth in this RFP; and (2) Proposer's recognition that some subjective judgments must be made by University during this RFP process.

1.7 Solicitation for Proposal and Proposal Preparation Costs

Proposer understands and agrees that (1) this RFP is a solicitation for proposals and University has made no representation written or oral that one or more agreements with University will be awarded under this RFP; (2) University issues this RFP predicated on University's anticipated requirements for the Services, and University has made no representation, written or oral, that any particular scope of services will actually be required by University; and (3) Proposer will bear, as its sole risk and responsibility, any cost that arises from Proposer's preparation of a proposal in response to this RFP.

1.8 Proposal Requirements and General Instructions

1.8.1 Proposer should carefully read the information contained herein and submit a complete proposal in response to all requirements and questions as directed.

1.8.2 Proposals and any other information submitted by Proposer in response to this RFP will become the property of University.

1.8.3 University will not provide compensation to Proposer for any expenses incurred by the Proposer for proposal preparation or for demonstrations or oral presentations that may be made by Proposer. Proposer submits its proposal at its own risk and expense.

1.8.4 Proposals that (i) are qualified with conditional clauses; (ii) alter, modify, or revise this RFP in any way; or (iii) contain irregularities of any kind, are subject to disqualification by University, at University's sole discretion.

1.8.5 Proposals should be prepared simply and economically, providing a straightforward, concise description of Proposer's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP.

1.8.6 University makes no warranty or guarantee that an award will be made as a result of this RFP. University reserves the right to accept or reject any or all proposals, waive any formalities, procedural requirements, or minor technical inconsistencies, and delete any requirement or specification from this RFP or the Agreement when deemed to be in University's best interest. University reserves the right to seek clarification from any Proposer concerning any item contained in its proposal prior to final selection. Such clarification may be provided by telephone conference or personal meeting with or writing to University, at University's sole discretion. Representations made by Proposer within its proposal will be binding on Proposer.

1.8.7 Any proposal that fails to comply with the requirements contained in this RFP may be rejected by University, in University's sole discretion.
1.9 Preparation and Submittal Instructions

1.9.1 Specifications and Additional Questions

Proposals must include responses to the questions in Specifications and Additional Questions (ref. Section 5 of this RFP). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.2 Execution of Offer

Proposer must complete, sign and return the attached Execution of Offer (ref. Section 2 of APPENDIX ONE) as part of its proposal. The Execution of Offer must be signed by a representative of Proposer duly authorized to bind the Proposer to its proposal. Any proposal received without a completed and signed Execution of Offer may be rejected by University, in its sole discretion.

1.9.3 Pricing and Delivery Schedule

Proposer must complete and return the Pricing and Delivery Schedule (ref. Section 6 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.

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

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

1.9.4 Proposer’s General Questionnaire

Proposals must include responses to the questions in Proposer’s General Questionnaire (ref. Section 3 of APPENDIX ONE). Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer should explain the reason when responding N/A or N/R.

1.9.5 Addenda Checklist

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

1.9.6 Submission

Proposer should submit all proposal materials 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) as required by this RFP (ref. Section 2.5 of the RFP.)

Upon Proposer’s request and at Proposer’s expense, University will return to a Proposer its proposal received after the Submittal Deadline if the proposal is properly identified. University 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.

University will not accept proposals submitted by telephone, proposals submitted by Facsimile (“FAX”) transmission, or proposals submitted by electronic transmission (i.e., e-mail) in response to this RFP.

Except as otherwise provided in this RFP, no proposal may be changed, amended, or modified after it has been submitted to University. However, a proposal may be withdrawn and resubmitted at any time prior to the Submittal Deadline. No proposal may be withdrawn after the Submittal Deadline without University’s consent, which will be based on Proposer’s submittal of a written explanation and documentation evidencing a reason acceptable to University, in University’s sole discretion.

By signing the Execution of Offer (ref. Section 2 of APPENDIX ONE) and submitting a proposal, Proposer certifies that any forms, 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 University 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 University as specified herein and that such intent is not contingent upon University’s acceptance or execution of any terms, conditions, or other documents attached to or referenced in Proposer’s proposal.

1.9.7 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.

1.9.8 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.

1.9.9 Pagination

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

This Execution of Offer must be completed, signed and returned with Proposer’s proposal. Failure to complete, sign and return this Execution of Offer with the Proposer’s proposal may result in the rejection of the proposal.

## 2.1 By signature hereon, Proposer represents and warrants the following:

- 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 University and Proposer; (3) University has made no representation or warranty, written or oral, that one or more contracts with University 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.

- Proposer is a reputable company that is lawfully and regularly engaged in providing the Services.

- Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.

- 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.

- 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.

- If selected by University, 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.

- If selected by University, Proposer will maintain any insurance coverage as required by the Agreement during the term thereof.

- All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Proposer acknowledges that University will rely on such statements, information and representations in selecting Contractor. If selected by University, Proposer will notify University immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.

- Proposer will defend with counsel approved by University, indemnify, and hold harmless University, The University of 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.

- 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 University 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 University.

## 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 University’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 venturers of any Proposer that is a joint venture or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee of any component of The University of Texas System, on the other hand, other than the relationships which have been previously disclosed to University in writing; (ii) Proposer has not been an employee of any component institution of The University of 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 University 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 represents and warrants that all products and services offered to University in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and the Texas Hazard Communication Act, Chapter 502, Health and Safety Code, and all related regulations in effect or proposed as of the date of this RFP.

2.11 Proposer will and has disclosed, as part of its proposal, any exceptions to the certifications stated in this Execution of Offer, and all such disclosures will be subject to administrative review and approval prior to the time University makes an award or enters into any contract or agreement with Proposer.

2.12 If Proposer will sell or lease computer equipment to the University under any agreements or other contractual arrangements that may result from the submission of Proposer’s proposal then, pursuant to Section 361.965(c), Health & Safety Code, Proposer certifies that it is in compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Health & Safety Code and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Section 361.952(2), Health & Safety Code, states that, for purposes of the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act, the term “computer equipment” means a desktop or notebook computer and includes a computer monitor or other display device that does not contain a tuner.

2.13 Proposer should complete the following information:

If Proposer is a Corporation, then State of Incorporation: ______________________

If Proposer is a Corporation then Proposer’s Corporate Charter Number: ______

RFP No.: 724-1508-WEBT Campus Shuttle Services ______
NOTICE: WITH FEW EXCEPTIONS, INDIVIDUALS ARE ENTITLED ON REQUEST TO BE INFORMED ABOUT THE INFORMATION THAT GOVERNMENTAL BODIES OF THE STATE OF TEXAS COLLECT ABOUT SUCH INDIVIDUALS. UNDER SECTIONS 552.021 AND 552.023, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO RECEIVE AND REVIEW SUCH INFORMATION. UNDER SECTION 559.004, GOVERNMENT CODE, INDIVIDUALS ARE ENTITLED TO HAVE GOVERNMENTAL BODIES OF THE STATE OF TEXAS CORRECT INFORMATION ABOUT SUCH INDIVIDUALS THAT IS INCORRECT.

Submitted and Certified By:

(Proposer Institution’s Name)  

(Signature of Duly Authorized Representative)  

(Printed Name/Title)  

(Date Signed)  

(Proposer’s Street Address)  

(City, State, Zip Code)  

(Telephone Number)  

(FAX Number)
SECTION 3
PROPOSER’S GENERAL QUESTIONNAIRE

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

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

3.1 Proposer Profile

3.1.1 Legal name of Proposer company:

Address of principal place of business:

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

Number of years in Business: __________________________

State of incorporation: __________________________

Number of Employees: __________________________

Annual Revenues Volume: __________________________

Name of Parent Corporation, if any

NOTE: If Proposer is a subsidiary, University prefers to enter into a contract or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

3.1.2 State whether Proposer will provide a copy of its financial statements for the past two (2) years, if requested by University.

3.1.3 Proposer will provide a financial rating of the Proposer entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Proposer.

3.1.4 Is Proposer currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, Proposer will explain the expected impact, both in organizational and directional terms.

3.1.5 Proposer will provide any details of all past or pending litigation or claims filed against Proposer that would affect its performance under the Agreement with University (if any).

3.1.6 Is Proposer currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, Proposer will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

3.1.7 Proposer will provide a customer reference list of no less than three (3) organizations with which Proposer currently has contracts and/or to which Proposer has previously provided services (within the past five (5) years) of a type and scope similar to those required by University’s RFP. Proposer will include in its customer reference list the customer’s company name, contact person, telephone number, project description, length of business relationship, and background of services provided by Proposer.
3.1.8 Does any relationship exist (whether by family kinship, business association, capital funding agreement, or any other such relationship) between Proposer and any employee of University? If yes, Proposer will explain.

3.1.9 Proposer will provide the name and Social Security Number for each person having at least 25% ownership interest in Proposer. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposer with an ownership interest of at least 25% is more than 30 days delinquent in paying child support. Further disclosure of this information is governed by the Texas Public Information Act, Chapter 552, Government Code, and other applicable law.

3.2 Approach to Project Services

3.2.1 Proposer will provide a statement of the Proposer’s service approach and will describe any unique benefits to University from doing business with Proposer. Proposer will briefly describe its approach for each of the required services identified in Section 5.4 Scope of Work of this RFP.

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

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

3.2.3.1 Identification of tasks to be performed;
3.2.3.2 Time frames to perform the identified tasks;
3.2.3.3 Project management methodology;
3.2.3.4 Implementation strategy; and
3.2.3.5 The expected time frame in which the services would be implemented.

3.2.4 Proposer will describe the types of reports or other written documents Proposer will provide (if any) and the frequency of reporting, if more frequent than required in the RFP. Proposer will include samples of reports and documents if appropriate.

3.3 General Requirements

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

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

3.4 Service Support

Proposer will describe its service support philosophy, how it is implemented, and how Proposer measures its success in maintaining this philosophy.

3.5 Quality Assurance

Proposer will describe its quality assurance program, its quality requirements, and how they are measured.

3.6 Miscellaneous

3.6.1 Proposer will provide a list of any additional services or benefits not otherwise identified in this RFP that Proposer would propose to provide to University. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.2 Proposer will provide details describing any unique or special services or benefits offered or advantages to be gained by University from doing business with Proposer. Additional services or benefits must be directly related to the goods and services solicited under this RFP.

3.6.3 Does Proposer have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Proposer will provide a copy of the plan.
SECTION 4

ADDENDA CHECKLIST

Proposal of: _____________________________
(Proposer Company Name)

To: The University of Texas _________________________

Ref.: ____________ Services related to the _________________________________

RFP No.: ____________________________

Ladies and Gentlemen:

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

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Proposer: ____________________________

By: (Authorized Signature for Proposer)

Name: ____________________________

Title: ____________________________

Date: ____________________________
APPENDIX TWO

THIS IS A SAMPLE AGREEMENT

AGREEMENT BETWEEN UNIVERSITY AND CONTRACTOR

This Agreement between University and Contractor ("Agreement") is made and entered into effective as of __________ (the "Effective Date"), by and between The University of Texas ______________, an agency and institution of higher education established under the laws of the State of Texas ("University"), and ______________, a __________________________ ("Contractor"), Federal Tax Identification Number ____________________

University and Contractor hereby agree as follows:

1. **Scope of Work.**

1.1 Contractor will perform the scope of the work ("Work") set forth in Exhibit A, Scope of Work, attached and incorporated for all purposes, to the satisfaction of University and in accordance with the schedule ("Schedule") for the Work set forth in Exhibit B, Schedule, attached and incorporated for all purposes. Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

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

2. **The Project.**

The Work will be provided in connection with Campus Shuttle services and all other related, necessary and appropriate services (the "Project").

3. **Time for Commencement and Completion.**

The term of this Agreement will begin on the Effective Date and expire on __________, 2019. University will have the option to renew this Agreement for three (3) additional one (1) year terms.

4. **Contractor’s Obligations.**

4.1 Contractor will perform the Work in compliance with all Applicable Laws. Contractor represents and warrants that neither Contractor nor any firm, corporation or institution represented by Contractor, or anyone acting for the firm, corporation or institution, (1) has violated the antitrust laws of the State of Texas, Chapter 15, Texas Business and Commerce Code, or federal antitrust laws, or (2) has communicated directly or indirectly the content of Contractor’s response to University’s procurement solicitation to any competitor or any other person engaged in a similar line of business during the procurement process for this Agreement.

4.2 Contractor represents, warrants and agrees that (a) it will use its best efforts to perform the Work in a good and workmanlike manner and in accordance with the
highest standards of Contractor’s profession or business, and (b) all of the Work to be performed will be of the quality that prevails among similar businesses of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances.

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

4.4 Contractor warrants and agrees that the Work will be accurate and free from any material defects. Contractor’s duties and obligations under this Agreement will at no time be in any way diminished by reason of any approval by University nor will Contractor be released from any liability by reason of any approval by University, it being agreed that University at all times is relying upon Contractor’s skill and knowledge in performing the Work.

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

4.6 Contractor will maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Agreement. Contractor will cause all persons connected with Contractor directly in charge of the Work to be duly registered and/or licensed under all Applicable Laws. Contractor will assign to the Project a designated representative who will be responsible for the administration and coordination of the Work.

4.7 Contractor represents that if (i) it is a corporation, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, limited liability partnership, or limited liability company then it has all necessary power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

4.8 Contractor represents and warrants that neither the execution and delivery of this Agreement by Contractor nor the performance of its duties and obligations under this Agreement will (a) result in the violation of any provision [i] if a corporation, of Contractor’s articles of incorporation or by-laws, [ii] if a limited liability company, of its articles of organization or regulations, or [iii] if a partnership, of any partnership agreement by which Contractor is bound; (b) result in the violation of any provision of any agreement by which Contractor is bound; or (c) to the best of Contractor’s knowledge and belief, conflict with any order or decree of any court or other body or authority having jurisdiction.
4.9 Contractor represents and warrants that all of Contractor’s Personnel contributing to the Work Material (ref. Section 7) under this Agreement will be required to (i) acknowledge in writing the ownership of Contractor (for the benefit of University) of the Work Material and each element thereof produced by the Personnel while performing services pursuant to this Agreement and (ii) make all assignments necessary to effectuate such ownership. “Personnel” means any and all persons associated with Contractor who provide any work or work product pursuant to this Agreement, including officers, managers, supervisors, full-time employees, part-time employees, and independent contractors.

4.10 Contractor represents and warrants that: (i) the Work will be performed solely by Contractor, its full-time or part-time employees during the course of their employment, or independent contractors who have assigned in writing all right, title and interest in their work to Contractor for the benefit of University; (ii) University will receive free, good and clear title to all Work Material developed under this Agreement; (iii) the Work Material and the intellectual property rights protecting the Work Material are free and clear of all encumbrances, including security interests, licenses, liens, charges or other restrictions; (iv) the Work Material will not infringe upon or violate any patent, copyright, trade secret, trademark, service mark or other property right of any former employer, independent contractor, client or other third party; and (v) the use, reproduction, distribution, or modification of the Work Material will not violate the rights of any third parties in the Work Material, including trade secret, publicity, privacy, copyright, trademark, service mark and patent rights.

4.11 Premises Rules.

If this Agreement requires Contractor’s presence on University’s premises or in University’s facilities, Contractor agrees to cause its employees, representatives, agents, or subcontractors to become aware of, fully informed about, and in full compliance with all applicable University rules and policies, including those relative to personal health, security, environmental quality, safety, fire prevention, noise, smoking, and access restrictions.

PRESENCE ON UNIVERSITY PREMISES –

4.16 Contractor agrees that it will ensure that all of its employees, subcontractors and agents whose duties bring them upon University's premises will obey the rules and regulations that are established by University and will comply with reasonable directions University's representatives may give to Contractor.

4.17 Contractor is responsible for acts of its employees, subcontractors and agents while on University’s premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on University's premises. Contractor is responsible for all damages to persons or property caused by Contractor or any of its employees, subcontractors and agents. Contractor will promptly repair, in accordance with the specifications of University, any damage that it, or of its employees, subcontractors and agents, may cause to University’s premises or equipment. On Contractor's failure to do so, University may repair the damage and Contractor will reimburse University promptly for any and all reasonable expenses incurred in connection with the repair. At its option, University may offset against all amounts due to Contractor any and all reasonable expenses incurred in connection with the repair.
4.18 Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify University’s Police Department at 915-747-5611 and University’s Director of Parking at 915-747-7079, and thereafter furnish a full written report of the accident.

4.19 Contractor will perform the Campus Shuttle Services contemplated in this Agreement without interfering in any way with the activities of University’s employees, agents or visitors.

PREMISES SECURITY –

4.20 University’s Police Department has the authority and responsibility to maintain the security of all University premises and property. Contractor will cooperate with University’s Police Department in all matters including the reporting of suspected security violations. Contractor will immediately report any evidence of security breaches to University’s Police Department at 915-747-5611.

4.21 Under no circumstances will keys or access cards in Contractor’s possession be used to admit persons, known or unknown, into buildings, rooms, or offices or other facilities on University’s premises. Anyone requesting admittance must be referred by Contractor to University’s Director of Parking at 915-747-7079.

4.22 In an effort to maintain maximum security in each Service Area, **ALL DOORS ARE TO BE UNLOCKED ONLY WHILE CLEANING IS BEING PERFORMED AND MUST BE CLOSED AND LOCKED AFTER CLEANING IS COMPLETE.** Lights are to be turned off when Contractor leaves each room in a Service Area. At no time will Contractor permit an unattended room in a Service Area to remain unlocked or lighted. **CONTRACTOR AND UNIVERSITY AGREE THAT LEAVING DOORS UNLOCKED AND LIGHTS ON AFTER CLEANING OF A ROOM IN A SERVICE AREA COULD RESULT IN THE DISRUPTION OF UNIVERSITY’S BUSINESS OPERATIONS AND THE RESULTING HARM IS INCAPABLE OF BEING ESTIMATED OR IS DIFFICULT TO ESTIMATE. THEREFORE, AS A REASONABLE ESTIMATE OF JUST COMPENSATION FOR THE HARM CAUSED BY LEAVING DOORS UNLOCKED AND LIGHTS ON AFTER SERVICING OF A ROOM IN A SERVICE AREA, CONTRACTOR AND UNIVERSITY AGREE THAT, IF DOORS REMAIN UNLOCKED OR LIGHTS REMAIN ON AFTER CLEANING OF A ROOM IN A SERVICE AREA, THEN AT UNIVERSITY’S OPTION (1) CONTRACTOR WILL PAY UNIVERSITY AN AMOUNT EQUAL TO $100.00 FOR EACH OCCURRENCE, OR (2) UNIVERSITY MAY OFFSET AN AMOUNT EQUAL TO $100.00 FOR EACH OCCURRENCE FROM ANY AMOUNTS OTHERWISE DUE BY UNIVERSITY TO CONTRACTOR. CONTRACTOR AND UNIVERSITY AGREE THAT THIS REMEDY IS NOT A PENALTY BUT IS A REASONABLE ESTIMATE OF JUST COMPENSATION TO UNIVERSITY.**

UTILITIES –

4.23 Except as provided in **Section 19.2**, University will provide utility services at existing outlets (heat, gas, electricity, water, and sewer), for the convenience of Contractor. Any modification to existing outlets required or requested by Contractor will be made at the sole discretion of University, at Contractor’s expense. In the event any utility service must be interrupted for repair or modification, University will provide Contractor with advance notice, if possible. **UNIVERSITY WILL NOT BE RESPONSIBLE FOR INTERRUPTIONS IN UTILITY SERVICE. HOWEVER, UNIVERSITY WILL EXERCISE REASONABLE DILIGENCE IN PURSUING THE RESTORATION OF INTERRUPTED UTILITY SERVICE.**
4.24 RESPONSIBILITY FOR TOOLS, MATERIALS, SUPPLIES AND OTHER PERSONAL PROPERTY - University has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its agents, employees or subcontractors, which may be located or stored on University's premises.

4.25 Auxiliary Enterprise.

Contractor, at its sole cost and expense, will comply with all requirements of Subchapter C, Chapter 2252, Texas Government Code, including the provision of financial statements, payment statements derived from sales tax reports, and bonds.

4.25.1 In accordance with Section 2252.062, Texas Government Code, Contractor will submit to University two (2) copies of Contractor’s most recent financial statement prepared by a certified public accountant on the Effective Date.

4.25.2 In accordance with Section 2252.063, Texas Government Code, Contractor will submit to University, no later than the 15th day after the end of each contract year, an annual payment statement derived from all of Contractor’s sales tax reports for its operations during the preceding contract year. The annual payment statement must be certified by a certified public accountant licensed in the State of Texas. “Contract year” means that period of time beginning on the Effective Date and ending September 1, 2013 and each twelve (12) month period thereafter, during the term of this Agreement.

4.25.3 In accordance with Section 2252.064, Texas Government Code, Contractor will provide University with a performance bond for each contract year during the term of this Agreement. The amount of the performance bond for the first contract year during the term of this Agreement will be equal to Five Million Dollars ($5,000,000.00).

5. **The Contract Amount.**

5.1 So long as Contractor has provided University with its current and accurate Federal Tax Identification Number in writing, University will pay Contractor for the performance of the Work as more particularly set forth in Exhibit C, Payment for Services, attached and incorporated for all purposes. Contractor understands and agrees that payments under this Agreement may be subject to the withholding requirements of Section 3402(t) of the Internal Revenue Code.

5.2 The Contract Amount includes all applicable federal, state or local sales or use taxes payable as a result of the execution or performance of this Agreement.

5.3 University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code (“TAC”) Section 3.322.

6. **Payment Terms.**

6.1 At least ten (10) days before the end of each calendar month during the term of this Agreement, Contractor will submit to University an invoice covering the services
performed for University to that date, in compliance with Exhibit C, Payment for Services. Each invoice will be accompanied by documentation that University may reasonably request to support the invoice amount. University will, within twenty-one (21) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If University approves the amount or any portion of the amount, University will promptly pay (each a “Progress Payment”) to Contractor the amount approved so long as Contractor is not in default under this Agreement. If University disapproves any invoice amount, University will give Contractor specific reasons for its disapproval in writing.

6.2 Within ten (10) days after final completion of the Work and acceptance of the Work by University or as soon thereafter as possible, Contractor will submit a final invoice (“Final Invoice”) setting forth all amounts due and remaining unpaid to Contractor. Upon approval of the Final Invoice by University, University will pay (“Final Payment”) to Contractor the amount due under the Final Invoice.

6.3 Notwithstanding any provision of this Agreement to the contrary, University will not be obligated to make any payment (whether a Progress Payment or Final Payment) to Contractor if Contractor is in default under this Agreement.

6.4 The cumulative amount of all Progress Payments and the Final Payment (defined below) will not exceed the Contract Amount as more particularly set forth in Exhibit C, Payment for Services.

6.5 No payment made by University will (a) be construed to be final acceptance or approval of that part of the Work to which the payment relates, or (b) relieve Contractor of any of its duties or obligations under this Agreement.

6.6 The acceptance of Final Payment by Contractor will constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Invoice for payment.

6.7 University will have the right to verify the details set forth in Contractor’s invoices and supporting documentation, either before or after payment, by (a) inspecting the books and records of Contractor at mutually convenient times; (b) examining any reports with respect to the Project; and (c) other reasonable action.

6.8 Notwithstanding any other provision of this Agreement, University is entitled to a “Prompt Payment Discount” of ____% off of each payment that University submits within ____days after University’s receipt of Contractor’s invoice for that payment.

7. **Ownership and Use of Work Material.**

7.1 All drawings, specifications, plans, computations, sketches, data, photographs, tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, “Work Material”), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.
7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not be used by any person other than University on other projects unless expressly authorized by University in writing.

7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. Default and Termination.

8.1 In the event of a material failure by a party to this Agreement to perform in accordance with the terms of this Agreement ("default"), the other party may terminate this Agreement upon fifteen (15) days' written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the fifteen-day period.

8.2 University may, without cause, terminate this Agreement at any time upon giving seven (7) days' advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to the termination date in accordance with this Agreement; provided, that, Contractor has delivered all Work Material to University. Notwithstanding any provision in this Agreement to the contrary, University will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

8.3 Termination under Sections 8.1 or 8.2 will not relieve Contractor from liability for any default or breach under this Agreement or any other act or omission of Contractor.

8.4 If Contractor fails to cure any default within fifteen (15) days after receiving written notice of the default, University will be entitled (but will not be obligated) to cure the default and will have the right to offset against all amounts due to Contractor under
this Agreement, any and all reasonable expenses incurred in connection with University’s curative actions.

9. **Indemnification**

9.1 **To the fullest extent permitted by law, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless University and The University of Texas System, and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively “**Indeemnitees**”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses, and other claims of any nature, kind, or description, including reasonable attorneys’ fees incurred in investigating, defending or settling any of the foregoing (collectively “**Claims**”) by any person or entity, arising out of, caused by, or resulting from Contractor’s performance under or breach of this Agreement and that are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Contractor, anyone directly employed by Contractor or anyone for whose acts Contractor may be liable. The provisions of this Section will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity. All parties will be entitled to be represented by counsel at their own expense.

9.2 In addition, Contractor will and does hereby agree to indemnify, protect, defend with counsel approved by University, and hold harmless Indemnitees from and against all claims arising from infringement or alleged infringement of any patent, copyright, trademark or other proprietary interest arising by or out of the performance of services or the provision of goods by Contractor, or the use by Indemnitees, at the direction of Contractor, of any article or material; provided, that, upon becoming aware of a suit or threat of suit for infringement, University will promptly notify Contractor and Contractor will be given the opportunity to negotiate a settlement. In the event of litigation, University agrees to reasonably cooperate with Contractor. All parties will be entitled to be represented by counsel at their own expense.

10. **Relationship of the Parties.**

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

11.1 Contractor, consistent with its status as an independent contractor will carry and will cause its subcontractors to carry, at least the following insurance in the form, with companies authorized to do business in the State of Texas and having an A.M. Best Rating of A-:VII or better, and in amounts (unless otherwise specified), as University may require:

11.1.1 Workers Compensation Insurance with statutory limits, and Employer’s Liability Insurance with limits of not less than $1,000,000:

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

Policies must include under 3.A of the workers compensation policy information page, states where contractor’s employees will perform services for University;

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

- Each Occurrence Limit $1,000,000
- Damage to Rented Premises $100,000
- Medical Expenses (any one person) $10,000
- Personal & Advertising Injury $1,000,000
- General Aggregate $2,000,000
- Products - Completed Operations Aggregate $2,000,000

Policy will include independent contractor’s liability, covering, but not limited to, the liability assumed under the indemnification provision of this contract, fully insuring Contractor’s (or Subcontractor’s) liability for bodily injury (including death) and property damage.

11.1.3 Media or cyber-risk liability policy with limits of not less than $1,000,000 per claim covering online communication alleging breaches of privacy rights, infringement or misappropriation of intellectual property, violations of obscenity laws, spreading of computer viruses, and defamation.

11.1.4 Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Combined Single Limit Bodily Injury and Property Damage;

11.1.5 Errors and Omissions Liability Insurance with limits of not less than $1,000,000 per claim.

11.1.6 Umbrella/Excess Liability Insurance with limits of not less than $2,000,000 per occurrence and aggregate with a deductible of no more than $10,000, and (i) providing coverage in excess of the coverages of, and (ii) “following form” subject to the same provisions as, the underlying policies required in Section 11.1.1 Employers Liability Insurance, Section 11.1.2 Commercial General Liability Insurance, Section 11.1.3 Media or cyber-risk Liability and Section 11.1.4 Commercial Auto Liability Insurance.
11.1.7 Third Party Employee Crime Insurance to protect the assets and property of University with limits of not less than Five Million Dollars ($5,000,000) per claim.
$5,000,000 Employee Theft per Loss
$5,000,000 Computer Fraud
$5,000,000 Funds Transfer Fraud
$5,000,000 Credit Card Fraud

Independent contractors insurance will be primary to any insurance carried by University or any of its Institutions.

11.2 Contractor will deliver to University:

11.2.1 Evidence of insurance on a Texas Department of Insurance approved certificate form proving the existence of all insurance after the execution and delivery of this Agreement and prior to the performance or continued performance of any services to be performed by Contractor under this Agreement.

11.2.2 Additional evidence of insurance on a Texas Department of Insurance approved certificate form proving the continued existence of all insurance not less than thirty (30) days prior to the expiration of any insurance. **All insurance policies**, with the exception of worker’s compensation and employer’s liability shall be endorsed and name The Board of Regents of The University of Texas System, The University of Texas System and The University of Texas at El Paso as Additional Insured and the policies will be endorsed to provide primary and non-contributory coverage. The Third Party Employee Crime policy shall name The Board of Regents of The University of Texas System, The University of Texas System and The University of Texas at El Paso as Loss Payee. **All insurance policies** will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The University of Texas System, The University of Texas System and The University of Texas at El Paso. No policy shall be canceled until after thirty (30) days' unconditional written notice to University. **All insurance policies** shall be endorsed requiring the insurance carrier providing coverage to send notice to University 30 days prior to any cancellation, material change, or non-renewal relating to any insurance policy required herein.

11.3 The insurance policies required in this Agreement will be kept in force for the periods specified below:

11.3.1 Commercial General Liability Insurance, Business Automobile Liability Insurance, E&O Liability Insurance, Media or Cyber-risk Liability Insurance, **Umbrella/Excess Liability Insurance**, Third Party Employee Crime Insurance, will be kept in force until receipt of Final Payment by University to Contractor; and

11.3.2 Workers' Compensation Insurance and Employer’s Liability Insurance will be kept in force until the Work has been fully performed and accepted by University in writing.
12. **Miscellaneous.**

12.1 **Assignment and Subcontracting.** Except as specifically provided in Exhibit E, Historically Underutilized Business Subcontracting Plan, attached and incorporated for all purposes, Contractor's interest in this Agreement (including Contractor’s duties and obligations under this Agreement, and the fees due to Contractor under this Agreement) may not be subcontracted, assigned, delegated, or otherwise transferred to a third party, in whole or in part, and any attempt to do so will (a) not be binding on University; and (b) be a breach of this Agreement for which Contractor will be subject to all remedial actions provided by Texas law, including Chapter 2161, *Texas Government Code*, and 34 TAC Chapter 20, §§20.101 – 20.108. The benefits and burdens of this Agreement are assignable by University.

12.2 **Texas Family Code Child Support Certification.** Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

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

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

12.5 **Loss of Funding.** University performance of its duties and obligations under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then University will issue written notice to Contractor and University may terminate this Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of University.

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

12.7 **Force Majeure.** Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").
12.8 **Captions.** The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

12.9 **Governing Law.** El Paso County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the parties to this Agreement and all of the terms and conditions of this Agreement will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

12.10 **Waivers.** No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement.

12.11 **Confidentiality and Safeguarding of University Records; Press Releases; Public Information.** Under this Agreement, Contractor may (1) create, (2) receive from or on behalf of University, or (3) have access to, records or record systems (collectively, “University Records”). Among other things, University Records may contain social security numbers, credit card numbers, or data protected or made confidential or sensitive by applicable federal, state and local, laws, regulations, and ordinances, including the Gramm-Leach-Bliley Act (Public Law No: 106-102) and the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g (“FERPA”). If University Records are subject to FERPA, (1) University designates Contractor as a University official with a legitimate educational interest in University Records, and (2) Contractor acknowledges that its improper disclosure or redisclosure of personally identifiable information from University Records will result in Contractor’s exclusion from eligibility to contract with University for at least five (5) years. Contractor represents, warrants, and agrees that it will: (1) hold University Records in strict confidence and will not use or disclose University Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by University in writing; (2) safeguard University Records according to reasonable administrative, physical and technical standards (such as standards established by (i) the National Institute of Standards and Technology and the Center for Internet Security, as well as the Payment Card Industry Data Security Standards) that are no less rigorous than the standards by which Contractor protects its own confidential information; (3) continually monitor its operations and take any action necessary to assure that University Records are safeguarded and the confidentiality of University Records is maintained in accordance with all applicable federal, state and local, laws, regulations, and ordinances, including FERPA and the Gramm-Leach Bliley Act, and the terms of this Agreement; and (4) comply with the University’s rules, policies, and procedures regarding access to and use of University’s computer systems. At the request of University, Contractor agrees to provide University with a written summary of the procedures Contractor uses to safeguard and maintain the confidentiality of University Records.

12.11.1 **Notice of Impermissible Use.** If an impermissible use or disclosure of any University Records occurs, Contractor will provide written notice to University within one (1) business day after Contractor’s discovery of that use or disclosure. Contractor will promptly provide University with all information requested by University regarding the impermissible use or disclosure.
12.11.2 **Return of University Records.** Contractor agrees that within thirty (30) days after the expiration or termination of this Agreement, for any reason, all University Records created or received from or on behalf of University will be (1) returned to University, with no copies retained by Contractor; or (2) if return is not feasible, destroyed. Twenty (20) days before destruction of any University Records, Contractor will provide University with written notice of Contractor’s intent to destroy University Records. Within five (5) days after destruction, Contractor will confirm to University in writing the destruction of University Records.

12.11.3 **Disclosure.** If Contractor discloses any University Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor by this Section.

12.11.4 **Press Releases.** Except when defined as part of the Work, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor as an independent contractor of University in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of University.

12.11.5 **Public Information.** University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act, Chapter 552, Texas Government Code.*

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

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

12.12 **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

12.13 **Records.** Records of Contractor’s costs, reimbursable expenses pertaining to the Project and payments will be available to University or its authorized representative during business hours and will be retained for four (4) years after final Payment or abandonment of the Project, unless University otherwise instructs Contractor in writing.

12.14 **Notices.** Except as otherwise provided by this Section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a
facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to University: University of Texas at El Paso
Purchasing and General Services
Kelly Hall 3rd Floor
500 W. University Ave.
El Paso, TX  79968-0505
Attention: Diane N. De Hoyos
Assistant Vice President

with copy to: University of Texas at El Paso
Office of Vice President for Business Affairs
Administration Bldg. Room 301
500 W. University Ave.
El Paso, TX  79968-0505
Attention: Victor Pacheco
Assistant Vice President

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

Notwithstanding any other requirements for notices given by a party under this Agreement, if Contractor intends to deliver written notice to University pursuant to Section 2251.054, Texas Government Code, then Contractor will send that notice to University as follows:

University of Texas at El Paso
Purchasing and General Services
Kelly Hall 3rd Floor
500 W. University Ave.
El Paso, TX  79968-0505
Fax: 915-747-5932
Email: dndehoyos@utep.edu
Attention: Diane N. De Hoyos
Assistant Vice President

with copy to: University of Texas at El Paso
Office of Vice President for Business Affairs
Administration Bldg. Room 301
500 W. University Ave.
El Paso, TX  79968-0505
Fax: 915-747-5068
Email: victorpa@utep.edu
Attention: Victor Pacheco
Assistant Vice President

or other person or address as may be given in writing by University to Contractor in accordance with this Section.

12.15 Severability. In case any provision of this Agreement will, for any reason, be held invalid or unenforceable in any respect, the invalidity or unenforceability will not affect any other provision of this Agreement, and this Agreement will be construed as if the invalid or unenforceable provision had not been included.
12.16 **State Auditor’s Office.** Contractor understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including providing all records requested. Contractor will include this provision in all contracts with subcontractors.

12.17 **Limitation of Liability.** EXCEPT FOR UNIVERSITY’S OBLIGATION (IF ANY) TO PAY CONTRACTOR CERTAIN FEES AND EXPENSES UNIVERSITY WILL HAVE NO LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING ANY DUTY OR OBLIGATION OF UNIVERSITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR, NO PRESENT OR FUTURE AFFILIATED ENTERPRISE, SUBCONTRACTOR, AGENT, OFFICER, DIRECTOR, EMPLOYEE, REPRESENTATIVE, ATTORNEY OR REGENT OF UNIVERSITY, OR THE UNIVERSITY OF TEXAS SYSTEM, OR ANYONE CLAIMING UNDER UNIVERSITY HAS OR WILL HAVE ANY PERSONAL LIABILITY TO CONTRACTOR OR TO ANYONE CLAIMING THROUGH OR UNDER CONTRACTOR BY REASON OF THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

12.18 **Survival of Provisions.** No expiration or termination of this Agreement will relieve either party of any obligations under this Agreement that by their nature survive expiration or termination, including Sections 6.7, 9, 12.5, 12.9, 12.10, 12.11, 12.13, 12.16, 12.17, 12.19 and 12.21.

12.19 **Breach of Contract Claims.**

12.19.1 To the extent that Chapter 2260, *Texas Government Code*, as it may be amended from time to time (“Chapter 2260”), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 will be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:

12.19.1.1 Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business will be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor will submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor’s notice will specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific contract provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. The chief business officer of University, or another officer of University as may be designated from time to time by University by written notice to Contractor in
accordance with the notice provisions in this Agreement, will examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve the claims.

12.19.1.2 If the parties are unable to resolve their disputes under Section 12.19.1.1, the contested case process provided in subchapter C of Chapter 2260 is Contractor's sole and exclusive process for seeking a remedy for any and all of Contractor's claims for breach of this Agreement by University.

12.19.1.3 Compliance with the contested case process provided in subchapter C of Chapter 2260 is a required prerequisite to seeking consent to sue from the Legislature under Chapter 107, Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

12.19.2 The submission, processing and resolution of Contractor's claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, thereafter enacted or subsequently amended.

12.19.3 University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived.

12.20 Undocumented Workers. The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by law. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Agreement in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by law, University may terminate this Agreement in accordance with Section 8. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

12.21 Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of University (a state agency) to
ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE A PART OF THIS AGREEMENT, INCLUDING THOSE TERMS AND CONDITIONS RELATING TO LIENS ON UNIVERSITY’S PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS’ FEES; DISPUTE RESOLUTION; INDEMNITIES; AND CONFIDENTIALITY (COLLECTIVELY, THE “LIMITATIONS”), AND TERMS AND CONDITIONS RELATED TO THE LIMITATIONS WILL NOT BE BINDING ON UNIVERSITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

12.22 Ethics Matters; No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University’s Conflicts of Interest Policy available at: http://admin.utep.edu/portals/68/SOCGEnglishForWeb_06232011.pdf.


UT System Standards of Conduct Guide available at: http://www.utsystem.edu/systemcompliance/SOCcombined.pdf, and applicable state ethics laws and rules available at: www.utsystem.edu/ogc/ethics. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

12.23 State of Texas Computer Equipment Recycling Program Certification. Pursuant to Section 361.965, Texas Health and Safety Code, Contractor certifies that it is full compliance with the State of Texas Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act set forth in Chapter 361, Subchapter Y, Texas Health and Safety Code, and the rules adopted by the Texas Commission on Environmental Quality under that Act as set forth in Title 30, Chapter 328, Subchapter I, Texas Administrative Code. Contractor acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

12.24 Enforcement. Contractor agrees and acknowledges that University is entering into this Agreement in reliance on Contractor’s special and unique knowledge and abilities with respect to performing the Work. Contractor’s services provide a peculiar value to University. University cannot be reasonably or adequately compensated in damages for the loss of Contractor’s services. Accordingly, Contractor acknowledges and agrees that a breach by Contractor of the provisions of this Agreement will cause University irreparable injury and damage. Contractor, therefore, expressly agrees that University will be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.

12.25 Access by Individuals with Disabilities. Contractor represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the “EIRs”) comply with the
applicable requirements set forth in Title 1 TAC Chapter 213 and Title 1 TAC Section 206.70 (as authorized by Chapter 2054, Subchapter M, *Texas Government Code*). To the extent Contractor becomes aware that the EIRs, or any portion of the EIRs, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.

12.26 **Historically Underutilized Business Subcontracting Plan.** Contractor agrees to use good faith efforts to subcontract the Work in accordance with the Historically Underutilized Business Subcontracting Plan ("HSP") (ref. *Exhibit E*). Contractor agrees to maintain business records documenting its compliance with the HSP and to submit a monthly compliance report to University in the format required by Texas Procurement and Support Services Division of the Texas Comptroller of Public Accounts or any successor agency (collectively, "TPSS"). Submission of compliance reports will be required as a condition for payment under this Agreement. If University determines that Contractor has failed to subcontract as set out in the HSP, University will notify Contractor of any deficiencies and give Contractor an opportunity to submit documentation and explain why the failure to comply with the HSP should not be attributed to a lack of good faith effort by Contractor. If University determines that Contractor failed to implement the HSP in good faith, University, in addition to any other remedies, may report nonperformance to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108. University may also revoke this Agreement for breach and make a claim against Contractor.

12.26.1 **Changes to the HSP.** If at any time during the term of this Agreement, Contractor desires to change the HSP, before the proposed changes become effective (a) Contractor must comply with 34 TAC Section 20.14; (b) the changes must be reviewed and approved by University; and (c) if University approves changes to the HSP, this Agreement must be amended in accordance with Section 12.6 to replace the HSP with the revised subcontracting plan.

12.26.2 **Expansion of the Work.** If University expands the scope of the Work through a change order or any other amendment, University will determine if the additional Work contains probable subcontracting opportunities not identified in the initial solicitation for the Work. If University determines additional probable subcontracting opportunities exist, Contractor will submit an amended subcontracting plan covering those opportunities. The amended subcontracting plan must comply with the provisions of 34 TAC Section 20.14 before (a) this Agreement may be amended to include the additional Work; or (b) Contractor may perform the additional Work. If Contractor subcontracts any of the additional subcontracting opportunities identified by University without prior authorization and without complying with 34 TAC Section 20.14, Contractor will be deemed to be in breach of this Agreement under Section 8 and will be subject to any remedial actions provided by Texas law including Chapter 2161, *Texas Government Code* and 34 TAC Section 20.14. University may report nonperformance under this Agreement to the TPSS in accordance with 34 TAC Sections 20.101 through 20.108.
12.27 **Responsibility for Individuals Performing Work; Criminal Background Checks.** Please refer to section 5.4.19.5 of the Scope of Work in the RFP.

12.28 **OSHA Compliance.** To the extent applicable to the services to be performed under this Agreement, Contractor represents and warrants, that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-598) and its regulations in effect or proposed as of the date of this Agreement.

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

**UNIVERSITY:**

THE UNIVERSITY OF TEXAS
AT EL PASO

By: __________________________

Name: ________________________

Title: __________________________

Attest: ________________________

Corporate Secretary

**CONTRACTOR:**

By: __________________________

Name: ________________________

Title: __________________________

Attach:

**EXHIBIT A** – Scope of Work
**EXHIBIT B** – Schedule
**EXHIBIT E** – HUB Subcontracting Plan
APPENDIX THREE

HUB SUBCONTRACTING PLAN

BELOW PLEASE FIND A LINK FOR THE FILL-ABLE HUB SUBCONTRACTING PLAN FORM:

http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanForm_AllDocs.pdf
Access by Individuals with Disabilities. Contractor represents and warrants (“EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under this Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213, Texas Administrative Code, and Title 1, Chapter 206, Rule §206.70, Texas Administrative Code (as authorized by Chapter 2054, Subchapter M, Government Code.) To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate this Agreement and Contractor will refund to University all amounts University has paid under this Agreement within thirty (30) days after the termination date.
APPENDIX SIX
ROUTE MAP
APPENDIX SEVEN
CURRENT ROUTE SCHEDULE

Fall/Spring Schedule

• Route #1 East (Blue)
  Monday - Thursday: 6:30 a.m. – 9:30 p.m.
  Buses run in 5-7 minute intervals during peak hours: 8:00 a.m. – 5:30 p.m.
  Buses run in 30 minute intervals during non-peak hours: 5:30 p.m. – 9:30 p.m.
  The last inbound trip leaves at 9:15 p.m. from the Rim Road/Hawthorne Street bus stop to the Miner Canyon bus stop.
  Fridays: 6:30 a.m. – 6:00 p.m.
  Buses run in 8-10 minute intervals on Fridays.
  The last inbound trip leaves at 5:45 p.m. from the Rim Road/Hawthorne Street bus stop to the Miner Canyon bus stop.

• Route #2 Campus Loop (Green)
  Monday - Friday: 7:30 a.m. – 5:37 p.m.
  Buses run in 7-9 minute intervals during peak hours: 8:00 a.m. – 4:00 p.m.
  Buses run in 15 minute intervals during non-peak hours: 4:00 p.m. – 5:37 p.m.
  The last inbound trip leaves at 5:28 p.m. from the Rim Road/Hawthorne Street bus stop to the P-12 bus stop.

• Route #3 West (Orange)
  Monday - Thursday: 6:30 a.m. – 9:10 p.m.
  Buses run in 5-7 minute intervals during peak hours: 7:30 a.m. – 5:00 p.m.
  Buses run in 20 minute intervals during non-peak hours: 5:00 p.m. – 9:10 p.m.
  The last inbound trip leaves at 8:59 p.m. from the Sun Bowl Garage bus stop to the Miner Canyon bus stop.
  Fridays: 6:30 a.m. – 5:50 p.m.
  Buses run in 5-7 minute intervals during peak hours: 7:30 a.m. – 5:30 p.m.
  The last inbound trip leaves at 5:39 p.m. from the Sun Bowl Garage bus stop to the Miner Canyon bus stop.

• Route #4 Campbell Building (Red)
  Monday - Friday: 7:00 a.m. – 5:45 p.m.
  Buses run in 15 minute intervals.
  The last inbound trip leaves at 5:37 p.m. from the Arizona Avenue bus stop

• Route #3 West (Orange)
  Monday - Thursday: 6:30 a.m. – 9:10 p.m.
  Buses run in 5-7 minute intervals during peak hours: 7:30 a.m. – 5:00 p.m.
  Buses run in 20 minute intervals during non-peak hours: 5:00 p.m. – 9:10 p.m.
  The last inbound trip leaves at 8:59 p.m. from the Sun Bowl Garage bus stop to the Miner Canyon bus stop.
  Fridays: 6:30 a.m. – 5:50 p.m.
  Buses run in 5-7 minute intervals during peak hours: 7:30 a.m. – 5:30 p.m.
  The last inbound trip leaves at 5:39 p.m. from the Sun Bowl Garage bus stop to the Miner Canyon bus stop.
Summer Schedule

Route 2 Campus Loop (Green) and Route 4 Campbell (Red) will remain the same.

Route 1 East (Blue) will change due to the Miner Canyon stop. Bus will run in 30 minute intervals. Last inbound trip from Rim and Hawthorne will depart at 5:15 pm.

Route 3 West (Orange) will change due to Miner Canyon stop. Buses will run in 10 minute intervals. Last inbound trip from Sun Bowl Parking Garage will depart at 5:20 pm. West route has two buses running during the day. 301 starts at 6:30 am till 5:30pm. 302 starts at 7:20 am till 5:20pm.
APPENDIX EIGHT
ENROLLMENT

2015 - 23,397
2014 - 23,079
2013 - 23,003
2012 - 22,749
2011 - 22,640
APPENDIX NINE

DISCLOSURE OF INTERESTED PARTIES
(Texas Ethics Commission Form 1295)

This is a sample of the Texas Ethics Commission’s FORM 1295 – DISCLOSURE OF INTERESTED PARTIES. Please use the Texas Ethics Commission electronic filing web page (at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) to complete the most current Disclosure of Interested Parties form and submit the form as instructed to the Texas Ethics Commission and University.

<table>
<thead>
<tr>
<th>CERTIFICATE OF INTERESTED PARTIES</th>
<th>FORM 1295</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</td>
<td>OFFICE USE ONLY</td>
</tr>
</tbody>
</table>

1. Name of business entity filing form, and the city, state and country of the business entity’s place of business.

2. Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3. Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of Interest (check applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Controlling</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Intermediary</td>
</tr>
</tbody>
</table>

5. Check only if there is NO Interested Party. [ ]

6. AFFIDAVIT

I swear or affirm, under penalty of perjury, that the above disclosure is true and correct.

____________________________
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ______________________________, this the __________ day of ____________________, 20_____, to certify which, witness my hand and seal of office.

____________________________
Signature of officer administering oath

____________________________
Printed name of officer administering oath

____________________________
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY